

# **The Corporation of the City of Kawartha Lakes**

## **Agenda**

### **Regular Council Meeting**

**CC2018-02**

**Tuesday, February 13, 2018**

**Closed Session Commencing at 1:30 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 CC2018-02.4.1  
**Closed Session Minutes, Regular Council Meeting  
January 30, 2018  
Municipal Act, 2001 s.239(2)(b)(e)(f)**
  - 4.2 LGL2018-002  
**South Pond Farms - 1020 Gray Road - Update on Compliance Issues  
Solicitor-Client Privilege  
Municipal Act, 2001 s.239(2)(f)  
Robyn Carlson, City Solicitor**
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. **Notices and Information by Members of Council and Staff**
  - 7.1 Council
  - 7.2 Staff
8. **Matters from Closed Session**

<b>9.</b>	<b>Minutes:</b>	
9.1	CC2018-02.8.1	15 - 45
	<b>Regular Council Meeting of January 30, 2018</b>	
	<b>That</b> the Minutes of the January 30, 2018 Regular Council Meeting, be received and adopted.	
<b>10.</b>	<b>Presentations and Deputations</b>	
10.1	CC2018-02.9.1	
	<b>Proposed CKL Local Improvement Loan Program Presentation</b> Ron Taylor, CAO Andrew Wallen, General Manager and Paul Reeds, Chair of Board of Directors, Kawartha Lakes Community Futures Development Corporation	
10.2	CC2018-02.9.2	46 - 72
	<b>Lindsay Transit Master Plan Presentation</b> Todd Bryant, Manager of Fleet and Transit	
<b>11.</b>	<b>Consent Matters</b>	
	<b>That</b> all of the proposed resolutions shown in Section 11.1 and 11.2 of the Agenda be approved and adopted by Council in the order that they appear on the agenda and sequentially numbered.	
11.1	Reports	
11.1.1	CAO2018-001	73 - 76
	<b>Proposed CKL Local Improvement Loan Program</b> Ron Taylor, CAO	

**That** Report CAO2018-001, **Proposed CKL Local Improvement Loan Program**, be received;

**That** the CAO be authorize to negotiate an agreement with Kawartha Lakes Community Futures Development Corporation for an interest free improvement loan to a maximum of \$500,000; and

**That** staff report back to Council on the details of implementing a Community Improvement Plan to incent local non-residential building improvements, inclusive of a supporting CKL Local Improvement Loan Program.

11.1.2

TR2018-001

77 - 171

**Lindsay Transit Master Plan**

Todd Bryant Manager Fleet and Transit

**That** Report TR2018-001, **Lindsay Transit Master Plan**, be received;

**That** Council approve the recommendations of the draft “The City of Kawartha Lakes Lindsay Transit Master Plan 2018” report as outlined in Appendix A to Report TR2018-001;

**That** Staff be authorized to place the Master Plan report on the City website for public review; and

**That** Staff be directed to update the Capital Asset Management Plan based on the recommendations in the Master Plan.

11.1.3

RS2018-005

172 - 237

**Proposed Amendments to Realty Services Policies and Procedures – Proposed Amendments to By-law 2010-118 and Policy 032-CAO-005**  
Robyn Carlson, City Solicitor and Acting Manager of Realty Services



**That** Report 2018-005, **Proposed Amendments to Realty Services Policies and Procedures – Proposed Amendments to By-law 2010-118 and Policy 032-CAO-005**, be received;

**That** By-law 2010-118, A By-law to Regulate the Acquisition and Disposition of Municipal Real Property in and for the Corporation of the City of Kawartha Lakes, as amended in accordance with Appendix A to Report 2018-005, be approved;

**That** the policy entitled, Disposal of Real Property Policy, attached as Appendix E to Report 2018-005, be adopted and numbered for inclusion into the City's Policy Manual, replacing Policy C-204-DEV-001;

**That** the policy entitled, Land Management, attached as Appendix G to Report 2018-005, be adopted and numbered for inclusion into the City's Policy Manual, replacing Policy 032-CAO-005;

**That** By-law 2016-009, A By-law to Provide Authority for the Execution of Certain Documents and Affix the Corporate Seal on Behalf of the City of Kawartha Lakes, as amended to date, be further amended to remove the words "of City Property" from the heading to section 5.03;

**That** amending by-laws be advanced to Council for adoption, accordingly; and

**That** Policy C-195-ED-004, Lease of City Owned Agricultural Land, attached as Appendix H to Report 2018-005, be repealed.

11.1.4

RS2018-006

238 - 277

**Proposed By-law to Regulate Encroachments onto City Property**

Robyn Carlson, City Solicitor and Acting Manager of Realty Services

**That** Report 2018-006, **Proposed By-law to Regulate Encroachments onto City Property**, be received;

**That** the City Lands Encroachment By-law attached as Appendix A be approved;

**That** the policy entitled, Dock Encroachments, attached as Appendix B to Report 2018-006, be adopted and numbered for inclusion in the City's Policy Manual;

**That** the Consolidated Fees and Charges By-law 2016-206 be amended accordingly; and

**That** the necessary by-laws be brought forward for adoption.

11.1.5	CS2018-004	278 - 301
	<p><b>Coboconk Medical Centre Update</b>  Craig Shanks, Director of Community Services</p> <p><b>That</b> Report CS2018-004, <b>Coboconk Medical Centre Update</b>, be received; and</p> <p><b>That</b> Staff be directed to terminate the lease of a temporary facility for the purposes of the provision a Medical Centre in the community of Coboconk at the end of the current lease term (January 2019).</p>	
11.1.6	CS2018-005	302 - 304
	<p><b>Closure of Outstanding 2016 Approved Bobcaygeon Legacy C.H.E.S.T. Fund Projects</b>  Lisa Peimann, Executive Assistant to Community Services</p> <p><b>That</b> Report CS2018-005, <b>Closure of Outstanding 2016 Approved Bobcaygeon Legacy C.H.E.S.T. Fund Projects</b>, be received;</p> <p><b>That</b> Projects 330251, 330252, 330253, 330354, 330255, 330256, 330257, 330259 and 330260, be closed due to completion; and</p> <p><b>That</b> project 330258, Bobcaygeon Lawn Bowling, in the amount of \$540.00, be closed with a surplus and be placed back into the Bobcaygeon Legacy C.H.E.S.T. Fund Reserve Account 3.24320 to be made available for distribution in future grant funding years.</p>	
11.1.7	PRC2018-004	305 - 310
	<p><b>Consolidated Trails By-Law 2007-107 Review</b>  Jenn Johnson, Manager, Parks, Recreation and Culture</p> <p><b>That</b> Report PRC2018-004, <b>Consolidated Trails By-Law 2007-107 Review</b>, be received, and;</p> <p><b>That</b> a By-Law to amend By-Law 2007-107, being a by-law to regulate and govern trail uses along the Victoria Rail Trail Corridor in the City of Kawartha Lakes be presented to Council for adoption.</p>	
11.1.8	CORP2018-002	311 - 317
	<p><b>Property Tax Treatment of Vacant Residential Land</b>  Jennifer Stover, Director of Corporate Services</p>	

**That** the Ministry of Finance be notified of the City's interest in encouraging the development of vacant residential land that has been draft plan approved through a higher tax rate; and

11.1.9	PUR2018-005	318 - 320
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Ashley Wykes, Buyer  
Justin Chevrier, Supervisor Network Services and Client Support

**That** DCB Business Systems Inc. O/A OT Group of Belleville, being the highest scoring proponent be selected for award of Proposal 2017-37-OP Supply, Installation and Maintenance of Digital Multi-Functional Printing Devices for a sixty (60) month lease;

**That** the Mayor and Clerk be authorized to execute the lease.

11.1.10	PUR2018-006	321 - 323
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Ashley Wykes, Buyer  
Jörg Petersen, Manager Building and Property

**That** Report PUR2018-006 Proposal 2017-82-CP Demolition and Removal of Buildings and Structures at Various City Locations be received;

**That** Jones Group Ltd. of McGregor, being the highest scoring proponent, be selected for the award of Proposal 2017-82-CP Demolition and Removal of Buildings and Structures at Various City Locations for a proposed cost of \$263,380, plus HST;

**That** the demolition cost of \$263,380 plus \$15,000 contingency for a total of \$278,380 be financed from the General Contingency Reserve (1.32090);

**That** the Property Development Reserve (1.32035), with a current estimated balance of \$150,000, reimburse the General Contingency Reserve (1.32090) once it has sufficient funds from future sales of land in 2018 and 2019;

**That** subject to the receipt of the required documents, the Mayor and City Clerk be authorized to execute the agreement to award RFP 2017-82-CP; and

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

11.1.11

DEV2018-002

324 - 355

**Kawartha Lakes Healthy Environment Plan**

**Funding Agreement MCIP15346**

Denise Williams, Strategy Management

**That** Report DEV2018-002, **Kawartha Lakes Healthy Environment Plan Funding Agreement MCIP15346**, be received;

**That** the City of Kawartha Lakes develop a Greenhouse Gas Emissions Reduction and Community Energy Plan that will include specific tasks; who will accomplish them and when they will be implemented, estimated costs and an implementation and monitoring strategy; and

**That** the City of Kawartha Lakes committed and spent \$75,000 from its existing Operating budget in 2016 toward the costs of this initiative; and

**THAT** the Mayor and Clerk be authorized to execute the Kawartha Lakes Healthy Environment Plan Funding Agreement MCIP15346 attached as appendix A to this report.

11.1.12	DEV2018-003	356 - 425
	<p><b>Ontario Municipal Commuter Cycling (OMCC) Program Grant</b> Chris Marshall, Director of Development Services</p> <p><b>That Report DEV2018-003, Ontario Municipal Commuter Cycling (OMCC) Program Grant</b>, be received; and</p> <p><b>That</b> the necessary by-law authorizing the execution of an agreement with the Ministry of Transportation be presented to Council for adoption.</p>	
11.1.13	EA2018-006	426 - 434
	<p><b>Revisions to 2018 Gravel Resurfacing Program</b> Adam Found, Manager of Corporate Assets</p> <p><b>That Report EA2018-006, Revisions to 2018 Gravel Resurfacing Program</b>, be received; and</p> <p><b>That</b> the revisions to the 2018 Gravel Resurfacing Program (RD1806), as indicated in Appendix A attached to Report EA2018-006, be adopted.</p>	
11.1.14	EA2018-007	435 - 439
	<p><b>Amendment to Clean Water and Wastewater Fund Transfer Payment Agreement</b> Adam Found, Manager of Corporate Assets</p> <p><b>That Report EA2018-007, Amendment to Clean Water and Wastewater Fund Transfer Payment Agreement</b>, be received; and</p> <p><b>That</b> the Mayor and City Clerk be authorized to execute the Transfer Payment Agreement amendment attached as Appendix A to Report EA2018-007.</p>	
11.1.15	HH2018-001	440 - 457
	<p><b>Progress on Addressing Homelessness</b> Hope Lee, Administrator/Manager of Housing</p>	

**That** Report HH2018-001, Progress on Addressing Homelessness, be received; and

**That** the City of Kawartha Lakes, in its capacity as Service Manager for both the City of Kawartha Lakes and the County of Haliburton, recommit participation to the 20,000 Homes Campaign under the refocused aim to end chronic homelessness in 20 communities and house 20,000 of Canada's most vulnerable homeless people by July 1, 2020 committing to:

1. Adopting a functional end to chronic homelessness measure defined generally as three or less people experiencing chronic homelessness sustained for at least three consecutive months;
2. Committing to the Campaign's five key activities (as outlined in Attachment A to Report HH2018-001); and
3. Adopting the amended Canadian Observatory on Homelessness Definition of Homelessness as the local definition (as outlined in Attachment B to HH2018-001).

11.1.16      WM2018-001      458 - 465

**2018 Fenelon Landfill Public Review Committee Work Plan**

Kerri Snoddy, Waste Technician

**That** Report WM2018-001, **2018 Fenelon Landfill Public Review Committee Work Plan**, be received; and

**That** the 2018 Fenelon Landfill Public Review Committee Work Plan as outlined in Appendix A to Report WM2018-001, be approved.

11.1.17      MLE2018-001      466 - 478

**Coldstream Road Parking By-law Amendment to Establish Prohibited Parking Areas**

Aaron Sloan, Manager of Municipal Law Enforcement

**That** Report MLE2018-001, **Coldstream Road Parking By-law Amendment to Establish Prohibited Parking Areas**, be received;

**That** prohibited parking be added to both sides of the roadway starting at Hemlock St. continuing east approximately 440m ending in front of 140 Coldstream Rd.; and

**That** the necessary By-Law be forwarded to Council for adoption at a future meeting.

11.2	Correspondence	
11.2.1	CC2018-02.11.2.1	479 - 480
	<p><b>Memo - Councillor Pollard – Authorizing an Absence in accordance with the Municipal Act</b>  Cathie Ritchie, City Clerk</p> <p><b>That</b> the February 13, 2018 memorandum from Cathie Ritchie, City Clerk, regarding <b>Councillor Pollard – Authorizing an Absence in accordance with the Municipal Act</b>, be received; and  <b>That</b> Councillor John Pollard is authorized to be absent from City Council Meetings exceeding three successive months in accordance with Section 259(1)(c) of the Municipal Act, 2001, as amended.</p>	
11.2.2	CC2018-02.11.2.2	481 - 482
	<p><b>Memo -Federal Action on the Conservation of Heritage Properties</b>  William Bateman, Chair  Kawartha Lakes Municipal Heritage Committee</p> <p><b>That</b> the February 5, 2018 memorandum from William Bateman, Chair of the Kawartha Lakes Municipal Heritage Committee regarding <b>Federal Action on the Conservation of Heritage Properties</b>, be received.</p>	
11.2.3	CC2018-02.11.2.3	483 - 485
	<p><b>Memo - Preserving Canada's Heritage: The Foundation for Tomorrow</b>  Rob Macklem, Councillor</p>	

**Whereas** The House of Commons Standing Committee on Environment and Sustainable Development - Report 10 - Preserving Canada's Heritage: The Foundation for Tomorrow makes recommendations regarding the preservation of Canada's heritage;

**And Whereas** the Kawartha Lakes Municipal Heritage Committee recommends Council support the Standing Committees recommendations contained in Report 10;

**Therefore Be It Resolved That** the memorandum from Councillor Macklem dated February 13, 2018 be received; and

**That** Council support the recommendations of the Federal House of Commons Standing Committee on Environment and Sustainable Development contained in Report 10 - Preserving Canada's Heritage: The Foundation for Tomorrow; and

**That** this motion be sent to the honorable Catherine McKenna Minister of Environment, Bill Morneau Minister of Finance, and Jamie Schmale MP.

11.3 Items Extracted from Consent

12. **Committee of the Whole and Planning Committee Minutes**

13. **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 15.1.8 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 CC2018-02.15.1.1 486 - 486

**A By-law to Amend By-law 2018-007, being A By-law to Authorize the Financing of Capital Projects by Debenture with the Royal Bank**

15.1.2 CC2018-02.15.1.2 487 - 488

**A By-law to Amend By-law 2005-328 being A By-law to Establish Speed Limits (Mary Street West, Omemee and Park Street, Bobcaygeon)**



15.1.3	CC2018-02.15.1.3	489 - 490
	<b>A By-law to Assume Springdale Drive, Registered Plan 383 (PIN: 63205-0527(LT) and the corresponding 0.3 metre reserve, Registered Plan 383 (PIN 63205-0535(LT)), Part Lamb Avenue, Registered Plan 383 (PIN: 63205-0530(LT)), and Part Lawson Avenue, Registered Plan 383 (PIN: 63205-0531(LT)), Geographic Township of Ops, The Corporation of the City of Kawartha Lakes</b>	
15.1.4	CC2018-02.15.1.4	491 - 508
	<b>City Lands Encroachment By-Law</b>	
15.1.5	CC2018-02.15.1.5	509 - 577
	<b>A By-law to Authorize the Execution of an Agreement With Her Majesty The Queen in Right of the Province of Ontario as Represented by the Minister of Transportation for the Province of Ontario and the Corporation of the City of Kawartha Lakes - Ontario Municipal Commuter Cycling Program – 2018</b>	
15.1.6	CC2018-02.15.1.6	578 - 578
	<b>A By-law to Amend By-Law 2016-009, being a By-Law to Provide Authority for the Execution of Certain Documents and Affix the Corporate Seal on Behalf of the City of Kawartha Lakes</b>	
15.1.7	CC2018-02.15.1.7	579 - 592
	<b>A By-Law to Regulate the Disposition of Municipal Real Property in and for The Corporation of the City of Kawartha Lakes</b>	
15.1.8	CC2018-02.15.1.8	593 - 595
	<b>A By-law to Amend By-law 2007-107, being A By-law to Regulate and Govern Trail Uses Along the Victoria Rail Trail Corridor in the City of Kawartha lakes</b>	
15.2	By-Laws Extracted from Consent	
16.	Notice of Motion	
17.	Closed Session (If Not Completed Prior to Open Session)	
18.	Matters from Closed Session	

19.           Confirming By-Law

20.           Adjournment

# **The Corporation of the City of Kawartha Lakes**

## **Minutes**

### **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**

Mayor Letham called the Meeting to order at 1:00 p.m. Councillors I. Breadner, P. Dunn, 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.

Absent: Councillor J. Pollard

Late Arrival: Councillor G. James arrived during Closed Session at 1:08 p.m.

CAO R. Taylor, City Clerk C. Ritchie, Deputy Clerk A. Rooth, City Solicitor R. Carlson, Directors C. Marshall, B. Robinson, J. Rojas and C. Shanks were also in attendance.

**2. Adoption of Closed Session Agenda**

**CR2018-001**

**Moved By** Councillor Strangway

**Seconded By** Councillor Elmslie

**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**

**CR2018-002**

**Moved By** Councillor Veale

**Seconded By** Councillor Dunn

**That** Council convene into closed session at 1:01 p.m. in order to consider matters on the Tuesday, January 30, 2018 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**

**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 and Deputy Clerk A. Rooth 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**

**CR2018-010**

**Moved By** Councillor Macklem

**Seconded By** Councillor Yeo

**That** the Agenda for the Open Session of the Regular Council Meeting of Tuesday, January 30, 2018, be adopted as circulated and with the following amendments:

### **Addition – Consent Correspondence:**

Item 10.1.3

Christina Sisson, Supervisor, Development Engineering  
Report ENG2017-025 for Planning Advisory Committee  
Repeal of 2017-232, Replace with Correct PINs  
Morningside Subdivision – Phase 1 Assumption By-Law

### **Deletion – By-laws by Consent:**

Item 15.1.10

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

**CARRIED**

**6. Disclosure of Pecuniary Interest**

There were no declarations of pecuniary interest noted.

**7. Matters from Closed Session**

**Item 4.2**

The City Solicitor provided information and advice.

**Item 4.3**

The City Solicitor provided Council with information for the purpose of obtaining instruction.

**Item 4.4**

**CR2018-011**

**Moved By** Councillor Elmslie

**Seconded By** Councillor Stauble

**That** the following members of the public be appointed to the City of Kawartha Lakes Liquidation Task Force for a period of three (3) months from the date of the Task Force appointments being approved:

Mike Perry and Jim Garbutt

**CARRIED**

**Item 4.5**

**CR2018-012**

**Moved By** Councillor Miller

**Seconded By** Councillor Dunn

**That** the following members of the public be appointed to the City of Kawartha Lakes Environmental Advisory Committee:

Virginia Colling and Deborah Pearson for a one (1) year term ending December 31, 2018.

**CARRIED**

**Item 4.6**

**CR2018-013**

**Moved By** Councillor Junkin

**Seconded By** Councillor O'Reilly

**That** the following member of the public be appointed to the Lindsay Ops Landfill Public Review Committee:

Ken Trodd for a three (3) year term ending December 31, 2020.

**CARRIED**

**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**

Councillor Elmslie

- The Snowshoe Kawartha Winter Festival takes place in Fenelon Falls on February 3rd commencing at 11:00 a.m. on Cameron Lake.

Councillor Strangway

- Workshops to provide input on the development of a new Five Year Accessibility Plan will be held at City Hall February 1st at 9:00 a.m. and February 8th at 1:30 p.m.

Councillor Yeo

- There is a Loonie Action at the Coboconk Legion, February 3rd at 6:00 p.m. with funds going to support the Fresh Water Summit event.

- The Coboconk, Norland and Area Chamber of Commerce 2nd Annual Coby-Norland Frostival is on February 17th at the Coboconk Train Station from 12:00 to 4:00 p.m.

Councillor Martin

- The Omemee Downtown Revitalization Working Group public meeting on January 31st from 7:00 to 9:00 p.m. at Coronation Hall in Omemee.

Councillor O'Reilly

- The Annual Brotherhood Dinner is on February 26th at 7:00 p.m. at the Lindsay Legion.
- Big Brothers and Big Sisters Bowl for Kids Sake is on February 24th.
- The East Central Farm Show is March 7th and 8th at the Lindsay Exhibition.
- There will be an Open House at the new Dairy Goat Barn at 1747 Elm Tree Road on February 3rd from 10:00 a.m. to 3:00 p.m.
- Everyone is invited to a Family Day event organized by the Hockey Hall of Fame in partnership with the Kawartha Museum and Art Gallery at the Victoria Park Armoury from 11:00 a.m. to 4:00 p.m. He noted that local residents had the opportunity to see the Stanley Cup at the Victoria Park Armoury on January 21st.

### **8.3.2 Staff**

CAO Taylor introduced and welcomed Jennifer Stover to her new position as Director of Corporate Services.

### **8.4 Notice of Motion**

### **9. Deputations**

### **10. Consent Matters**

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

Item 10.1.2 - Councillor Junkin

Item 10.3.11 - Councillor James

Item 10.3.13 - Councillor James

Item 10.3.18 - Councillor Martin

Item 10.3.19 - Councillor James



Item 10.3.24 - Councillor Junkin  
Item 10.3.27 - Councillor Breadner

**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 10.1.2, 10.3.11, 10.3.13, 10.3.18, 10.3.19, 10.3.24 and 10.3.27.

**CARRIED**

## **10.1 Correspondence**

### **10.1.1 CC2018-01.10.1.1**

#### **Memo - Ontario Wildlife Damage Compensation Program**

Agricultural Development Advisory Board

Kelly Maloney, Agriculture Development Officer

#### **CR2018-014**

**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, Haliburton, Kawartha Lakes, Brock.

**CARRIED**

### **10.1.3 CC2018-01.10.1.3**

#### **Morningside Subdivision – Phase 1 Assumption By-Law**

**Repeal of 2017-232, Replace with Correct PINs**

**Report ENG2017-025 for Planning Advisory Committee**

Christina Sisson, Supervisor, Development Engineering

**CR2018-015**

**That** the January 17, 2018 memo from Christina Sisson, Supervisor, Development Engineering, regarding **Morningside Subdivision – Phase 1 Assumption By-Law Repeal of 2017-232, Replace with Correct PINs Report ENG2017-025 for Planning Advisory Committee**, be received.

**CARRIED**

**10.2 Approval of the Minutes**

**10.2.1 Council**

**10.2.1.1 CC2018-01.10.2.1.1**

**Regular Council Meeting of December 12, 2017**

**CR2018-016**

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

**CARRIED**

**10.2.1.2 CC2018-01.10.2.1.2**

**Special Council Meeting of December 13, 2017**

**CR2018-017**

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

**CARRIED**

**10.2.2 Committees of Council, Advisory Boards and Task Forces**

**10.3 Reports**

**10.3.1 CLK2018-001**

**Line Fence Matter - McCausland and Hehl**

Joel Watts, Deputy Clerk

**CR2018-018**

**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 1<sup>st</sup> to March 31<sup>st</sup> as ,2018 weather permits.

**CARRIED**

**10.3.2 LIC2018-001**

**Taxi Rates**

Alix Hick, Senior Licensing Officer

**CR2018-019**

**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.

**CARRIED**

**10.3.3 RS2018-001**

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

Christine Oliver, Law Clerk

**CR2018-020**

**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.

**CARRIED**

**10.3.4 RS2018-002**

**Acquisition of Land for Road Purposes - Glamorgan Road at Farmers Road**  
Laura Carnochan, Law Clerk

**CR2018-021**

**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.

**CARRIED**

**10.3.5 RS2018-004**

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

Laura Carnochan, Law Clerk - Realty Services

**CR2018-022**

**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.

**CARRIED**

**10.3.6 CS2018-001**

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

Lisa Peimann, Executive Assistant to the Director of Community Services

**CR2018-023**

**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.

**CARRIED**

### 10.3.7 CS2018-002

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

Lisa Peimann, Executive Assistant to the Director of Community Services

#### **CR2018-024**

**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.

**CARRIED**

#### **10.3.8 PRC2018-001**

##### **Fees and Charges – Community Parks**

Shelley Cooper, Community Partnership and Programs Supervisor

##### **CR2018-025**

**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.

**CARRIED**

#### **10.3.9 PRC2018-002**

##### **2018 Community Partnership & Development Fund Allocation**

Shelley Cooper, Community Partnership and Programs Supervisor

##### **CR2018-026**

**That** Report PRC2018-002, **2018 Community Partnership and Development Fund Allocation**, be received.

**CARRIED**

#### **10.3.10 PRC2018-003**

**2018 50-50 Community Project Capital Fund Allocation**

Shelley Cooper, Community Partnership and Programs Supervisor

**CR2018-027**

**That** Report PRC2018-003, **2018 50/50 Community Project Capital Funding Allocation**, be received;

**CARRIED**

**10.3.12 PUR2018-002**

**2017-52-CT Pinewood Drinking Water System Well No 5 Construction**

Launa Lewis, Buyer, Financial Services

**CR2018-028**

**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.

**CARRIED**

**10.3.14 PUR2018-004**

**Request for Proposal 2017-99-OP Claims Adjusting Services**

Ashley Wykes, Purchasing Officer

**CR2018-029**

**That** Report PUR2018-004, **Request for Proposal 2017-99-OP Claims Adjusting Services**, be received; and



**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.

**CARRIED**

#### **10.3.15 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**

Debra Soule, Arts, Culture, Heritage Development Officer

**CR2018-030**

**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.

**CARRIED**

#### **10.3.16 ED2018-002**

**Recommended Terms of Reference City of Kawartha Lakes Drainage Task Force**

Kelly Maloney, Agriculture Development Officer

**CR2018-031**

**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.

**CARRIED**

**10.3.17 PLAN2018-005**

**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

**CR2018-032**

**That** Report PLAN2018-005, **Bylykbash and Pyke - D06-17-029**, be received;

**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.

**CARRIED**

**10.3.20 ENG2018-003**

**Request for Speed Reduction Park St.**

Joseph Kelly, Senior Engineering Technician

**CR2018-033**

**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.

**CARRIED**

**10.3.21 ENG2018-004**

**Request for Speed Reduction Mary St Omemee**

Joseph Kelly, Senior Engineering Technician

**CR2018-034**

**That** Report ENG2018-004, **Request for Speed Reduction – Mary Street, Omemee**, be received;

**That** the speed limit of Mary Street West from Cross Street South to Sturgeon Road South 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.

**CARRIED**

**10.3.22 ENG2018-005**

**CKL 47 Haul Route Agreement**

Mike Farquhar, Supervisor, Technical Services

**CR2018-035**

**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.

**CARRIED**

#### **10.3.23 TR2018-002**

##### **Transit Advisory Board Annual Report**

Todd Bryant, Manager of Fleet and Transit Services

##### **CR2018-036**

**That** Report TR2018-002, **Transit Advisory Board Annual Report**, be received; and

**That** the 2018 work plan for the Transit Advisory Board be approved.

**CARRIED**

#### **10.3.25 WWW2018-001**

##### **Water System Cross-Connection Control Program Policy**

Robert MacPherson, Water and Wastewater Technician

##### **CR2018-037**

**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.

**CARRIED**

#### **10.3.26 WWW2018-002**

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

David Kerr, Manager, Environmental Services

##### **CR2018-038**

**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.

**CARRIED**

#### **10.4 Items Extracted from Consent**

##### **10.1.2 CC2018-01.10.1.2**

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

**Solar Flow Through Funds Correspondence - To be Added upon Approval of the Amended Agenda**

Cathie Ritchie, City Clerk

**Moved By** Councillor O'Reilly

**Seconded By** Councillor Strangway

**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.

**Amendment:**

**Moved By** Councillor Stauble

**Seconded By** Councillor Martin

**That** the resolution be amended by removing "or all Projects with the same Renewable Fuel anywhere in the Local Municipality, and Council did provide such support in a prior resolution".

A recorded vote was requested by Councillor Stauble.

<b>Recorded</b>	<b>For</b>	<b>Against</b>	<b>Absent</b>
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		
<b>Results</b>	<b>13</b>	<b>3</b>	<b>1</b>
			<b>CARRIED</b>

**Motion as Amended:**

**CR2018-039**

**Moved By** Councillor O'Reilly

**Seconded By** Councillor Strangway

**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;

**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.

Motion as amended - A recorded vote was requested by Councillor Junkin.

<b>Recorded</b>	<b>For</b>	<b>Against</b>	<b>Absent</b>
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	
<b>Results</b>	<b>12</b>	<b>4</b>	<b>1</b>



**CARRIED**

**10.3.11 PUR2018-001**

**Request for Proposal 2011-28-OP Waste and Recyclables Collection  
Renewal**

Marielle van Engelen, Buyer, Financial Services

**CR2018-040**

**Moved By** Councillor James

**Seconded By** Councillor O'Reilly

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

**CARRIED**

**CR2018-041**

**Moved By** Councillor Stauble

**Seconded By** Councillor Junkin

**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.

**CARRIED**

**10.3.13 PUR2018-003**

**Tender 2013-71-OT For the Operation and Maintenance Services Agreement for Water and Wastewater Treatment Facilities**

Marielle van Engelen, Buyer, Financial Services

**Moved By** Councillor James

**Seconded By** Councillor Yeo

**That** Report PUR2018-003, **2013-71-OT for the Operation and Maintenance Services Agreement for Water and Wastewater Treatment Facilities**, be received; and

**That** Council not exercise 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.

**MOTION FAILED**

**CR2018-042**

**Moved By** Councillor Elmslie

**Seconded By** Councillor Seymour-Fagan

**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; and

**That** Staff be directed to prepare a Request for Proposal (RFP) by end of Q2 2019 prior to the expiry of the agreement extension.

**CARRIED**

Council recessed at 3:13 p.m. and reconvened at 3:23 p.m.

**10.3.18 ENG2018-001**

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

Joseph Kelly, Senior Engineering Technician

**CR2018-043**

**Moved By** Councillor Martin

**Seconded By** Councillor Elmslie

**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; and

**That** staff report back to Council with additional information with regards to speeding by end of Q2 2019.

**CARRIED**

**10.3.19 ENG2018-002**

**River Road Bridge Reconstruction Update**

Juan Rojas, Director of Engineering and Corporate Assets

**CR2018-044**

**Moved By** Councillor James

**Seconded By** Councillor Miller

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

**CARRIED**

**10.3.24 TR2018-003**

**Community Transportation Grant Application**

Todd Bryant, Manager of Fleet and Transit Services

**CR2018-045**

**Moved By** Councillor Junkin

**Seconded By** Councillor Miller

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

**That** the City review the need for transit in 2023.

A recorded vote was requested by Councillor Strangway.

<b>Recorded</b>	<b>For</b>	<b>Against</b>	<b>Absent</b>
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		
<b>Results</b>	<b>10</b>	<b>6</b>	<b>1</b>

**CARRIED**

**10.3.27 WWW2018-004**

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

Amber Hayter, Supervisor Water and Wastewater

**Moved By** Councillor Breadner

**Seconded By** Councillor Dunn

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

**That** Schedule A to the Draft By-law be amended to revise the Bulk Water Fees to include the Calculated Annual Flat Rate Fee to a 2018 amount of \$4.6789 per cubic meter;

**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, as amended, 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.

**CR2018-046**

**Moved By** Councillor Stauble

**Seconded By** Councillor Strangway

**That** the motion be referred to staff to provide additional detail and alternatives for revision of the Bulk Water Fees.

**CARRIED**

**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**

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

Items 15.1.6 and 15.1.10 were extracted from the Consent Agenda.

**CR2018-047**

**Moved By** Councillor Yeo

**Seconded By** Councillor Breadner

**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, save and except Items 15.1. 6 and 15.1.10.

**CARRIED**

**15.1 By-Laws by Consent**

**15.1.1 By-law 2018-001**

**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 By-law 2018-002**

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

**15.1.3 By-law 2018-003**

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

**15.1.4 By-law 2018-004**

**A By-law for the Annual Appointment of a Council Member to the Committee of Adjustment**

**15.1.5 By-laws 2018-005 and 2018-006**

**A By-law to Rescind and Replace By-law 2017-232 a By-law to Assume Dobson Street, Kyle Court, Truax Street, Gunsolus Street**

**15.1.7 By-law 2018-007**

**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 By-law 2018-008**

**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 By-law 2018-009**

**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**

**15.1.11 By-law 2018-010**

**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 By-law 2018-011**

**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 By-law 2018-012**

**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**

**15.1.6 CC2018-01.15.1.6**

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

Note to Minutes: No action was taken on this Item due to the action taken on Item 10.3.27.

**15.1.10 CC2018-01.15.1.10 - Removed upon adoption of the Amended Agenda**

**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**

**16. Closed Session (If Not Completed Prior to Open Session)**

**17. Matters from Closed Session**

**18. Confirming By-Law**

**18.1 By-law 2018-013**

**A By-law to Confirm the Council Proceedings of January 30, 2018**

**CR2018-048**

**Moved By** Councillor Martin

**Seconded By** Councillor Junkin

**That** a by-law to confirm the proceedings of a Regular Council Meeting held Tuesday, January 30, 2018 be read a first, second and third time, passed, numbered, signed and the corporate seal attached.

**CARRIED**

**19. Adjournment**

**CR2018-049**

**Moved By** Councillor James

**Seconded By** Councillor Dunn

**That** the Council Meeting adjourn at 4:52 p.m.

**CARRIED**



**Read and adopted this 13th day of February, 2018.**

---

Andy Letham, Mayor

---

Cathie Ritchie, City Clerk

# The City of Kawartha Lakes Transit Operational Review

## Lindsay Transit Master Plan

January 30, 2018

Transit Consulting Network



# Presentation Overview

- 2008 Transit Plan
- Study Objectives
- Current Service
- Transit Report Card and Peer Review
- Community Engagement Process
- Transit Master Plan Recommendations
- Summary

# 2008 Transit Plan MMM Study

- Meet AODA standards
- Specialized Transit
- Conventional Routes change
- Transit Hub and Shelters
- Buses
- Advertising
- Rural Transit

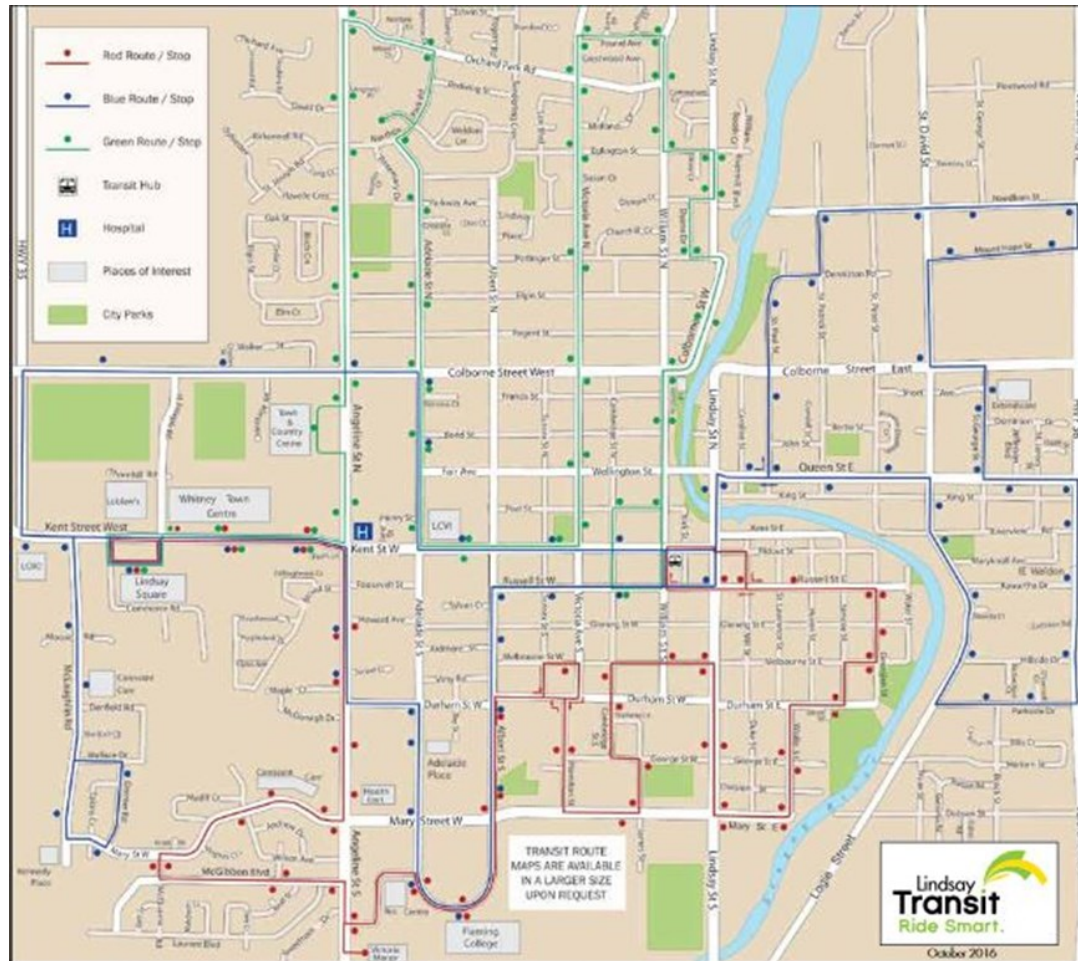
# 2018 Study Objectives

- Assess current and future transit operating environment
- Identify challenges and opportunities
- Meet community expectations
- The ultimate goal and challenge is to provide a transit service plan for the Town of Lindsay that meets public transit needs in a fiscally responsible manner

# Current Transit Service

- Radial route network
- Three routes
- 60-minute return at downtown terminal
- Monday – Saturday 7:00am to 7:00pm

# Route Map



# Route Design Principles

- 95% of stops within 5 minute walk (450 metres)
- Maintain two-way service to extent possible
- Safe travel speeds (18 kph to 22 kph)
- Ensure key (priority) destinations are served appropriately
- Reflect community input
- Understanding that poor route performance at times are necessary
- Low-cost service delivery where demand may be low



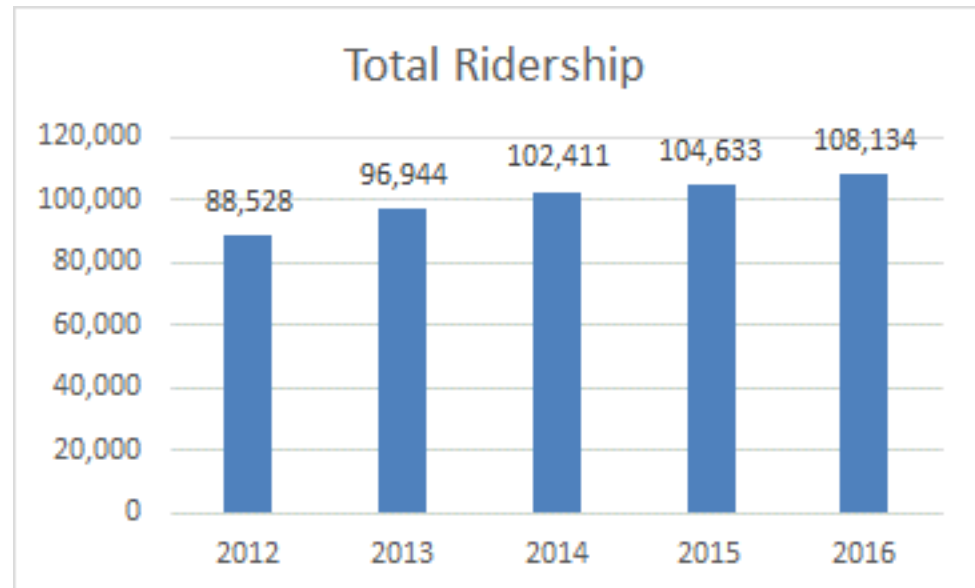
# 2011-2016 Report Card Review

## 2012-2016 - Transit and LIMO Ridership

2012 to 2016 Lindsay Transit and LIMO Ridership					
Year	Lindsay Transit Ridership	LIMO Ridership	Total Ridership	% Lindsay Transit	% LIMO
2012	80,969	7,559	88,528	91%	9%
2013	85,691	11,253	96,944	88%	12%
2014	88,810	13,601	102,411	87%	13%
2015	92,248	12,385	104,633	88%	12%
2016	94,511	13,623	108,134	87%	13%
Change 2016 Vs 2012	13,542	6,064	19,606	-4.1%	4.1%
% Change 2016 Vs 2012	16.7%	80.2%	22.1%	-4.4%	47.5%

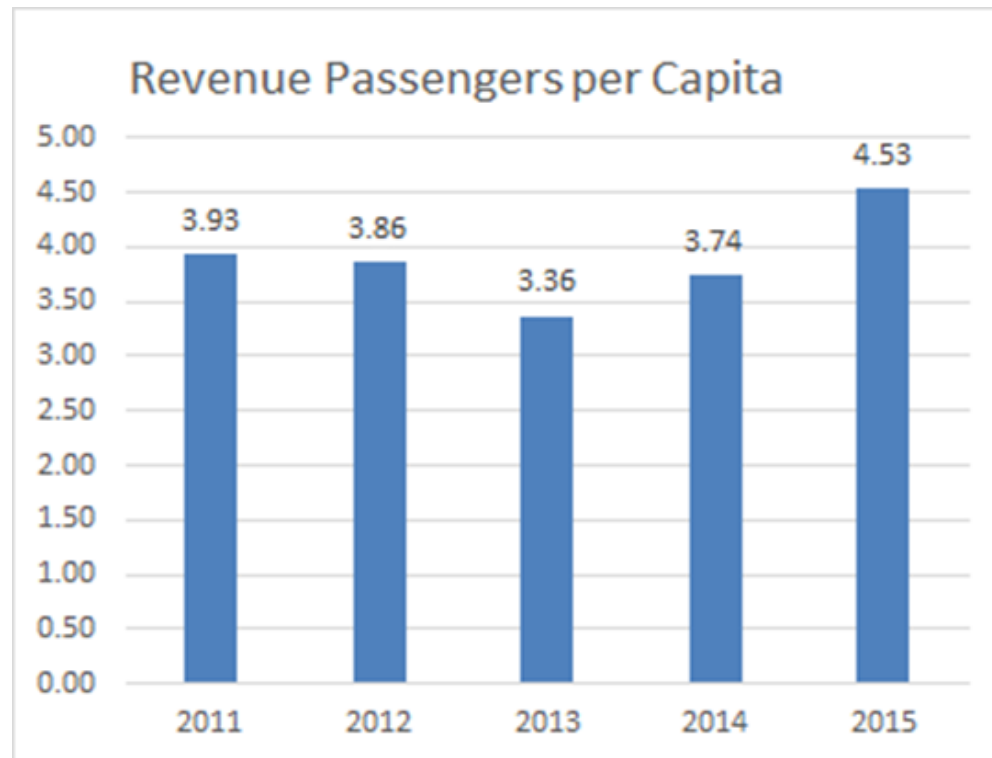
# 2012-2016 Transit and LIMO Ridership

- For every 1% in population growth, public transportation demand grew by 3% (3x population growth!)
- LIMO demand increased from 9% to 13% of total demand



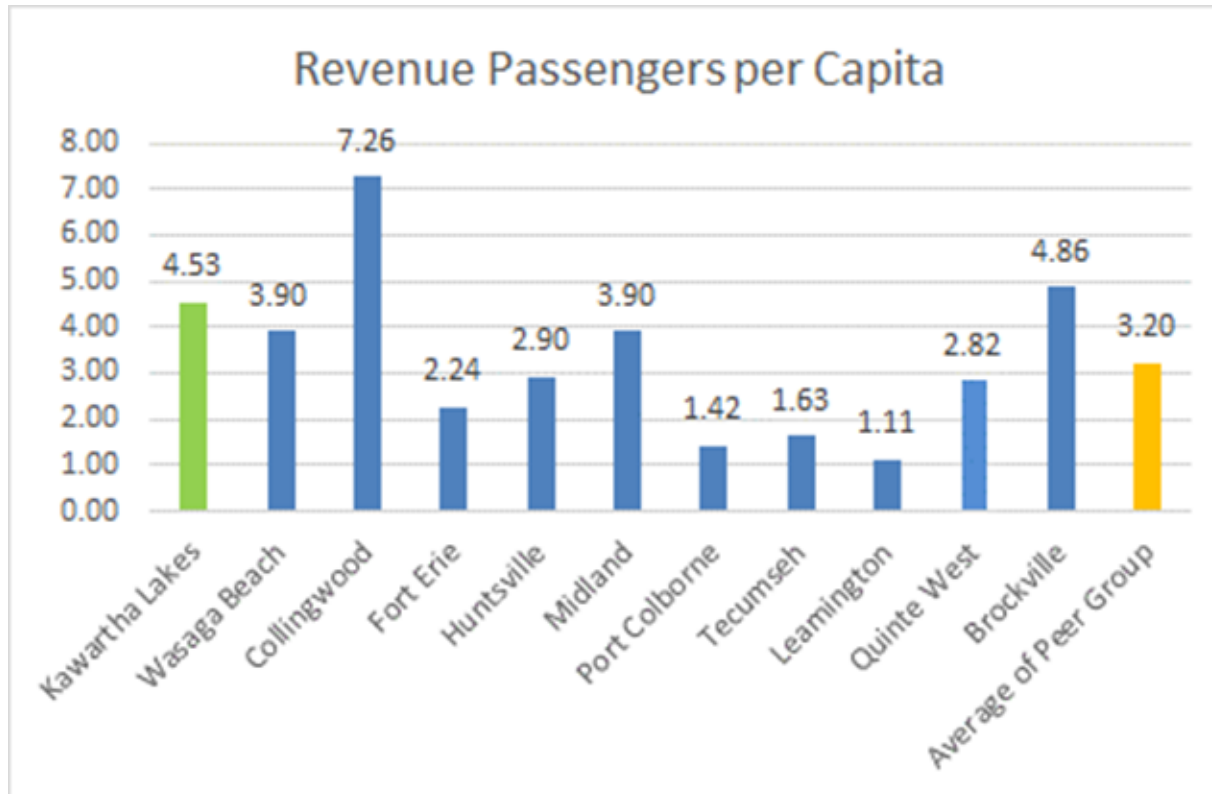
# Revenue Passengers per Capita

- Significant 15.3% increase in Lindsay Transit effectiveness over 5 years



# Revenue Passengers per Capita

- Impressive 41.6% higher than average value of the peer group in 2015



# The Transit Market

- Captive market – those that have no other affordable means of travel
- Aging population
- Living longer
- Aging in place
- ‘Grey’ market
- Transit needs to adapt
- Choice market that has room to grow

# The Transit Market

- Students are the future of Transit
- Different world than previous generations
- Millennial's
- More environmentally conscious
- Deferring car ownership
- More financially aware of benefits
- Economic benefits of transit
- Businesses need employees
- Employees need businesses

# The Cost of Car Ownership

- Assume 75% of 2015 CAA Driving Costs used based on 16,000km/ year
  - \$630/ month by car Vs \$60/ month by bus

ANNUAL DRIVING COSTS – based on the Camry LE				
Km driven per year	Annual operating costs (variable)	Annual ownership costs (fixed)	Total cost	Cost per km
12,000 km	\$1,975.20	\$7,179.84	\$9,155.04	\$0.76
16,000 km	\$2,633.60	\$7,494.00	\$10,127.60	\$0.63
18,000 km	\$2,962.80	\$7,494.00	\$10,456.80	\$0.58
24,000 km	\$3,950.40	\$7,801.08	\$11,751.48	\$0.49
32,000 km	\$5,267.20	\$8,373.48	\$13,640.68	\$0.43

# The Cost of Car Ownership

- Consider a person earns \$12 net per hour and works 24 hours per week
- 13 hours per month just to carry the cost of a car (over half of part time employee's income)
- Major car repair can be devastating to some families
- Leaves little, if any, disposable income that could be spent locally for goods and services.

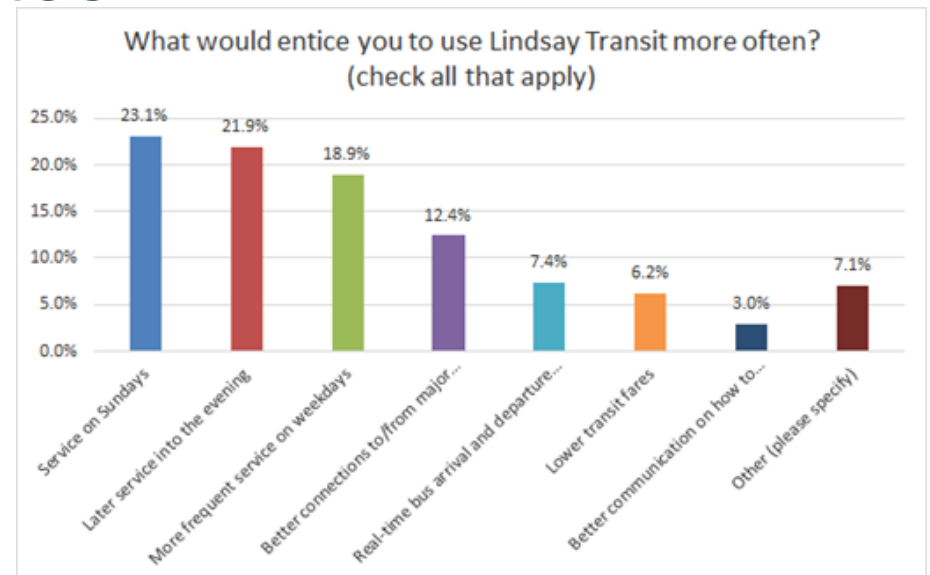


# Community Engagement

- Lindsay Transit Survey: 199 respondents
- Employer Survey: 32 businesses representing approximately 900 employees
- Bus Operator focus group
- Municipal Staff focus group
- Business Community focus group
- Bus Ride-along/ passenger interviews
- Fleming College open house and student interviews
- Accessibility Committee
- Transit Advisory Board focus group

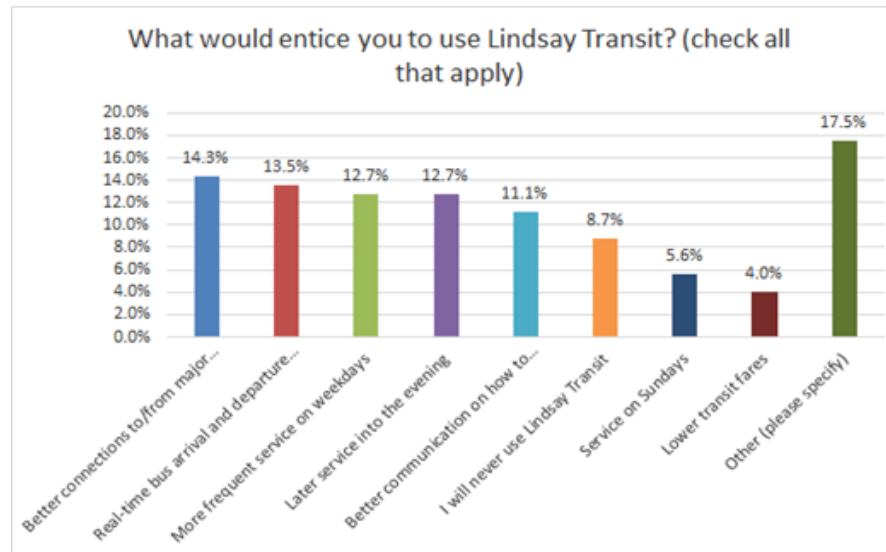
# Community Priorities what we heard

- Add Sunday service
- Later evening service to accommodate retail industry
- More direct bus routes



# Community Priorities what we heard

- Real time passenger information
- Cover more areas of Lindsay
- Connecting hotels with key destinations
- Provide service to communities outside of Lindsay

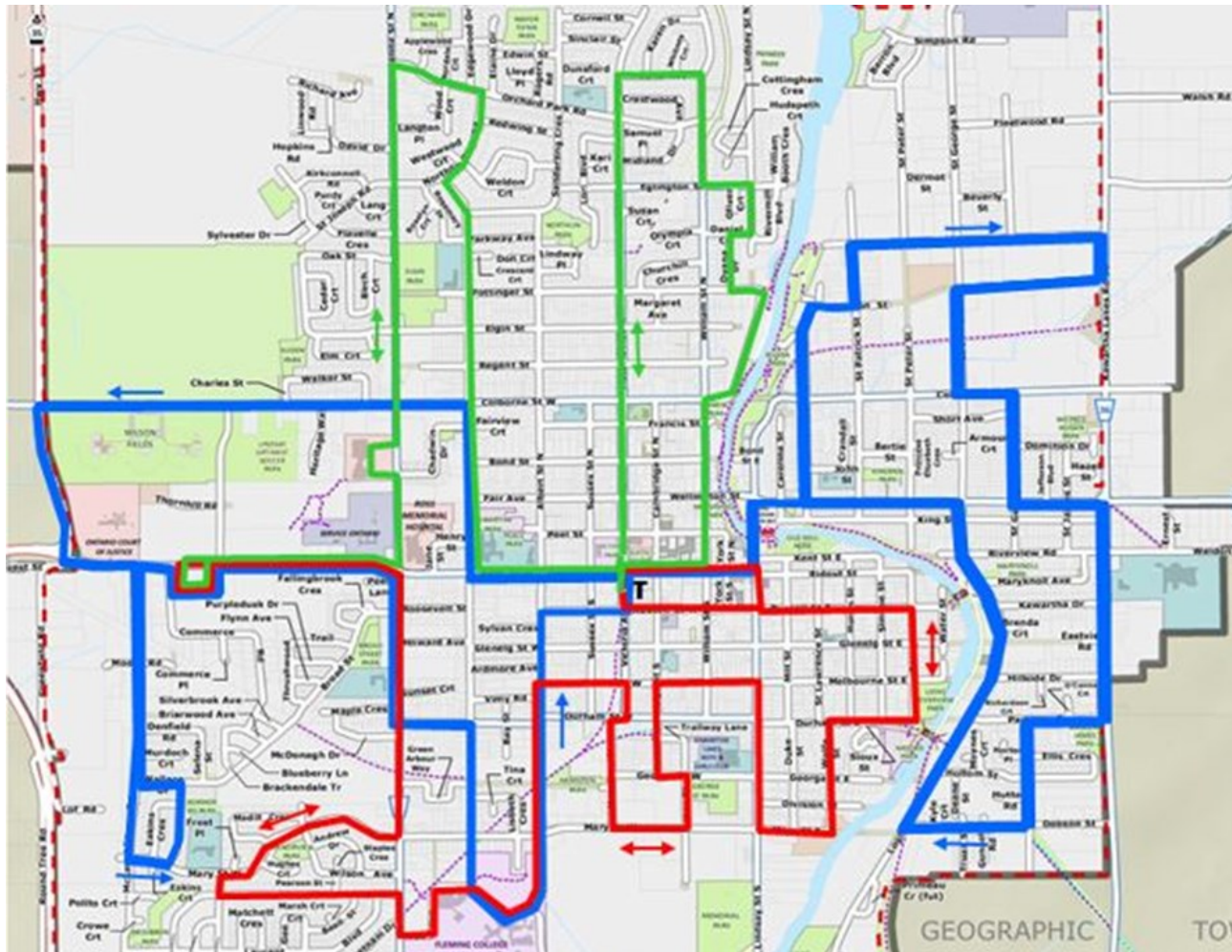


# Recommendations

2018

- Modify existing 3-route network
- Blue Route
- Green Route
- Red Route
- LIMO service expanded to Springfield Gardens, LEX and Country Estates

# Recommendations



# Recommendations

2019-2020

- Add Sunday service to all routes and LIMO
- LIMO expanded to new residential developments
- Increase employee compliment to match service needs

# 2021-2022 Route Network and Service

- 4-route network
- Orange Route (NEW)
- Blue Route
- Green Route
- Red Route
- Can be easily modified to serve new development in north-west, south and south-east Lindsay
- Extend service to 11:00pm



# 2021-2022 Route Network





# 2023-2027 Route Network and Service

## 2023

- Commence minimum service to link Bobcaygeon and Fenelon Falls to Lindsay
- Investigate service to GO bus stop at HWY35 and 115

## 2024-2025

- Expand days and hours of service to the Bobcaygeon and Fenelon Falls service to Lindsay

## 2026-2027

- Implement service to GO bus stop at HWY 35 and 115

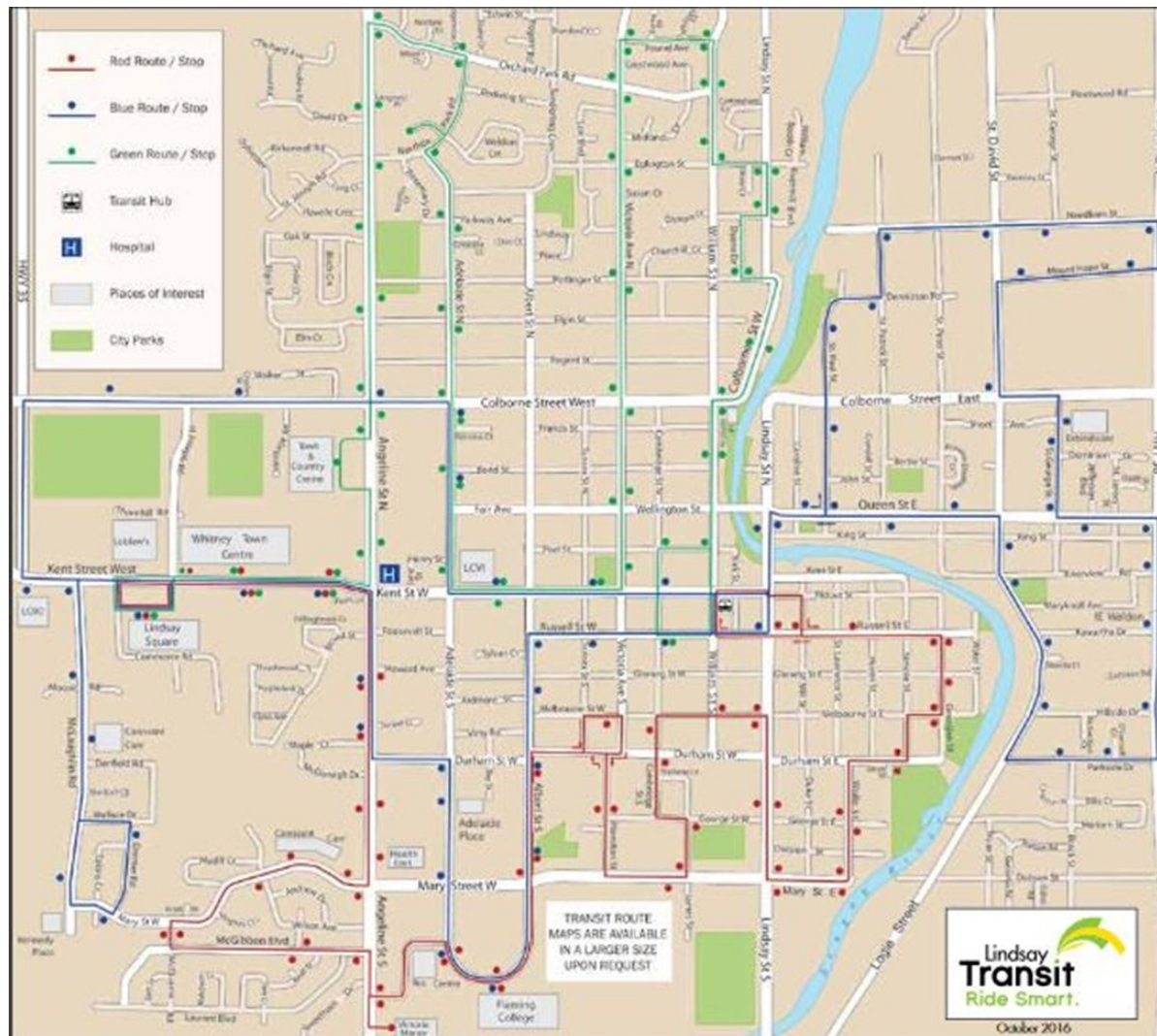
# Other Improvements

- Install smart card technology and accommodate mobility payment
- Equip buses with bike racks
- Heated bus shelter at downtown transfer location
- Consolidate transit operations to one building location from two locations
- Add Community Liaison staff member
- Add one full time bus operator for every 2080 hours of service per year
- Add one full time mechanic to accommodate increased service hours
- Investigate 'off-street' transit terminal location in the downtown

# Summary

- Transit ridership has far outpaced population growth by 3 to 1
- LIMO ridership outpacing Lindsay Transit ridership growth
- The transit market is changing
- Extensive community engagement process undertaken
- Recommendations include expanding Lindsay Transit service by adding a 4th route, increasing hours and days of operation and the expansion to outlying communities
- Expansion of specialized transit to outlying communities
- Strategy in place to expand service to newer developments
- Adding smart card technology, bike racks and improved bus stop infrastructure

# Questions?



# **The Corporation of the City of Kawartha Lakes**

## **Council Report**

**Report Number CAO2018-001**

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**Date:** February 13, 2018

**Time:** 2:00 p.m.

**Place:** Council Chambers

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**Ward Community Identifier:** all

**Subject:** Proposed CKL Local Improvement Loan Program

**Author Name and Title:** Ron Taylor, CAO

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### **Recommendation(s):**

**That** Report CAO2018-001, **Proposed CKL Local Improvement Loan Program**, be received;

**That** the CAO be authorize to negotiate an agreement with Kawartha Lakes Community Futures Development Corporation for an interest free improvement loan to a maximum of \$500,000 and matched by the City; and

**That** staff report back to Council on the details of implementing a Community Improvement Plan to incent local non-residential building improvements, inclusive of a supporting CKL Local Improvement Loan Program.

**Department Head:**\_\_\_\_\_

**Financial/Legal/HR/Other:**\_\_\_\_\_

**Chief Administrative Officer:**\_\_\_\_\_

## Background:

One of the objectives of the Economic Development Strategy is to “develop, fund, and implement a Downtown Community Improvement Plan” in 2018.

In alignment with this objective, the Kawartha Lakes Community Futures Development Corporation (KLCFDC) offers a program, in conjunction with Fed Dev Ontario, to provide municipalities with an interest free loan to support downtown improvements.

KLCFDC is proposing an interest free loan of up to \$500,000 with matching loan funding to be provided by the City. These funds would be used in a multi-year program to incent building and land improvements in alignment with City priorities, programs and plans, such as:

- derelict building repairs and improvements;
- heritage district and building restoration and improvements;
- affordable rental housing private space retrofits in mixed-use buildings; and
- downtown mainstreet revitalization and enhancements.

## Rationale:

Section 106(1) of the Municipal Act states: “a municipality shall not assist directly or indirectly any manufacturing business or other industrial or commercial enterprise through the granting of bonuses for that purpose.” Providing financial or other assistance, or bonusing, is normally prohibited, and includes the following actions:

- Giving or lending money or municipal property;
- Guaranteeing borrowing;
- Leasing or selling municipal property below fair market value; or
- Giving a total or partial exemption from any levy, charge or fee.

Community improvement initiatives are an exception to this rule in accordance with Section 106(3) of the *Municipal Act* for municipalities exercising their powers under Section 28(6), (7), or (7.2) of the *Planning Act*, or under Section 365.1 of the *Municipal Act*.

This provides the legislative basis for the City to partner with the KLCFDC to offer a loan program to qualifying parties as part of a Community Improvement Plan.

With Council’s endorsement of the partnership with KLCFDC staff will proceed with the development of a Community Improvement Plan (CIP) in consultation with KLCFDC, City departments and local business groups. The Plan will outline the eligibility criteria of who can apply, and for what specific projects. The Plan will also detail how the Program will be administered including minimum and maximum loan amounts, low/no interest, payback period, and loan eligibility

requirements. It is anticipated that a committee would be established to provide oversight to the Program.

It is important to note that there is an opportunity for other partners, including the Province of Ontario, to support this Program where priorities and funding scope are in alignment. Partners could consider additional interest free loan funds to contribute to the Program, and/or could offer small front-end grants for successful loan recipients to further incent improvement activities.

### **Other Alternatives Considered:**

Status quo is an option whereby financial incentives are not offered to support the revitalization of our settlement areas.

Another option would be for the City to offer grants for community improvements rather than a low/no interest rate loan. The program would operate in a similar manner, however the City would fund the cost of eligible works with no opportunity for recovery. The loan program will be monitored to determine uptake and effectiveness.

### **Financial/Operation Impacts:**

A detailed CIP will be prepared to outline the specific loan criteria and eligibility. KLCFDC will provide 50% of the loan funding, with matching loan funds coming from the City.

The only financial impact to this initiative will be cash flow. Any City funds provided as a loan to approved applicants will be paid back, with cost recovery, and over a defined period of time. All loans will be registered on title and will have priority lien status should the party default.

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

The recommendations within this report directly align with Council's goal to establish a Vibrant and Growing Economy by investing in community improvements that support local business and downtown revitalization and prosperity.

### **Review of Accessibility Implications of Any Development or Policy:**

As noted earlier in this report, the development of a Community Improvement Plan is a stated objective of the Economic Development Strategy.

It is anticipated that the CIP will provide loan opportunities for eligible businesses undertaking efforts to improve accessibility and/or provide affordable housing.

**Consultations:**

Kawartha Lakes Community Futures Development Corporation  
Director, Development Services  
Acting Manager, Economic Development  
Director, Corporate Services  
Treasurer

**CAO Email:** [rtaylor@kawarthalakes.ca](mailto:rtaylor@kawarthalakes.ca)

**CAO:** Ron Taylor

**Department File:**



# **The Corporation of the City of Kawartha Lakes**

## **Council Report**

**Report Number TR2018-001**

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**Date:** Tuesday February 13, 2018

**Time:** 2:00 p.m.

**Place:** Council Chambers

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**Ward Community Identifier:** Ward 9, 10, 11, 12

**Subject:** Lindsay Transit Master Plan

**Author Name and Title:** Todd Bryant Manager Fleet and Transit

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### **Recommendation(s):**

**That** Report TR2018-001, **Lindsay Transit Master Plan**, be received;

**That** Council approve the recommendations of the draft “The City of Kawartha Lakes Lindsay Transit Master Plan 2018” report as outlined in Appendix A to Report TR2018-001;

**That** Staff be authorized to place the Master Plan report on the City website for public review; and

**That**

Staff be directed to update the Capital Asset Management Plan based on the recommendations in the Master Plan.

**Department Head:**\_\_\_\_\_

**Financial/Legal/HR/Other:**\_\_\_\_\_

**Chief Administrative Officer:**\_\_\_\_\_

## **Background:**

The City of Kawartha Lakes completed a Transit Master Plan in April of 2008 that specified objectives for Lindsay Transit to undertake over a ten year period. The plan period is now completed and the City has retained the services of Transit Consulting Network to develop a Transit Master Plan for the next 10 years (2017-2027). The key drivers of the plan are to build on recent successes, improve service reliability and accessibility, expand transit's reach within the City where supported by sound business case, and identify alternatives to improve upon the existing routes and route network design.

A ten-year transit asset management plan will also need to be in place to ensure timely acquisition of equipment and that sufficient infrastructure and technology is in place to support the proposed transit service plan.

The final draft of "The City of Kawartha Lakes Lindsay Transit Master Plan 2018" (Appendix A to this report) 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 Board endorses the Lindsay Transit Master Plan Report and recommends it be presented to Council.

CARRIED

This report addresses that purpose.

## **Rationale:**

Lindsay Transit is a well-established service that consists of three separate routes (Green Route, Red Route and Blue Route) that connect at an on-street transit terminal in the central business district of Lindsay. The three routes provide service to the different areas of the community. The service is well utilized with over 102,000 passenger trips carried in 2017.

The draft Master Plan (Appendix A) builds on the successful performance growth of both Lindsay Transit and LIMO over the last five years. The Transit Master Plan is designed to take the City to the next level - to expand the reach of transit within Kawartha Lakes and to meet the needs of an aging population that wants to 'age in place'. The demand for accessible public transportation both within the Lindsay urban area and to adjacent and remote areas outside of Lindsay will continue to grow.

Transit users, stakeholders and staff are looking to establish clear direction for Transit. The Master Plan provides a framework for operational and capital activities considering current and future needs, and provides recommendations for the next ten (10) years. The Consultant considered factors such as projected population growth, capital cost, phasing in and development activities in their review.

The financial analysis contained within the Master Plan identified estimated costs in 2017 dollars. The values contained within the presentation and final report are provided by the Consultant and are considered reasonable.

Many groups, organizations and individuals have had input into the Transit Master Plan, including the Transit Advisory Board, Council members, transit riders, local businesses and employees, CKL staff, employers, bus operators, Fleming College students, Accessibility Advisory Committee and more. All have been willing to offer solutions, advice and opinions. In all, more than 1100 people were represented by or participated in this plan. Transit Focus Groups (TFG) are designed to help prioritize local transit investments based on industry best practices in route and service design. The TFG information received would be used to complement a community survey that was undertaken by City of Kawartha Lakes staff in 2017 and assist in the future direction of Lindsay Transit.

City Staff and the Consultant review transit industry best practices and use that knowledge to support service recommendations. The goal is to maximize transit growth opportunities while maintaining cost effectiveness. Review of industry best practices drives local transit planning process. Those best practices can help clarify, for example, whether service changes should be designed to expand the system and target new riders, or whether existing funding levels should be reallocated to better serve existing customers. It is important to ensure that the decisions and recommendations in the Master Plan reflect input from all stakeholders, including non-transit users.

The framework consists of:

### **Goals and Objectives**

This provides general direction for the community.

### **Service Standards**

This assists in determining where, when, why and how service will be provided.

Through the consensus-building process that was advocated throughout the study, Transit Consulting Network developed a number of goals and objectives based on the vision and mission statement that was developed in 2012.

## **Vision Statement**

The preferred future of public transportation in the City of Kawartha Lakes:  
*“To provide a safe and reliable public transportation service that serves the citizens and businesses of the City of Kawartha Lakes.”*

To support the transit vision, a number of goals and objectives have been developed. Lindsay Transit and LIMO Specialized Transit strives to provide a reliable, safe, comfortable, and cost-effective public transportation service for residents. Lindsay Transit and LIMO Specialized Transit strives to ensure that the public transportation service is cost-effective, energy efficient, and contributes to improving the quality of life of all residents of the City of Kawartha Lakes.

## **Service Goals**

To provide a public transportation system as a viable alternative to the automobile in the City of Kawartha Lakes to:

- Improve the quality of life of residents who do not have access to an automobile.
- Improve pedestrian access to transit service.
- Meet the travel demand generated by various target markets in the employment, academic, commercial, medical, and service industries.
- Recognize that transit is an integral component of urban growth.

## **Performance Goals**

Transit performance targets have been updated and established for the next five years as follows:

- **Effectiveness:** Increase transit use by 20% - from 4.5 to 5.4 revenue passengers per capita served by 2023.
- **Efficiency:** Increase service utilization use by 20% from 9.8 to 11.8 passengers per hour of service by 2023.

## **Financial Goals**

- To keep financial costs and cost increases in line with Council objectives.

## **Transit Ridership Growth Plan**

Expanding route coverage within Lindsay while increasing the annual transit service hours over the next five years and beyond is a significant transit ridership growth strategy. Residents will have better access to jobs while businesses will have a larger pool of both employees and customers. Equally important is that

the increased investment in transit enhances the quality of life of existing and future residents that have no other affordable means of travel.

Expanding the reach of transit and increasing service hours will have the largest impact in growing transit use within the City of Kawartha Lakes. Since many goods, services and employment opportunities are outside of Kawartha Lakes, it is reasonable to assume that transit connections to locations outside of Lindsay will increase local transit use as well.

### **City-wide Transit**

In smaller communities such as Fenelon Falls, Bobcaygeon and some of the smaller village areas in Kawartha Lakes, some form of public transit would improve mobility for the many residents unable to utilize private vehicles for their travel needs. Access to medical facilities in Lindsay was a need clearly expressed during the community engagement process. It would also provide Lindsay residents with the ability to travel Kawartha Lakes communities outside of Lindsay. The Transit Master Plan provides an outline for providing this service, including timeframes and costs that would be brought to council for approvals.

Reviewing expansion of service as recommended in the plan for 2023 will better address existing needs of residents. For residents of households that are fortunate to own a car or multiple cars, the change from auto to transit will not occur overnight; it will take time. As a newly branded transit system becomes more visible, the hours of operation are expanded and more communities are served, a clear transit choice will emerge. Some households will not need that 2<sup>nd</sup> or 3<sup>rd</sup> auto and they may choose to reduce car ownership immediately or when a car needs replacement. This has multiple benefits, reducing greenhouse gas and infrastructure costs, while giving families greater disposable income that normally would have gone to vehicle ownership. Further, Kawartha Lakes is becoming a living destination for seniors and retirees. This makes the need and demand for Lindsay Transit and LIMO Specialized Transit services increase year over year.

Service expansion needs will be based on growth related data. Existing and future expansion will be considered by staff and a plan brought forward to address the needs.

### **Other Alternatives Considered:**

At this time, there are no alternatives considered. The Lindsay Transit Master Plan process evaluated viable options and through a detailed evaluation including public consultation. The Consultant recommendations have outlined the most economical and beneficial option Lindsay Transit.

Should Council choose not to accept the recommendations within the report, Staff will need to revisit the recommendations with the Consultant as directed.

## **Financial/Operation Impacts:**

There is no immediate financial impact from Council endorsing the Transit Master Plan. This report is simply seeking alignment with the recommendations contained within the Transit Master Plan. The financial impacts identified within the report will be rolled into future capital and operating budgets respectively. Council will have opportunity to approve those budget decisions at that time.

## **Relationship of Recommendation(s) to the 2016-2019 Strategic Plan:**

This Lindsay Transit Master Plan 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 active transportation and builds ridership. Further, a comprehensive public transit system provides an alternative to car ownership while reducing greenhouse gas emissions and gives residents opportunities to experience the Kawartha Lakes.

## **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

Manager of Corporate Assets

Accessibility Officer

Transit Supervisor

**Attachments:**



Kawartha Final Draft  
Report 01-10-2018 Su

**Department Head E-Mail:** brobinson@kawarthalakes.ca

**Department Head:** Bryan Robinson, Director of Public Works

**Department File:** Lindsay Transit Master Plan Report TR 2018-001



## **The City of Kawartha Lakes Lindsay Transit Master Plan 2018**





## Client Project Team

**Project Manager** *Todd Bryant, Manager, Fleet and Transit Services*

**Project Team** Enzo Ingribelli, Transit Supervisor

## Transit Consulting Network Project Team

**Principal & Project Manager** **Wally Beck, C.E.T**

**Project Team** W.B. O'Brien, Deputy PM, Community Engagement  
Vince Mauceri, Bus Stop Infrastructure  
Charles Fitzsimmons, Specialized Transit and AODA  
Kim Laursen, Administration and Technical Support

## **Executive Summary**

The City of Kawartha Lakes retained the services of Transit Consulting Network to develop a Transit Master Plan for the next 10 years (2018-2027). The plan is to build on recent successes, improve service reliability and accessibility, expand transit's reach within the City where supported by a sound business case, and identify alternatives to improve upon the existing routes and route network design. A ten-year transit asset management plan was also developed to ensure sufficient rolling stock with supporting infrastructure and technology is in place to support the proposed transit service plan.

The Transit Master Plan study was broken down into the following phases and tasks:

- Phase I: Evaluation of Existing Public Transportation Services
- Phase II: Preliminary Route and Service Concepts, Community Engagement
- Phase III: 2018-2027 Public Transportation Service and Financial Plan

## **Evaluation of Lindsay Transit**

Lindsay Transit operates a fixed route service from 0700 hrs. to 1900 hrs. Monday through Saturday. Lindsay Transit is a well-established service that consists of three separate routes. Lindsay Transit also operates a Specialized Transit system called LIMO that provides accessible door to door transportation within the Town of Lindsay to residents that are unable to use Lindsay Transit.

There was a 22.1 % growth in total transit ridership from 2012 to 2016 while the service area population grew by only 7.2%. For every 1% in population growth, the public transportation demand grew by 3%. Both services have experienced an increase in ridership, operational efficiencies and community acceptance.

## **Community Engagement Process**

A critical and extensive community engagement process was initiated to determine community priorities within the City of Kawartha Lakes to help guide the study. The engagement process included:

- Questionnaire survey undertaken by Lindsay Transit staff during Spring 2017 (199 responses received)
- Lindsay Employer Survey (32 businesses representing 868 employees)
- Bus Operator focus group
- Municipal Staff focus group

## City of Kawartha Lakes 2018 Lindsay Transit Master Plan

- Business Community focus group
- Bus Ride-along/ passenger interviews (22)
- Fleming College student interviews
- Accessibility Committee
- Transit Advisory Board (TAB) focus group
- TAB Six Sigma Exercise Meeting

### 2018-2027 Public Transportation Service and Financial Plan

The Transit Master plan proposes for 2018-2027 a transit service plan to increase the amount of service on an annualized basis from 15,027 revenue hours of service to 27,459 revenue hours. This plan has been separated into two parts, 2018-2022 and 2023-2027

**Table 1 - 2018-2022 service developments**

Year	Description	Additional Annual Revenue Hours	Annual Operating Cost (\$70 per hour)	Annual Additional Revenue	Annual Net Cost
2018	Modify Routes	No added service hours	Nominal (added bus stops)	NA	NA
2019	Add Sunday service (1000 -1600 hours)	936 Transit + 312 LIMO	\$87,400	\$11,000	\$76,400
2020	No change				
2021	Add Orange Route (Monday – Sunday)	3,936	\$275,500	\$41,700	\$233,800
2022	Add weekday evening service to 2300 hrs.	4,000	\$280,000	\$42,400	\$237,600
Total	Lindsay Transit + LIMO	9,184	\$642,900	\$95,100	\$547,800

## City of Kawartha Lakes 2018 Lindsay Transit Master Plan

**Table 2 - 2023-2027 service developments**

<b>Year</b>	<b>Description</b>	<b>Additional Annual Revenue Hours</b>	<b>Annual Operating Cost (\$70 per hour)</b>	<b>Annual Additional Revenue</b>	<b>Annual Net Cost</b>
2023	3 roundtrips per day from Bobcaygeon to Lindsay, 3 days a week	936	\$65,500	\$15,000	\$50,000
2024	Increase service between Bobcaygeon and Lindsay to 5 days	624	\$43,700	\$10,000	\$33,700
2025	- Add 2 trips per weekday between Bobcaygeon and Lindsay	1,000	\$70,000	\$16,000	\$54,000
2026	Weekday Commuter service from Lindsay to GO bus stop at HWY 35/115	1,000	\$50,000	\$16,000	\$34,000
2027	No change				
Total		3,560	\$229,200	\$57,000	\$172,200

The Transit Master Plan builds on past successes of Lindsay Transit and LIMO service and incorporates best practices that have evolved over the years throughout Ontario and Canada. The transit market has changed and as such, the proposed Master Plan will take Lindsay Transit and LIMO service to the next level. The plan also includes a community Transit plan for locations outside of Lindsay in the years 2023-2027.

The extensive community engagement process provided the study team with the information needed to prioritize transit service improvements and investments. The first five years of the plan focus on the current Lindsay Transit service area while the next five years addresses expansion of Lindsay Transit and LIMO to outlying communities such as Bobcaygeon and Fenelon Falls. The transit improvements that have been laid out over the 2018-2027 period will take transit to a value-added level that will support growth, existing needs and the Kawartha Lakes Strategic Plan.

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# 1. Introduction

## 1.1 Background

The City of Kawartha Lakes completed a Transit Master Plan in April of 2008. The City of Kawartha Lakes retained the services of Transit Consulting Network to develop a Transit Master Plan for the next 10 years (2018-2027). The plan is to build on recent successes, improve service reliability and accessibility, expand transit's reach within the City where supported by a sound business case, and identify alternatives to improve upon the existing routes and route network design. A ten-year transit asset management plan will also need to be in place to ensure sufficient rolling stock with supporting infrastructure and technology in place to support the proposed transit service plan.

## 1.2 Study Scope

The Transit Master Plan study was broken down into the following phases and tasks:

- Phase I: Evaluation of Existing Public Transportation Services
  - To provide the City with an in-depth understanding of both fixed-route transit and specialized transit operations from a logistics and community-wide perspective
- Phase II: Preliminary Route and Service Concepts
  - Development of a Policy Framework for both fixed-route transit and specialized transit that is in line with the City's strategic direction and the community's transit priorities
  - Develop route and service concepts based on the policy framework, development and best practices that would be carried forward to Phase III
- Phase III: Public Transportation Service and Financial Plan
  - Development of draft service and financial plan
  - Development of Transit Asset Management Plan
  - Review with Project Steering Committee
  - Review with public
  - Present Transit Master Plan to Council

***The ultimate goal and challenge*** of the study was to make adjustments to Lindsay Transit that will maintain an ability to meet the community needs and comply with existing and impending AODA requirements, while operating effectively within available

resources, and not over-committing the City of Kawartha Lakes financially. The study was designed to find solid evidence on which to base recommendations that will lower the cost and/or improve the quality of transit and mobility services, while ensuring full and timely compliance with AODA IASR (Integrated Accessibility Standards Regulations of Ontario) requirements.

### 1.3 The Case to Support Transit Investments

Communities are finding that residents who are faced with the loss of personal mobility or are unable to afford a car, are increasingly inclined or obliged to move to communities where affordable public transportation exists. Likewise, employers consider the availability of public transportation when making business location decisions. A major factor that makes possible a good quality of life is the availability of affordable public transportation since it enables those without access to a private car to access goods, services, jobs, and maximizes social connectedness, which is now considered a health-related benefit.

The market for transit – students, the working poor, people with disabilities, senior citizens, people on social assistance, and those that simply want to do without that 2<sup>nd</sup> or 3<sup>rd</sup> car are all segments of the population whose needs should not be ignored. People are also choosing transit for environmental reasons,

affordability and as a quick practical option. The viability of policies to maintain the elderly in their homes instead of in long-term care, access to health care, social services, and essential maintenance such as shopping and banking all depend on personal mobility. Community leaders seeking to reverse or stabilize a potential decline in population must consider access to transportation as a key issue affecting the vitality and the financial health of their community.

Another key factor that can be considered to support the availability of affordable public transit is the positive financial impact transit can have on a community. For example, the ability to reduce car ownership can have a profound effect on a household's finances and quality of life. Figure 1: CAA 2015 Driving Costs provides the true cost of car ownership using a Camry LE.

ANNUAL DRIVING COSTS – based on the Camry LE				
Km driven per year	Annual operating costs (variable)	Annual ownership costs (fixed)	Total cost	Cost per km
12,000 km	\$1,975.20	\$7,179.84	\$9,155.04	\$0.76
16,000 km	\$2,633.60	\$7,494.00	\$10,127.60	\$0.63
18,000 km	\$2,962.80	\$7,494.00	\$10,456.80	\$0.58
24,000 km	\$3,950.40	\$7,801.08	\$11,751.48	\$0.49
32,000 km	\$5,267.20	\$8,373.48	\$13,640.68	\$0.43

**Figure 1: CAA 2015 Driving Costs**

## City of Kawartha Lakes 2018 Lindsay Transit Master Plan

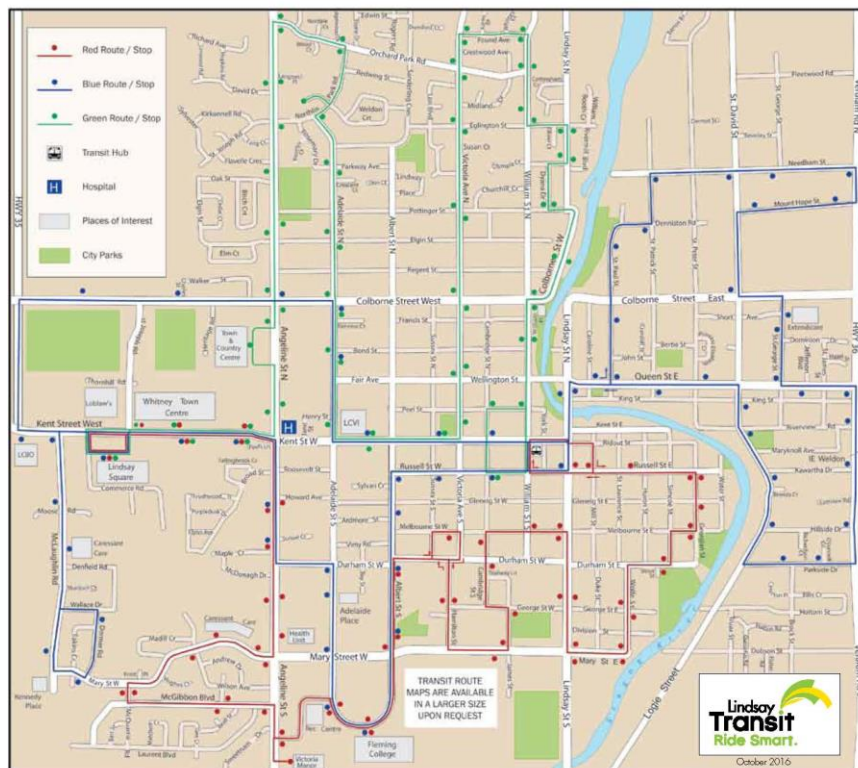
For auto owners that drive 16,000 kilometres per year, the total annual cost reported to own and operate a vehicle is \$10,127 per year. Arbitrarily applying a factor of 75% to be conservative, this would still equate to \$7,600 per year or \$630 per month compared to a Lindsay Transit monthly bus pass at \$52.50 for seniors and \$63 for adults, saving residents \$583 per month. The savings would likely be spent on local goods and services, improving the quality of life of residents and supporting local businesses.

For those residents that earn little income and are forced to own a vehicle in order to get to and from work, car ownership becomes a financial burden. For example, a person working part-time 24 hours per week with a net income of \$12 per hour must work 13 hours per week to own and operate a vehicle to get to and from work; this consumes over 50% of their earnings. A major car repair expense can be devastating. Those on low fixed incomes or under-employed face even more challenges. Fortunately, the City of Kawartha Lakes has a record of financially supporting fixed-route transit.

The modern understanding of public transportation is to see it as a Family of Services rather than being limited to the usual fixed route bus service (Lindsay Transit) and specialized transit such as LIMO. Each member of the Family of Services has different strengths and cost levels. Taken together, they support each other to provide, overall, an excellent range of mobility choices as an alternative to the private car.

### 1.4 Description of Lindsay Transit Service

The City of Kawartha Lakes (and the former Town of Lindsay) has provided a public transit service, known as Lindsay Transit, within the Lindsay urban area since the 1970's. Following the amalgamation of the former municipalities to form the current City of Kawartha Lakes, the municipal funding for the transit service within Lindsay has been provided through an area rating property tax that applies only to properties within the former Town of Lindsay boundaries. The City also provides a dedicated transit service known as LIMO for persons with disabilities within the Lindsay urban area.



**Figure 2 - Lindsay Transit System**

Lindsay Transit is a well-established service that consists of three separate routes as shown in the figure above. The three routes (Green Route, Red Route and Blue Route) connect at an on-street transit terminal in the central business district (CBD) of Lindsay and provide service to the different parts of the community. The service is well utilized with approximately 100,000 passenger trips carried annually.

#### 1.4.1 Lindsay Transit Service Description

The Lindsay Transit service operates from 07:00 AM to .19:00 PM, Monday through Saturday. Operating hours, routes and schedule can be found on the Lindsay Transit website at <https://www.kawarthalakes.ca/en/living-here/lindsay-transit.aspx>. The Green, Red and Blue routes are designed to meet at the downtown transit hub every hour, on the hour with a timed transfer that accommodates transfers between the three routes. The areas served by each route are as follows:

## City of Kawartha Lakes 2018 Lindsay Transit Master Plan

- The Green Route provides a two-way service along a route that serves the area of Lindsay north of Kent Street. The outer terminus of the route is at Lindsay Square, a large commercial mall near the west side of Lindsay and it also provides service to the hospital and the Town and Country Centre mall.
- The Red Route provides a two-way service along a route that serves the area of Lindsay south of Kent Street, including Fleming College and the hospital. It also terminates at Lindsay Square at the same time as the Green Route.
- The Blue Route consists of two one-way loops, one serving the east side of Lindsay and the other loop serving the west side of Lindsay. This route provides service to Fleming College, the hospital and Lindsay Square.

As can be seen from detailed data collected by Lindsay Transit staff, there was an average of 1,969 passengers carried weekly. Monthly averages deviated from -13.8% to +16.1%. Variations exist due to weather conditions and, in part, the lack of service on statutory holidays.

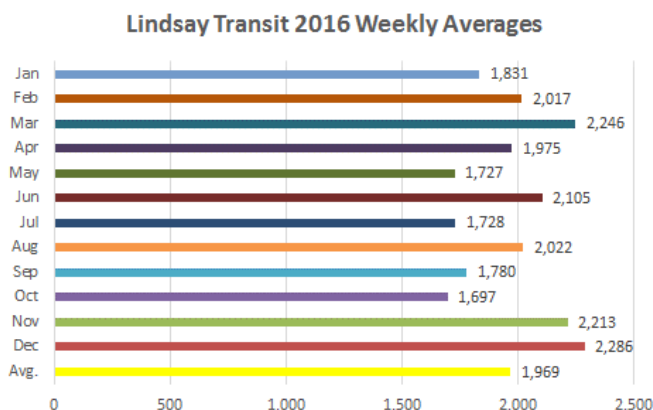


Figure 3 - Lindsay Transit 2016 Weekly Averages

In September 2017, the downtown transit hub was relocated from William Street to Victoria Avenue, just south of Kent Street. This new location has designated stops for each of the routes with a shelter and benches providing weather protection. This location also has an increased length of curb space for stopped buses providing improved manoeuvrability for the buses entering and leaving stops and increased safety of patrons.

The three routes have designated on-street stops at regular intervals with bus stop marker signs at all stops indicating the route using that stop. Most bus stops have pads connecting from the curb to sidewalk and many busy stops also have bus shelters provided. At Lindsay Square the three routes operate into the mall property to a bus stop adjacent to the building front. The Green Route currently operates into the Town and Country Centre property to a bus stop adjacent to the building and the Red Route

## City of Kawartha Lakes 2018 Lindsay Transit Master Plan

currently operates into the Victoria Manor to an internal bus stop that enables buses to turn around.

On-board observations, coupled with bus operator discussions revealed the following with respect to the reliability of each of the routes:

- Green Route has minimal recovery time, which results in buses being late on most trips
- Red Route buses are sometimes late
- Blue Route buses are rarely late
- Traffic delays, circuitous routing and route deviations onto private properties (e.g. seniors' residences) were cited as the primary cause of late buses

The minimal recovery time built into the bus schedules needs to be increased to approximately five minutes per trip to allow for timely transfers between buses. This can be addressed through a route re-design that limits deviations while still maintaining reasonable walk distances to bus stops.

### 1.4.2 Lindsay Transit Fleet

The Lindsay Transit bus fleet consists of Ford Model 4500 low-floor buses with wheelchair ramps to accommodate people with mobility devices. These buses accommodate up to 20 seated passengers plus standees and two rear-facing wheelchair positions. These buses are capable of accommodating the peak passenger demand and manoeuvre well on the local streets in Lindsay. Fleet Services reported that the service life of these buses can be as high as 10 years since the improvements to the maintenance program has proven effective. Fares are collected with mechanical fare boxes mounted near the Operator position.



**Figure 4 - Lindsay Transit Bus**

The 11-bus Transit and LIMO fleet is allocated as follows:

- 2 undergoing preventative maintenance and other repairs
- 1 bus allocated as an operating spare (a mandatory requirement to maintain service in case of in-service breakdowns)



## City of Kawartha Lakes 2018 Lindsay Transit Master Plan

- 3 buses utilized daily (1 red, 1 green and 1blue)
- 1 bus set aside for charter services
- 4 buses allocated to LIMO service (up to 3 in-service plus one spare)

Since the Lindsay Transit and LIMO buses are identical, buses can be used in both services, which have proven to maximize fleet flexibility and reliability.

### 1.4.3 Other Transit Services

There are several inter-municipal transit services that operate within or through the City of Kawartha Lakes, as follows:

- GO Transit has two inter-regional bus routes operating through the municipality:
  - GO Route 81 operates along Highway 12 between Whitby GO Station and Beaverton four trips in each direction on weekdays and weekends. This route is located approximately 28 kilometres west of Lindsay and just outside of Kawartha Lakes boundaries.
  - GO Route 88 Operates along Highway 115 between Trent University in Peterborough and the Oshawa GO Station with service approximately every two hours in each direction on weekdays and weekends. This route stops at the Highway 35 and Highway 115 Park and Ride facility about 35 kilometres south of Lindsay, approximately 1.5km outside of Kawartha Lakes boundaries.
- Can-Ar Coach Service provides daily bus service between Haliburton and Toronto (Union Station Bus Terminal) with several stops within Lindsay as well as Fenelon Falls. It operates an inbound trip in the morning and an outbound trip in the afternoon on weekdays and Saturdays with a different trip schedule on Sundays.
- Fleming College operates a shuttle bus service between the Sutherland campus (Peterborough) and the Frost campus (Lindsay) with a morning and afternoon round trip on weekdays, Saturdays and Sundays. This service is funded by the Frost campus students through a fee added to the regular tuition fee and is not open to the public at the present time. Frost campus students ride free on this service with a stickered student ID card and other Fleming College students and staff can ride the service by purchasing a pass.

### 1.5 Description of LIMO Service

Lindsay Mobility Specialized Transit or LIMO as it is known to its customers and residents, is the division of Lindsay Transit that provides demand-response specialized transit service. Similar to Lindsay Transit, LIMO operates from 7:00am – 7:00pm on weekdays and Saturdays. There is no service on Sundays or statutory holidays. Hours of operation, application form, and fares can be found on the LIMO Transit website at <https://www.kawarthalakes.ca/en/living-here/accessible-and-specialized-transit.aspx>

LIMO is directly operated by the City, using up to three low-floor buses similar to the vehicles operated by Lindsay Transit on its three bus routes. LIMO drivers are part-time employees, as are Lindsay Transit drivers. LIMO staff provide trip booking, scheduling and dispatch services. Vehicles are owned and maintained by the City at the transit facility located at the Public Works Garage on Little Britain Rd.

Approximately 75 % of LIMO passenger trips are regular ‘subscription’ bookings, and 20 % are ‘casual’ trips booked at least 2 hours before the requested trip time. An estimated 5% per cent are ‘on-demand’ trips booked on the day of service.

Unaccommodated requests for trips are less than 1 per cent of all trips, which indicates that service capacity is adequate to meet the demand for service.

#### 1.5.1 Communities Served

LIMO serves residents within the Town of Lindsay boundaries, as does Lindsay Transit with identical transit fares. Specialized demand-responsive transit service beyond the Lindsay city limits is provided by City of Kawartha Lakes Community Care.

#### 1.5.2 Route and Service Design

LIMO is operated as a completely in-house municipal service. This service design provides maximum control over service quality and reliability, since the City hires, trains, and manages the performance of all personnel. It was observed by the consulting team that LIMO vehicles are in a high state of repair and cleanliness. Drivers are well-trained and provide excellent, friendly service.

The City of Kawartha Lakes uses essentially the same type of vehicle for both conventional and specialized transit – 24 to 26-foot low floor, ramp-equipped accessible vehicles. This approach simplifies vehicle maintenance and spare parts inventory, and



## City of Kawartha Lakes 2018 Lindsay Transit Master Plan

provides operational flexibility, since LIMO and Transit vehicles can be easily adapted to fill equipment needs of the other service.

LIMO is presently in the process of installing a state-of-the-art specialized transit scheduling software product with a view to improving scheduling productivity and reducing the level of effort necessary to produce statistical reports on LIMO service.

As is commonly the case with specialized transit services, LIMO trips must be booked in advance by a registered passenger. LIMO trips are mainly regular subscription trips (75%). Trips booked before the day of travel account for 20%, while 5% of trips are delivered on the same day they are requested.

LIMO's subscription trip percentage, at 75%, is significantly higher than other services in its population peer group, which average about 50%. Although the high ratio of subscription trips relieves LIMO passengers and LIMO Dispatch of the need to book repeating trips individually, which saves time and effort, the disadvantage is that relatively little service is available to accommodate requests for casual trips. However, since LIMO reports that less than 1% of trip requests are not accommodated, this does not appear to be a problem. This was confirmed by customers/participants in this study.

There was an average of 1,135 LIMO passengers carried each month in 2016. Monthly averages deviated from -14.5% to +16.9% with the highest months of use being, as expected, during the inclement winter and spring months.

Variations exist due to weather conditions and, in part, the lack of service on statutory holidays.

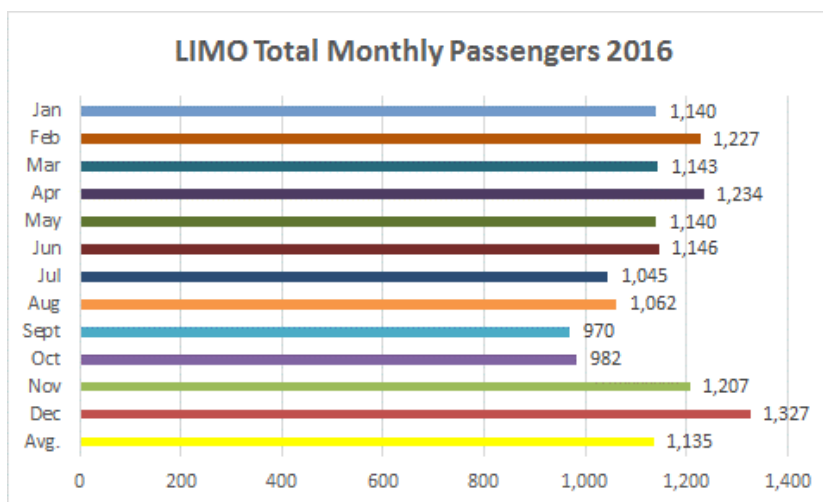


Figure 5 - LIMO Total Monthly Passengers 2016

### 1.5.3 LIMO Eligibility

Passengers must meet LIMO eligibility criteria and be registered to use the service. Eligibility criteria include being unable to board or use a conventional transit bus.

## City of Kawartha Lakes 2018 Lindsay Transit Master Plan

Currently there are approximately 350 registered passengers, of which about half are considered active (having used the service within the past year). Of the active passengers, other than personal care attendants, one third use a wheelchair or scooter, and two thirds are ambulatory.

### **1.6 Community Care (outside of Lindsay)**

#### **1.6.1 Community Care Transportation**

Specialized Transit service outside Lindsay is provided by Community Care City of Kawartha Lakes (CCCKL), which is a health and community support agency. CCCKL is financially assisted by the Local Health Integration Network, and by its own fundraising initiatives. It provides volunteer-based rides, professionally-driven specialized transit, and non-emergency patient transfers. Community Care Transportation's mandate is to provide service to older adults and people with special needs, including those with physical disabilities.

There is also a working partnership between the City and CCCKL as customers are regularly referred between services and the City provides links on its website to Community Cares services. ([www.ccckl.ca/services/transportation/](http://www.ccckl.ca/services/transportation/))

CCCKL provides service seven days per week from 6:00 am to 10 pm., using a fleet of professionally-operated wheelchair-accessible vans, supplemented by volunteer drivers who operate their personal vehicles. Eligibility criteria are 'older adults and people with special needs'. There is no restriction on trip purpose. A per kilometre or flat rate is charged per ride depending on the pickup and destination locations. Travel must be booked at least 12 hours in advance.

CCCKL has comparatively low operating costs. The MTO Specialized Transit Fact Book for 2010 (the most recent published data)<sup>1</sup>, lists Total Expenses Per Passenger as \$13.07, which was 25% below the provincial average for its population group of less than 50,000 population. Its revenue to cost ratio was 27%, versus 21% for its population group. Relatively low operating costs are likely the result of the low-cost structure of a registered charity, the use of some volunteer drivers, and the absence of a collective bargaining unit for paid drivers.

### 1.6.2 Service Considerations

If Lindsay Transit decide to offer public transit to areas outside of Lindsay, it is the consultants' understanding, based on Ontario Regulation 191/11, section 45 (2), cited below, that it would not be required to offer LIMO service beyond Lindsay. Community Care Transportation (CCCKL) is already providing specialized transit in those areas.<sup>2</sup> However, Lindsay Transit may have to enter into an agreement with CCCKL to harmonize fares between the two services. Lindsay Transit should seek guidance on this from the Ontario Accessibility Directorate.

Since Lindsay Transit vehicles are fully accessible, any service it provides beyond the town limits would provide an additional travel option for people with disabilities, available without prior reservation. This would be a positive development.

### 1.6.3 Eligibility considerations

AODA regulations require that, as of January 1, 2017, eligibility criteria for specialized transit consider the range of disabilities, including cognitive disability. If and when Lindsay Transit offers conventional transit beyond Lindsay, it would have to ensure that CCT eligibility includes people with cognitive and other non-physical disabilities.

O. Reg 191/11 Integrated Accessibility Standards 45. (1) states " ... A conventional transportation service provider that does not provide specialized transportation services shall ensure that any person with a disability... is provided with an alternative accessible method of transportation. (2) Subsection (1) does not apply where specialized transportation services are provided by a specialized transportation service provider in the same jurisdiction where the conventional transportation service provider provides transportation services. O. Reg. 191/11, s. 45 (2)."

### 1.6.4 Summary of Specialized Transit Service

LIMO does a very good job of complementing the Lindsay Transit service within the Lindsay urban area while communities outside Lindsay and within the City of Kawartha Lakes are provided with specialized transit through Community Care. While Lindsay

## **City of Kawartha Lakes 2018 Lindsay Transit Master Plan**

Transit use has grown over the last several years, LIMO has grown at a quicker pace (80% from 2011 to 2015). It is expected that this will continue as the population ages.

It is worth noting that if Lindsay Transit's fixed route service is expanded to serve residents outside of Lindsay in the future, demand-responsive specialized transit service will also need to be expanded to accommodate identical service hours under AODA legislation.

As the average age of the population continues to increase and residential and commercial development continues to grow, it can be surmised that additional resources (fleet and staffing) will be required.

## **2. Phase I: Existing Transit Environment**

A comprehensive review of existing Lindsay Transit and LIMO services was undertaken by Transit Consulting Network to assess service operating performance and to understand community-wide expectations and priorities to improve the services offered today. The data analyzed and feedback received was instrumental in providing an updated policy framework to guide the development of a transit service plan over the next 10 years.

### **2.1 2011-2015 Lindsay Transit Report Card and Peer Review**

#### **2.1.1 2011-2015 Lindsay Transit Report Card**

The Canadian Urban Transit Association (CUTA) has kept records of individual transit systems and their performance across Canada since the late 1970's when transit systems began reporting data annually. The data is summarized in annual editions of the Canadian Urban Transit Fact Book. This mature database has evolved over the years, is consistent, and is designed for industry professionals.

The data was analyzed for two purposes:

- To measure how Lindsay Transit performance has changed over a 5-year 2011-2015 period
- To compare key 2015 Lindsay Transit performance metrics in relation to its peer group

In summary, Lindsay Transit's performance has shown improvement over the 2011-2015 period in terms of transit ridership growth, which has resulted in Lindsay Transit being more efficient than the peer group average.

## City of Kawartha Lakes 2018 Lindsay Transit Master Plan

Figure 6: 2011-2015 Lindsay Transit Performance Data quantifies the change in performance over the five-year period.

2011 to 2015 CUTA Statistics - Kawartha Lakes Report Card													
Year	Municipal Population	Service Area Population	Ridership	Total Direct Operating Expense	Passenger Revenues	Revenue Vehicle Hours	Cost Efficiency (Cost per Hour)	Revenue Passengers per Revenue Hour	Revenue Vehicle Hours per Capita	Revenue Passengers per Capita	Net Investment per Capita	Adult Cash Fare	Average Fare
2011	73,214	19,361	76,074	\$1,023,375	\$136,422	11,232	\$81.87	6.77	0.58	3.93	\$22.46	\$2.00	\$1.60
2012	73,214	19,361	74,821	\$1,239,603	\$127,141	11,232	\$99.17	6.66	0.58	3.86	\$40.65	\$2.00	\$1.61
2013	73,214	26,490	88,974	\$1,632,950	\$153,259	15,027	\$100.21	5.92	0.57	3.36	\$23.94	\$2.00	\$1.72
2014	73,214	26,490	98,955	\$1,814,984	\$190,873	15,027	\$111.38	6.59	0.57	3.74	\$22.61	\$2.00	\$1.93
2015	73,214	20,354	92,248	\$1,698,046	\$162,302	15,027	\$104.18	6.14	0.74	4.53	\$34.92	\$2.00	\$1.76
Change 2015 Vs 2011	0	993	16,174	674,671	25,880	3,795	\$22.31	-0.63	0.16	0.60	\$12.46	\$0.00	\$0.16
% Change 2015 Vs 2011	0.0%	5.1%	21.3%	65.9%	19.0%	33.8%	27.3%	-9.3%	27.6%	15.3%	55.5%	0.0%	10.0%

Figure 6 - Lindsay Transit Report Card

### 2.1.2 2015 Lindsay Transit Peer Review

Comparisons were made of the various operating, service performance and financial data with eight other Ontario transit systems serving similar sized communities. Caution must be exercised when comparing peer review statistics since the peer review only provides a high-level assessment of transit service levels and costs in other comparable jurisdictions. The data requires careful interpretation based on industry experience as well as knowledge of the different transit systems.

The criteria guiding the selection of peer review jurisdictions for comparison purposes with the City of Lindsay were Ontario municipalities with a transit service population below 40,000 and similar community characteristics. It should be noted that transit system performance across Ontario can vary significantly due to factors such as:

- Local labour costs
- Municipally operated versus contracted services
- Climate and topography
- Local bus fare policies
- High school student transportation policies (yellow school bus versus public transit)
- Local financial commitment to transit
- Proximity to the GTA

Ten (10) Ontario municipal jurisdictions were selected and the 2015 data is illustrated in Table 3 below. Since transit operating environments can vary significantly, direct comparisons between one jurisdiction and another should not be made.

# City of Kawartha Lakes 2018 Lindsay Transit Master Plan

Lindsay Transit 2015 Peer Review - CUTA/ MTO Statistics													
Jurisdiction	Municipal Population	Service Area Population	Ridership (revenue passengers)	Total Direct Operating Expense	Passenger Revenues	Revenue Vehicle Hours	Cost Efficiency (Cost per Hour)	Revenue Passengers per Revenue Hour	Revenue Vehicle Hours per Capita	Revenue Passengers per Capita	Net Investment per Capita	Adult Cash Fare	Average Fare
<b>Kawartha Lakes</b>	73,214	20,354	92,248	\$1,698,046	\$162,302	15,027	\$104.18	6.14	0.74	4.53	\$34.92	\$2.00	\$1.76
Wasaga Beach	18,615	18,615	72,553	\$552,491	\$126,976	9,984	\$55.34	7.27	0.54	3.90	\$15.12	\$2.00	\$1.75
Collingwood	43,231	19,000	137,690	\$757,237	\$189,547	11,641	\$59.38	7.26	0.61	7.26	\$22.76	\$2.00	\$1.37
Fort Erie	29,650	21,200	47,558	\$514,542	\$26,000	8,749	\$74.86	5.44	0.41	2.24	\$23.67	\$2.50	\$0.55
Huntsville	19,056	10,000	28,966	\$260,151	\$31,705	5,500	\$47.30	5.27	0.55	2.90	\$12.16	\$2.00	\$1.09
Midland	17,000	12,500	48,750	\$235,029	\$64,156	3,150	\$74.61	15.48	0.25	3.90	\$13.22	\$2.00	\$1.32
Port Colborne	18,600	18,600	26,417	\$296,517	\$57,705	2,520	\$78.51	10.48	0.14	1.42	\$8.14	\$2.75	\$2.18
Tecumseh	24,330	17,274	28,134	\$270,368	\$27,446	3,600	\$75.10	7.82	0.21	1.63	\$6.94	\$2.00	\$0.98
Leamington	30,000	20,000	22,200	\$216,635	\$26,941	3,612	\$59.98	6.15	0.18	1.11	\$4.77	\$2.00	\$1.21
Quinte West	43,086	19,500	54,997	\$547,403	\$66,655	11,186	\$46.54	4.92	0.57	2.82	\$5.64	\$2.00	\$1.21
Brockville	21,870	21,870	106,363	\$737,908	\$195,032	10,847	\$64.85	9.81	0.50	4.86	\$20.41	\$2.25	\$1.83
<b>Average of Peer Group</b>	<b>26,544</b>	<b>17,856</b>	<b>57,363</b>	<b>\$553,302</b>	<b>\$81,216</b>	<b>7,079</b>	<b>\$63.65</b>	<b>7.99</b>	<b>0.40</b>	<b>3.20</b>	<b>\$13.28</b>	<b>\$2.15</b>	<b>\$1.35</b>

Figure 7 - Lindsay Transit 2016 Peer Review Table

## 2.1.3 Assessment of Lindsay Transit Performance

### 2.1.3.1 Transit Ridership and Service Hours

As can be seen in Figures 8 and 9, transit use grew by an impressive 21.3% from 2011 to 2015, which can largely be attributed to the 33.8% increase in the amount of service provided during the same period.

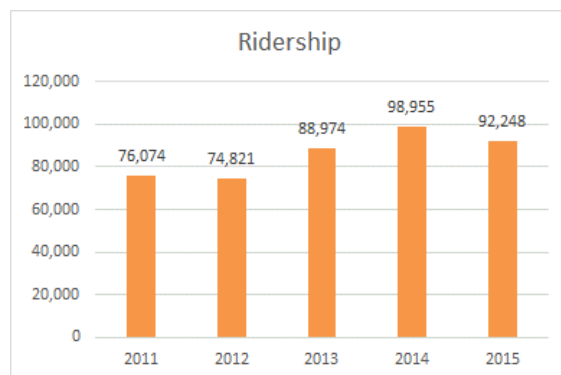


Figure 8 - 2011-2015 Transit Ridership

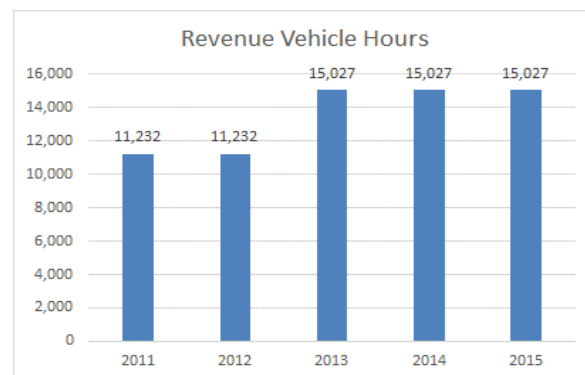
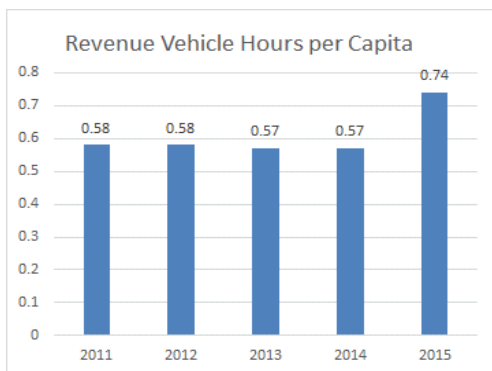


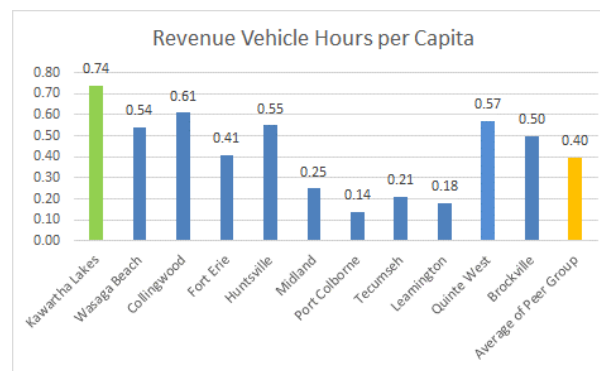
Figure 9 - 2011-2015 Revenue Vehicle Hours

To quantify the relative amount of service provided by Lindsay Transit, the Service Hours per Capita measure has been developed in the industry. This is simply the number of annual hours of revenue service divided by the service area population. These have been summarized in Figures 10 and 11.

## City of Kawartha Lakes 2018 Lindsay Transit Master Plan



**Figure 110 – 2011-2015 Lindsay Transit Revenue Vehicle Hours per Capita**



**Figure 101 - 2015 Peer Group Revenue Vehicle Hours per Capita**

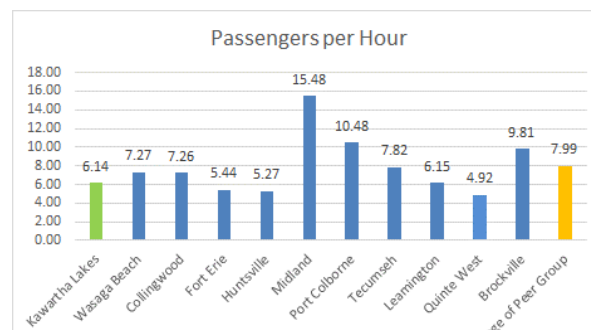
Lindsay Transit provided 0.74 hours of service per capita in 2015, 27.6% more than in 2011. The significant jump from 2014 to 2015 can be explained by a reduction of the service area population when a pilot project to serve outlying communities was eliminated. This is an indication that the City of Kawartha Lakes places a higher emphasis on public transportation, which bodes well for its economic competitiveness and the quality of life in the community. In the future, and as population grows, it is not unreasonable to plan for 1.0 or more revenue hours per capita to better meet resident and business needs. This could be achieved with Sunday service and later evening service to establish transit as a preferred mode of choice.

### 2.1.3.2 Lindsay Transit Efficiency

Transit systems across Canada use the Revenue Passengers per Hour of Service statistic as one measure to quantify transit efficiency and to help determine when to increase or modify service. Figures 12 and 13 illustrate Lindsay Transit's efficiency from 2011 to 2015 and in comparison, to its peer group, respectively.



**Figure 12 - 2011-2015 Passengers per Hour**



**Figure 13 - 2015 Peer Group Passengers per Hour**



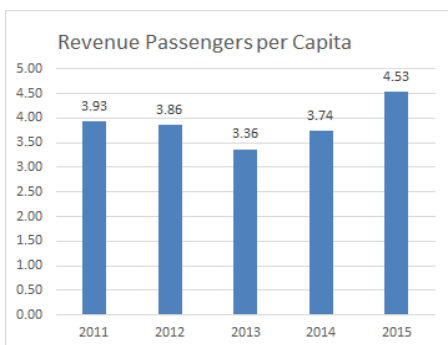
## City of Kawartha Lakes 2018 Lindsay Transit Master Plan

The slight reduction in service efficiency of 9.3% from 2011 to 2015 can be attributed to the service expansion in 2013. Although 23% below the average of the peer group in 2015, this can be attributed to more service hours being provided than other transit systems (i.e. 0.74 service hours per capita versus 0.4 service hours of the peer group average). Ultimately, there are transit ridership growth strategies that can be implemented to increase transit efficiency, which is a continuous improvement initiative.

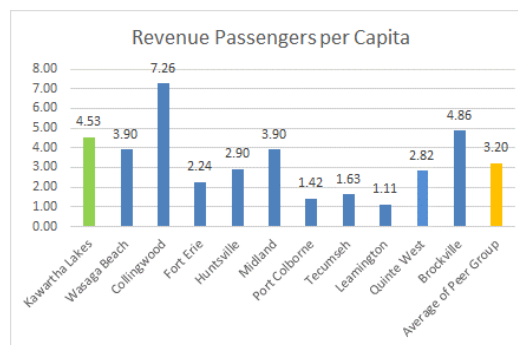
Transit ridership growth will occur in response to service increases; however, it takes time to improve transit efficiency. For example, if service hours are increased to accommodate more work shifts, households may opt to eventually eliminate the need for that 2<sup>nd</sup> or 3<sup>rd</sup> car.

### 2.1.3.3 Lindsay Transit Service Effectiveness

A key measure of a transit system's effectiveness is how many trips are taken annually based on the population served in a given year, which is expressed in the industry as Revenue Passengers per Capita. This is calculated using the total passengers carried in a given year divided by the population reported. If transit ridership growth exceeds population growth then service is deemed to be more effective and as such, transit becomes a more integral component of urban travel.



**Figure 14 –2011-2015 Lindsay Transit Revenue Passengers/Capita**



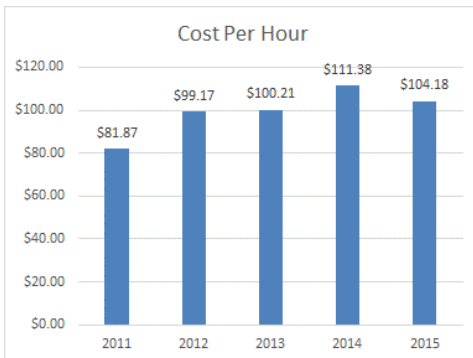
**Figure 15 – 2015 Peer Group Revenue Passengers/Capita**

Figure 14 clearly shows that Lindsay Transit's effectiveness has improved by a very significant

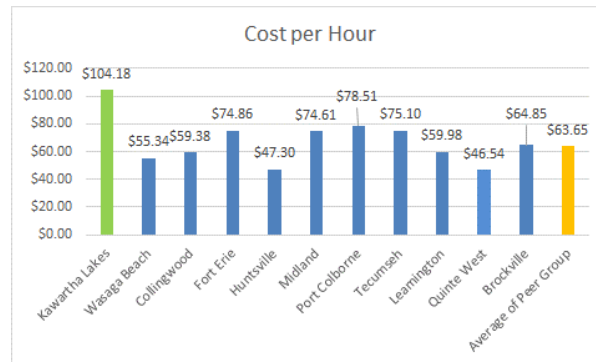
15.3% from 3.93 trips per capita in 2011 to 4.53 trips per capita in 2015. It also exceeds the Ontario peer group average of 3.2 passengers per capita in 2015 by an impressive 41.6%. This is, of course, largely attributed to the fact that the City of Kawartha Lakes provides more service hours on a per capita basis.

## 2.1.4 Lindsay Transit Financial Indicators

A key metric that transit systems use to track financial performance is the direct cost per hour of service. This can vary significantly between transit systems due to differences in operating environments. A more important comparison would be to look at individual transit system performance over time to identify trends while a peer group comparison provides an opportunity to determine whether or not a transit system is in line with the norm.



**Figure 16 – 2011-2015 Lindsay Transit Cost/Hour**



**Figure 17 - 2015 Peer Group Cost/Hour**

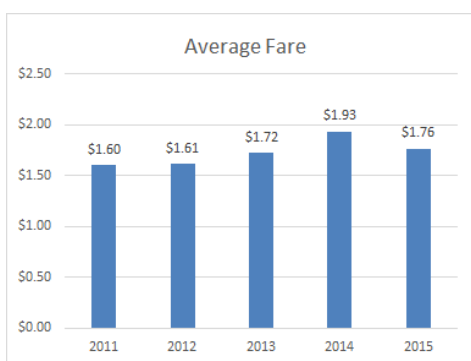
Figure 16 illustrates that Lindsay Transit's \$81.87 hourly cost in 2011 increased by 27.3% when compared to 2015 and is 64% higher than the average of the peer group transit systems. This can be attributed to a number of factors:

- LIMO and Conventional transit costs are combined which has inflated conventional bus costs by 33%. These costs should be separated moving forward to give an accurate costing per hour for each service
- Air bags associated with the wheelchair ramp unexpectedly require replacement every 2 years year (5 out of 10 buses each year had air bags replaced)
- Higher level of suspension repair work due to road surface conditions in some areas
- All maintenance is undertaken in-house and is closely monitored to ensure vehicle breakdowns are minimized and buses are cleaned thoroughly
- Bus life is extended from a recommended 5-year life cycle to 10 years, which requires transmission rebuilds after 5 years (Note: capital budget reduced accordingly)
- MTO audits were implemented for 5 years beginning in 2012, which necessitated a more stringent maintenance program than would normally be required

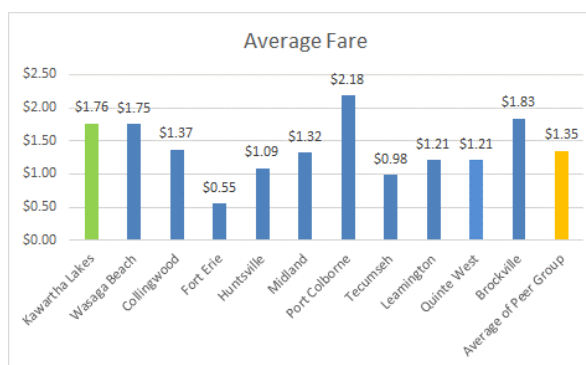
## City of Kawartha Lakes 2018 Lindsay Transit Master Plan

Transit system wage rates, operating environments, topography, etc. can vary significantly across Ontario and as such, the hourly cost of service should not be compared directly with any individual transit system.

To address the higher maintenance cost issue, future bus purchases will eliminate the need for air bags and the MTO audits will be completed in 2017. On the positive side, Transit Consulting Network investigated the 2015 cost for fuel. In 2015, municipalities with less than a 50,000-service area population spent, on average, \$14.38 per vehicle hour on fuel (predominantly diesel) while Lindsay Transit's gas engines consumed only \$6.46 per hour in fuel (\$7.90 less per hour). It is also noted that the operating cost per vehicle hour has been reduced by about 6% in 2015 compared to the costs in 2014.



**Figure 168 - 2011-2015 Lindsay Transit Average Fare**

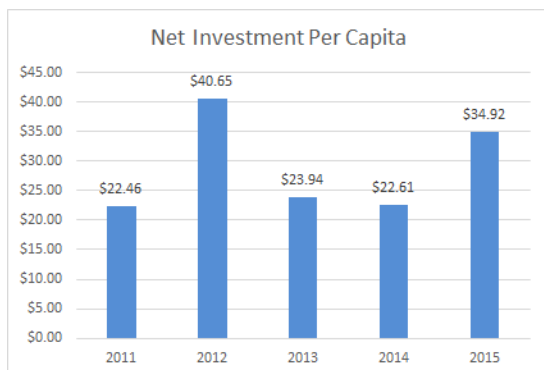


**Figure 19: 2015 Peer Group Average Fare**

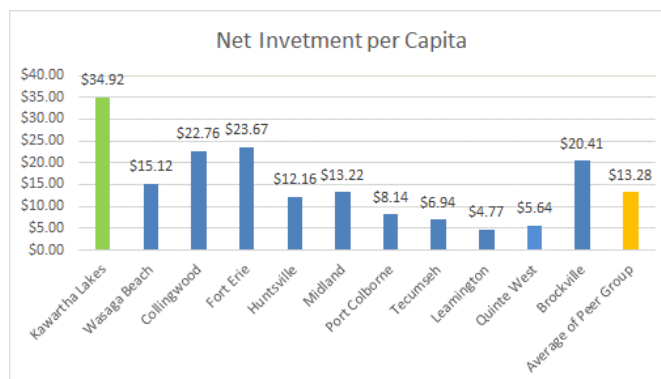
The average fare calculation is the total number of passengers paying a fare upon boarding divided by the total revenue received. The higher the concession fare discounts offered for tickets and passes and discounts offered to various groups such as seniors, the lower the average fare will be. To off-set the 27.3% increase in hourly transit costs in 2015 versus 2011, the average fare paid by Lindsay Transit passengers increased by a nominal 10%. Although the average fare paid by Lindsay Transit passengers is 30% higher than the peer group average in 2015, the higher fare could be justified since all of the peer group transit systems had fewer hours of service on a per capita basis. It is worth noting that there has been no increase in bus fares from 2011 to 2015. Although unpopular, fare increases or changes to fare pricing policies (discussed later in this report) are better justified when service is expanded.

## City of Kawartha Lakes 2018 Lindsay Transit Master Plan

A municipality's commitment to transit is reflected by the quality of the transit service (i.e. service reliability) and the quantity of the transit service provided (i.e.. hours of service per capita), which is dictated by the financial resources made available. The Net Investment per Capita is a high-level measure of the local municipal investment in transit that is calculated by dividing the total municipal contribution through taxes by the population served by transit.



**Figure 20 – 2011-2015 Lindsay Transit Net Investment Per Capita**



**Figure 21 - 2015 Peer Group Net Investment Per Capita**

As shown in Figure 20 there have been variations over the 2011-2015 period in terms of the City of Kawartha Lakes municipal contribution (net investment) per capita. When service expanded in 2013, the net cost per capita decreased from \$40.65 per capita in 2012 to \$23.94 per capita in 2013 since the number of residents being served had increased. The number of people reported as being served in 2015 then decreased to 20,354, which explains the jump in the net investment per capita to \$34.92 in 2015. Going forward, the population served in 2016 is now in line with the number of residents served in 2015.

As expected, given the higher hourly cost discussed earlier, combined with relatively higher levels of service, the City of Kawartha Lakes contributed 2.6 times per capita than the average value of the peer group. This is not expected to be the case in the longer term since many municipalities such as the Town of Fort Erie and Town of Wasaga Beach in the Kawartha Lakes peer group have taken initiatives to expand service. In the opinion of Transit Consulting Network, many municipalities are playing catch-up in order to better meet resident and business needs in an effort to grow their tax base.

## City of Kawartha Lakes 2018 Lindsay Transit Master Plan

### 2.1.5 Summary of Report Card and Peer Review

Based on the Report Card and Peer Review findings, Lindsay Transit has made significant progress from 2011 to 2015 with the key metric being that Lindsay Transit has become more effective at meeting community needs since the City has invested accordingly and needs to continue to invest in Transit. Although the statistics reflect well on the performance of Lindsay Transit, they do not necessarily mean things should not change. At the staff level, efforts are underway to reduce maintenance costs, grow transit ridership and meet the changing needs of the public and to do so in a fiscally responsible manner.

### 2.1.6 2012-2016 Lindsay Transit and LIMO Ridership

A separate review of the 5-year Lindsay Transit and LIMO ridership was undertaken for the more recent 2012-2016 period to help identify a trend in overall public transportation demand.

2012 to 2016 Lindsay Transit and LIMO Ridership					
Year	Lindsay Transit Ridership	LIMO Ridership	Total Ridership	% Lindsay Transit	% LIMO
2012	80,969	7,559	88,528	91%	9%
2013	85,691	11,253	96,944	88%	12%
2014	88,810	13,601	102,411	87%	13%
2015	92,248	12,385	104,633	88%	12%
2016	94,511	13,623	108,134	87%	13%
Change 2016 Vs 2012	13,542	6,064	19,606	-4.1%	4.1%
% Change 2016 Vs 2012	16.7%	80.2%	22.1%	-4.4%	47.5%

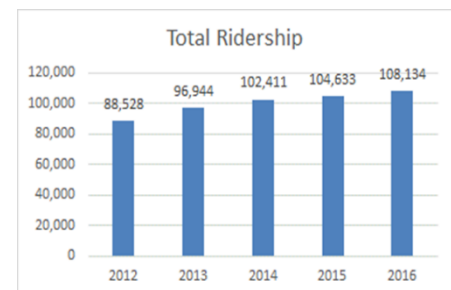


Figure 22 - 2012 - 2016 Lindsay and LIMO Ridership

There was a 22.1 % growth in total transit demand from 2012 and 2016 while the service area population grew by only 7.2% based on population reported by the City to the MTO for dedicated transit gas tax funding submission. For every 1% in population growth, the public transportation demand grew by 3%. This clearly signals that transit is far more effective; however, the notable statistic is that LIMO demand increased from 9% of the total demand to 13%. Since the cost per passenger to transport a specialized transit customer is far more than a Lindsay Transit customer, it will be prudent to ensure Lindsay Transit is a mode of choice for eligible LIMO registrants.

## 2.2 Community Engagement

### 2.2.1 Lindsay Transit Survey

Prior to initiating the Transit Master Plan study, the City of Kawartha Lakes had undertaken a community 16-question survey in the spring of 2017 that was completed

## City of Kawartha Lakes 2018 Lindsay Transit Master Plan

by 199 individuals. Although not statistically significant, it provided a good snapshot of resident needs, opinions and priorities.

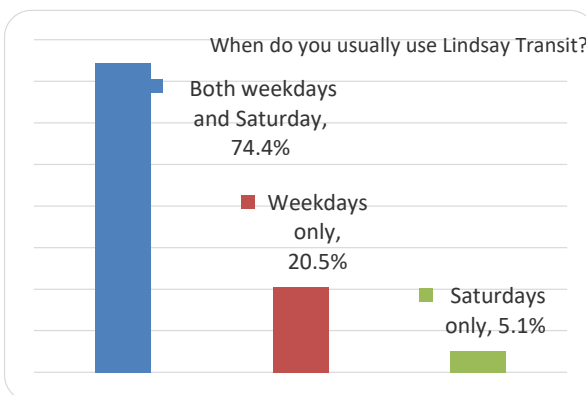
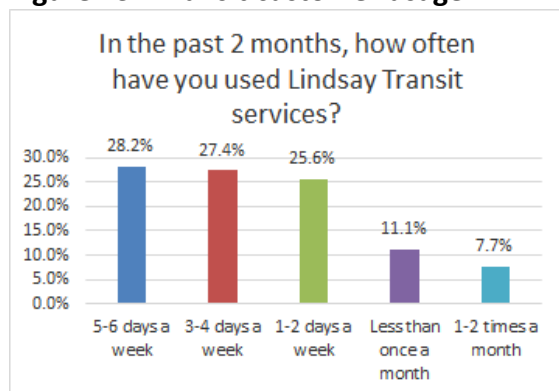
The raw survey data was provided to Transit Consulting Network and summarized as follows:

Of the 199 respondents, 124 (62%) used Lindsay Transit in the previous two months.

How long have you been using Lindsay Transit?		
Answer Options	Response Percent	Response Count
More than 5 years	54.8%	68
2-5 years	23.4%	29
1-2 years	9.7%	12
Less than a year	12.1%	15
		<b>124</b>

Less than 20% used Lindsay Transit less than 2 years. Of those that responded, over half were regular transit customers that used transit 3 to 6 days per week as illustrated below.

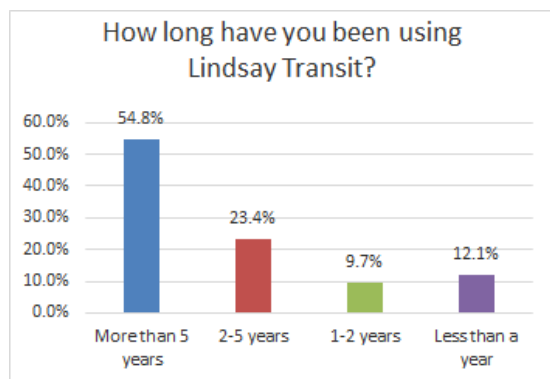
**Figure 23 - Transit customer usage**



**Figure 24 - Usage Frequency and Timing**

The 74% of the transit customers that usually take transit Monday through Saturday can be considered 'captive' and likely do not have a choice due to lack of access to a household vehicle whether as a driver or passenger, or they simply may be unable to drive or not have a license. These transit customers are most likely to use Lindsay Transit service on Sundays if it were introduced. The 20% that responded that they used transit on weekdays only are likely students or working adults that have regular weekday travel requirements, or they may be stay at home spouses that have access to a household vehicle on weekends should travel be required.

## City of Kawartha Lakes 2018 Lindsay Transit Master Plan

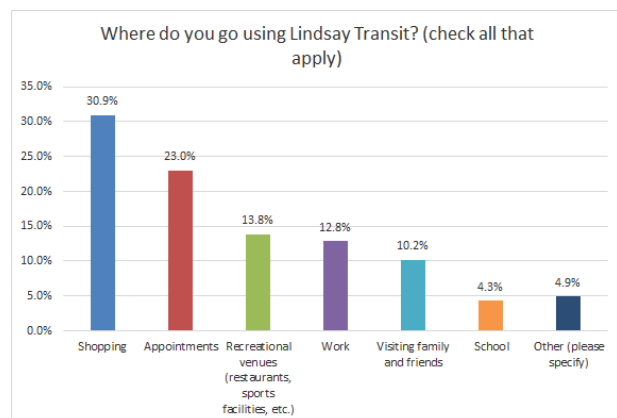


**Figure 25 - Length of Years using Lindsay Transit**

Over half the respondents that reported they took transit in the last two months, used transit for more than five years and three-quarters more than two years. It can be surmised that a larger portion of the current client base will continue to be longer-term transit customers if service remains static. This will change; however, if service is expanded in terms of coverage and hours and days of operation then one can expect that in the future, the proportion of respondents will report fewer years of transit

use since newer transit markets would be served.

Given the span of service hours and infrequency of service, only 12.8% and 4.3% of transit customers reported they used Lindsay Transit to get to work and school,



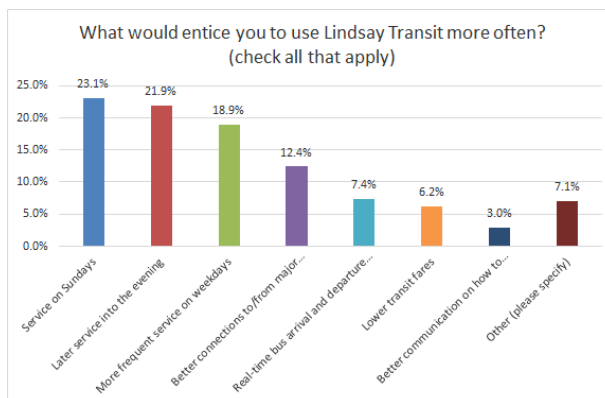
**Figure 26 - Main Destinations**

respectively. Work and school trips generally are taken during the peak morning and afternoon periods of service. The remaining 83% of respondents reported they used transit for what are generally referred to as non-peak period trips such as shopping, medical and socio-economic trip purposes. The non-work and non-school market demand can be met by a community bus level of service, where service frequency is not an issue for those being served, today.



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Again, it can be surmised that if service hours were expanded and frequency of service

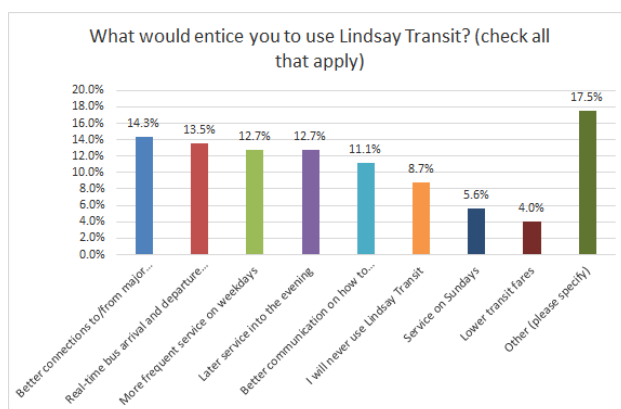


were increased, future responses will likely reflect a larger portion of work and school trips.

Current Lindsay Transit customers provided input to identify improvements that would entice them to use transit more. Non-Lindsay Transit customers were then asked what would entice them to use transit.

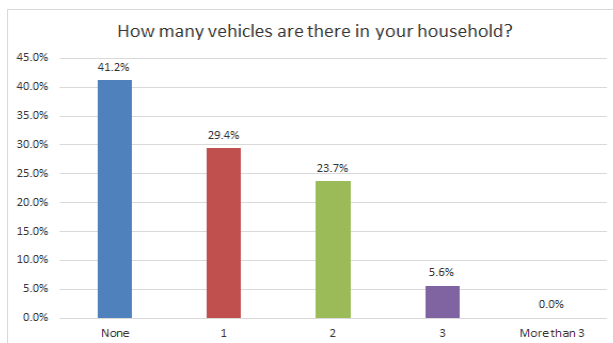
**Figure 177 - What would entice you to use Transit more often?**

The need for Sunday service, later evening service and more frequent service topped out the list for existing transit customers, receiving 63.9% of the responses followed by better connections (12.4%) and real-time schedule information being available (7.4%).



**Figure 188 - What would entice you to use Lindsay Transit?**

The non-transit customers identified, as expected, different priority weightings since they currently travel by other means; however, efforts can be made to attract the non-transit customer – the largest potential market – by addressing their criteria, which also mirrors those on the transit customer with the exception of providing Sunday service.



**Figure 199 - How many vehicles are there in your household?**

There were 177 respondents to the question related to vehicle ownership. The 41.2% that indicated they have no household vehicle are, of course, the most transit dependent. If efforts are in place to address priority improvements, one can surmise that transit could attract existing non-transit customers over time by reducing their need for one or more vehicles.



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Going forward, it will be important that as new residents move to Lindsay, it will be important that a reasonable level of transit service is in place to mitigate the need for the 2<sup>nd</sup> or 3<sup>rd</sup> car.

### 2.2.2 Lindsay Employer Survey

An employer survey was undertaken by Transit Consulting Network from August 28 through September 20, 2017; 32 businesses responded to the questionnaire. The retail sector represented the largest single group responding. The employers represented 626 full time, 242 part-time and 20 seasonal employees. Shift times and days of operation for each of the employers were provided and the results passed onto to City staff for future references.

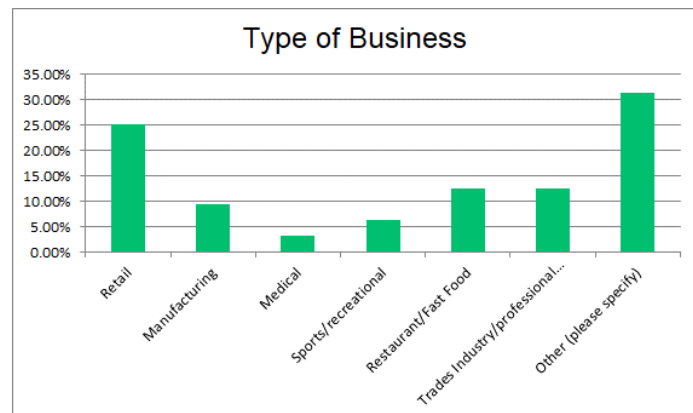


Figure 30 - Type of Business

Employer respondents were provided with an opportunity to provide comments and suggestions about Lindsay Transit. The 15 employers that responded provided a range of comments and suggestions were given, such as:

- Add Sunday service
- More direct bus routes
- Cover more areas of Lindsay such as SE Lindsay
- Extend evening service to accommodate retail hours
- Connecting hotels with key destinations such as the Rec Centre, Ken Reid and LEX was suggested
- Provide service outside of Lindsay

The comments and suggestions provided are considered to be in line with those expressed by participants of the general public transit survey previously undertaken by transit staff. As the City of Kawartha Lakes expands transit service, transit staff should build on the opportunity to obtain additional feedback from the business community.

### 2.2.3 Transit Focus Group Discussions

Transit Focus Groups (TFGs) are designed to help prioritize local transit investments based on industry best practices in route and service design. The TFG information received would be used to complement a community survey that was undertaken by City of Kawartha Lakes staff in 2017.

The stakeholder consultations consisted of informal roundtable meetings presenting all participants with an opportunity to be involved in very frank discussions, which would go a long way to a successful study completion. Transit Consulting Network provided an overview of the study and the desired study outcomes along with best practices in similar municipalities with transit systems across Ontario. This information provided the Transit Focus Group (TFG) participants with background relative to the role that transit can play to better enable them to provide meaningful input based on their own perspectives. The TFG discussions enabled TCN to more fully understand community needs from a cross-section of interest groups.

TCN facilitated a number of stakeholder consultations in August and September, 2017 summarized as follows:

- Bus Operator focus group
- Municipal Staff focus group
- Business Community focus group
- Bus Ride-along/ passenger interviews
- Fleming College student interviews
- Accessibility Committee
- Transit Advisory Board focus group

#### **Bus Operator Focus Group:**

August 9, 2017. Attendees Bill O'Brien (TCN), Tammy Orr, Julie Wilson, Susan Fraser, Janet Farrow. (Also, briefly Todd Bryant, Enzo Ingribelli).

- Ridership is estimated to be 60% seniors, 20% low income persons and 20% workers. Also a few students at the College and Adult Ed Centre. Very few high school students as students in Lindsay have yellow bus service if over 1.6 km from school.
- Main travel destinations (in approximate order of importance) are Lindsay Square Mall, Whitney Town Centre, Downtown, Giant Tiger and Health Unit/Medical Centre near Angelina & Kent.

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- In terms of schedules, the Green and Red routes are tight (i.e. need more time to maintain schedules)
- Approximate recovery times during busy mid-day periods are 3 to 5 minutes on Blue, 1 – 2 minutes on Red and 0 to -3 minutes on Green routes.
- Green route comments:
  - Left turn out of Giant Tiger Mall on return trip has high delays.
  - Westwood Court. cul-de-sac off Northlin Park Rd has delay and not a lot of passengers.
  - Delay at 2-way stop control intersection at Colborne & William
  - Narrow southbound thru lane on William at Wellington creates delay when vehicles are in left turn lane.
- Red Route comments:
  - Problems with parked vehicles in loop at Victorian Manor (south end, off Angeline). Low ridership at Victorian Manor.
  - Delays making left turn at Auk Trail & Angeline. High school students can walk to Auk Trail with sidewalks along Angeline St.
  - Route has an excessive number of turns, especially in Pumpkin Hollow (south east area- where route could go on Simcoe St instead of Georgian St) and west of Lindsay Street.
  - Community Care bldg. at 65 Melbourne St needs stop but could streamline routing on Melbourne and Durham.
- Blue Route comments:
  - Westbound bus stop on Kent St at Cambridge St has stop in right turn lane. It is not safe to use the ramp in winter, conflict with bike racks and stop not being long enough.
- New developments that are not well served by transit are in the southeast corner of Lindsay on the east side of Logie St down to intersection with Lindsay St and the Springdale Gardens north on Angelina Street.
- The operators estimate that the ramps are used at about 30% to 50% of the stops.
- The operators noted concerns with fare collection. The fare boxes are located mounted behind the operator and are difficult to see to monitor fare payment
- It was also noted that monthly passes are the same colour each month from year to year.
- Extended service hours in the evenings past 9:00 PM.

## **City of Kawartha Lakes 2018 Lindsay Transit Master Plan**

- Possibly one late night bus doing a late-night loop for people working until 9:00 PM
- Add some Sunday service, perhaps one bus

### **Municipal Staff Focus Group:**

August 9, 2017. Attendees Bill O'Brien (TCN), Todd Bryant, Leanne Mitchell (Treasury), Oliver Vigelius (Public Works).

- Transit area rating boundaries follow the former Town of Lindsay (limits do not extend south to Hwy 7 or north to Springdale Gardens).
- Mapping of the Town and development areas and the former Town of Lindsay should be available through Planning.
- Lindsay Fall Fair (LEX) occurs on September 18 to 23 and Lindsay Transit provides service from the downtown terminal from 11 AM to 10 PM.
- Kawartha Lakes amalgamated in 2001. Sixteen former municipalities became 16 Council wards. Next year some redesign of the wards is planned with the number being reduced to 8 wards.
- Road maintenance and snow clearing is given priority on bus routes.
- About 95% of bus stops have concrete pads at present. Pads are usually provided when road and sidewalk construction occur. Transit maintains a budget for new bus stop pads and pays Public Works an allocation for snow clearing at stops in winter.

### **Business Community Focus Group:**

August 9, 2017. Attendees Bill O'Brien (TCN), Todd Bryant, Charles McDonald (BIA President), Tana Torch (BIA General Mgr.), Gord James (Councillor), Jim Garbutt (LOBIA), Rebecca Mustard (CKL Ec Dev).

- New bus terminal will be on east side of Victoria Ave, south of Kent St and was implemented on September 4, 2017.
- Inter-city service operated by Can-Ar Coach along Hwy 35 corridor to Toronto has a stop at William & Kent.
- Gord James noted that downtown parking supply is an issue but the free two-hour parking has been successful in bringing people downtown. Long term vision should be for a parking garage with a transit hub.

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- Transit service needs likely include extended evening service and some Sunday service.
- Lindsay is experiencing considerable growth driven by retirees relocating to Lindsay.
- Possible service to outlying hamlets and to villages of Fenelon Falls and Bobcaygeon should be investigated. Previous bus service was discontinued but needs should be clarified and a commitment to service is necessary to support ridership development.
- There is also a need for bus service between Lindsay and Peterborough. This could possibly be combined with Fleming College bus service.
- The draft employer survey was discussed. Suggested revisions:
  - Note the location of each route as employers may not be familiar with them.
  - Perhaps simplify the questions or reduce the number of questions.
  - Provide question about transit service needs.
- If the employer survey is updated and a link provided, Tana can send this to members and can also forward to Chamber of Commerce. It is suggested that a deadline of 3 – 4 days be noted. Tana is away last week of August.
- College activity noted. Todd has ongoing contacts with College and ridership is very limited. It is noted that bike rental is a big travel mode and the College has about 500 rental bikes.
- Rebecca Mustard can send the employer survey link out to large employers in the area.
- VCCS is a large employment placement service and Rebecca will provide an introduction by e-mail for contacts. Global Career Service is a private recruitment service that may be able to provide input.
- It was noted that Rebecca is involved in a project to help redevelopment of upper levels of downtown commercial business buildings.

### **Community Ride Along: Approximately 22 passengers interviewed**

Consultants conducted both on-street interviews at the downtown bus terminal, complemented by ride-alongs on all three bus routes to undertake informal discussions with transit customers from approximately 9:00am to 2:00pm. A summary of the feedback received is provided as follows:

## City of Kawartha Lakes 2018 Lindsay Transit Master Plan

- Most of the riders were complimentary in regards to the service as it fit their needs. “Can’t do without it”. “I use it every day to go into town. If it wasn’t here I would be home alone”.
- The drivers are courteous and friendly. They know all of the transit customers by name.
- Additional service was also a key subject as to times and days. Earlier daily service (6am start) to get to 7:00am shift, later hours to 11:00pm to accommodate those who work until 9:30pm, and Sunday service. For Sunday service, the suggestions was for a 7-hour route from 10:00am to 5:00pm or have it exactly the same as Saturday service.
- Add another route so as to cut down the time it takes to get anywhere.
- Many riders were vocal regarding the condition of the roads and how bumpy the ride was. They expressed that perhaps better buses with better shocks and springs be focussed on as well as road repair.
- As the buses are fairly small multiple strollers, walkers and wheelchairs are not being accommodated well.
- Access to the other Kawartha Lakes communities that are not being serviced today through feeder routes or routes a few times a week.
- Tweak the Fleming college schedules so that one of the buses is at the half hour versus on 15 min past the hour.
- Sometimes the token machines are empty.
- Smart card technology that can be refilled online at any time.
- Educate Fleming College students to increase ridership. Provide passes with tuition.
- Have a cleaner bus by using vinyl seats. Easier to clean more often.
- Work with infrastructure and development to ensure a safe cross to a bus stop, and to alleviate traffic.
- Holiday service.
- Travelled on Green Route, leaving at 3:00 PM. From passenger perspective, Improved communications needed for detours. Suggested messages on radio, Info in newspapers, notices on buses, signs at stops), etc.

### **Fleming College: 20 students interviewed on campus**

September 11, 2017 – Fleming College Student Interviews

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Many of the 20 students that spoke to TCN did not know much about Lindsay Transit.

- Preferred mode of transportation is vehicle as a driver, walk, or bicycle.
- Real-time App for stop and real-time location information would be ideal (e.g. using Google)
- Smart card technology
- Red and Blue are too close in timing.
- Lindsay Transit takes too long to get where I want to go.
- Need bike racks on buses
- Better schedules, and information.

### **Community Care Ride-along**

Specialized Transit service outside Lindsay is provided by Community Care City of Kawartha Lakes (CCCKL), which is a health and community support agency. CCCKL is financially assisted by the Local Health Integration Network, and by its own fundraising initiatives. It provides volunteer-based rides, and professionally-driven specialized transit and non-emergency patient transfers. Community Care's transportation mandate is to provide service to older adults and people with special needs, including those with physical disabilities.

There is also a working partnership between the City and CCCKL as customers are regularly referred between services and the City provides links on its website to Community Cares services. <https://www.ccckl.ca/>

It was observed by the consulting team while at Ross Memorial Hospital that CCCKL specialized service appears to be of high quality. The LIMO driver assigned to provide the ride-along for the team member stated that she works for both LIMO and CCCKL Specialized Transit. The LIMO driver performed her work in an exemplary manner – excellent wheelchair securement skills, capable and careful driver, friendly and well-liked by customers.

### **Accessibility Committee**

Transit Consulting Network (TCN) and Kawartha Lakes staff met with the Accessibility Committee on September 21, 2017 in order to obtain input on the Transit Master Plan relative to identify unmet needs or areas of improvement that would better accommodate their mandate relative to improving community accessibility. It was noted

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by TCN that both LIMO and Lindsay Transit ridership has outpaced population growth while LIMO use has outpaced Lindsay Transit use.

The following highlights of the Accessibility Committee input were received:

- Rural coverage is needed given the inability to access Lindsay goods and services, particularly medical
- Concern that people are forced to move into Lindsay (e.g. spouse visiting spouse at long-term care is expensive using taxis)
- Need for Sunday service
- People do not know the boundaries of Lindsay and as such, not clear about LIMO service area (clarified by Kawartha Lakes staff)
- Concern expressed about adequate snow clearing. It was clarified that 123 out of 167 bus stops are scheduled for snow clearing
- Perception that there are unaccommodated trips; however, it was pointed out that this was an issue that has been resolved with the additional LIMO bus, which brings the LIMO complement to three vehicles
- Consideration can be given to implementing a pilot service to outlying areas that would be scaled down from previous attempt.
- Support was received regarding the potential use of LIMO service to accommodate areas outside Lindsay (e.g. weekly shopping, medical appointments, etc.)
- It was noted that the Transit Master Plan will identify strategies to accommodate rural areas with consideration given to the proposed increase in the dedicated Provincial gas tax to take effect in 2018/2019 and double by 2022

### **Transit Advisory Board (TAB) Focus Group:**

A TAB focus group meeting was held on August 17, 2017 and was attended by staff and four TAB members. Transit Consulting Network provided a PowerPoint overview of the project objectives, a report of the Lindsay Transit performance from 2012 to 2016 and compared Lindsay Transit performance with 10 other transit systems in its peer group.

A summary of the consensus and input received is provided as follows:

- Agreement that it is important for continuous improvement initiatives that the CUTA information submitted for MTO gas tax funding purposes be separated



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between Lindsay Transit and LIMO services; this also allows for more realistic peer group comparisons

- Service hours:
  - Expand span of service to better accommodate earlier and later shift work times
  - Add modest level of Sunday service
  - Extend evening service to accommodate socio-recreational and work trips
- Efforts to reduce the bus travel time within Lindsay should be explored
- Suggestion to split the Blue Route and modify other routes, as required
- Improve service coverage to areas such as: Pixie to accommodate employees, Springdale Gardens and Country Estates, LEX, jail, connect to waterfront, south of Parkside on east side of river, new developments and upcoming developments, churches, and schools and industrial areas outside the urban area of Lindsay
- Provide links to GO Transit Rail service (concept of shared-ride taxis was supported)
- Transit infrastructure: add shelters, benches, bike racks, expand transit hub and improve bus operator facilities
- Bus operator complement: convert to full time or mix of full- and part-time operators
- Improve maintenance capability through the addition of licensed mechanic(s); also have both Maintenance and Operations house in one facility (i.e. 89<sup>th</sup> David St.)
- Target marketing with focus on youth, multiple car households, revisit December free ride initiative, promote transit for special events, use Google Maps, and work with media (e.g. radio interviews, news releases, etc.)
- Branding: new slogan, tie transit to Active Transportation initiatives
- Administration: part time Assistant should be added to accommodate various employee absences (e.g. vacation, training, sick leave, etc.) and to have skill sets available from more than one staff member

### **TAB Six Sigma Exercise Meeting:**

Todd Bryant, City of Kawartha Lakes, attended a meeting with the Transit Advisory Board (TAB) on July 27, 2017 to present the findings of the transit survey undertaken by

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staff prior to commencement of this study. The following is a summary of the post-it notes that were collected and transposed as follows:

<b>What would entice you to use Lindsay Transit?</b> <ul style="list-style-type: none"> <li>• Access near house. Convenient access.</li> <li>• Rural connections</li> <li>• Shorter Ride times</li> <li>• More frequent stops</li> <li>• Extended hours for weekday and weekend</li> <li>• Sunday Service</li> <li>• Holiday Service</li> </ul>	<b>Goals: Mid Term Goals: 3-6 years –</b> <ul style="list-style-type: none"> <li>• Buddhist Temple</li> <li>• Farmfest</li> <li>• Tours and Events</li> <li>• Seasonal Special Event routes</li> <li>• Rural areas such as Fenelon Falls, Bobcaygeon, and Conservation Areas</li> <li>• Rural events</li> <li>• Go, Via, and 407 connections</li> <li>• LEX events not just the Lindsay Fair</li> </ul>	<b>Are there any specific stops or destinations in Lindsay you would like to see serviced?</b> <ul style="list-style-type: none"> <li>• Pickseed</li> <li>• Springdale Gardens</li> <li>• Feed Store</li> <li>• Court House</li> <li>• Ponty Pool</li> <li>• Admiral Inn</li> <li>• LEX</li> <li>• Jail</li> <li>• All new developments</li> <li>• Logie Street</li> <li>• Rural Communities</li> <li>• Valentia</li> <li>• Conservation Area</li> </ul>	<b>Rate Lindsay Transit Services</b> <ul style="list-style-type: none"> <li>• Reliability: <ul style="list-style-type: none"> <li>○ Good</li> <li>○ Don't have access (3)</li> </ul> </li> <li>• Convenience: Fair</li> <li>▪ Affordability: <ul style="list-style-type: none"> <li>○ Great</li> <li>○ Good</li> </ul> </li> <li>▪ Available Maps and Schedules: Good</li> <li>▪ Customer Service: <ul style="list-style-type: none"> <li>○ Good</li> </ul> </li> <li>▪ Cleanliness: Fair</li> <li>▪ Accessibility: Good</li> </ul>
<b>What is your primary mode of travel in Lindsay?</b> <ul style="list-style-type: none"> <li>• Car (5)</li> <li>▪ Lindsay Transit (LIMO)</li> <li>▪ Scooter</li> </ul>	<b>What are your reasons for not using Lindsay Transit?</b> <ul style="list-style-type: none"> <li>▪ No Access to Rural (4)</li> <li>▪ Too Long to get to where I want to go</li> <li>▪ I own a car</li> </ul>	<b>Do you have access to a vehicle?</b> <ul style="list-style-type: none"> <li>▪ Yes (4)</li> <li>▪ No (1)</li> <li>▪ Yes, but would only need one car in the household</li> </ul>	<b>Parking Lot Items</b> <ul style="list-style-type: none"> <li>▪ What is the population of the service area?</li> <li>▪ Routes to be made a priority for Road resurfacing</li> </ul>
<b>How familiar are you with Lindsay Transit?</b> <ul style="list-style-type: none"> <li>▪ Routes? <ul style="list-style-type: none"> <li>○ Good, Very Good (all)</li> </ul> </li> <li>▪ Bus Stop closest to your home? <ul style="list-style-type: none"> <li>○ Right on the corner</li> <li>○ 20-minute drive</li> <li>○ 36 Km</li> </ul> </li> <li>▪ Fares? <ul style="list-style-type: none"> <li>○ Good, Very Good (all)</li> </ul> </li> <li>▪ Information? <ul style="list-style-type: none"> <li>○ Good (4)</li> <li>○ Fair</li> </ul> </li> </ul>	<b>What would entice you to use Lindsay Transit more often?</b> <ul style="list-style-type: none"> <li>▪ Access to rural communities</li> <li>▪ Shorter Routes</li> <li>▪ Connection to Go and VIA</li> <li>▪ More Shelters</li> <li>▪ Smart Card</li> <li>▪ Schedule that accommodates tourism in other communities</li> <li>▪ Faster /shorter routes</li> </ul>	<b>Where do you go when you use Lindsay Transit?</b> <ul style="list-style-type: none"> <li>▪ Doctor</li> <li>▪ Visit friends</li> <li>▪ Shopping</li> <li>▪ Downtown</li> <li>▪ Fleming College</li> <li>▪ Meetings</li> <li>▪ Giant Tiger</li> <li>▪ Restaurants</li> </ul>	<b>General Comments</b> <ul style="list-style-type: none"> <li>▪ Increase and Advertise access to tokens</li> <li>▪ More token machines</li> <li>▪ Promote monthly passes</li> <li>▪ Better Winter Maintenance of Stops, and more bus shelters</li> <li>▪ Add weekends and Holidays</li> <li>▪ Increase service area and hours of operation for all days of the week.</li> <li>▪ Shorter route times</li> <li>▪ Parking hub / Park and ride if expand to connect to Go/VIA</li> <li>▪ Rework routes and expand area coverage</li> </ul>

Figure 31 - TAB Six Sigma table

### 3. Phase II: Preliminary Route and Service Concepts

Transit policy drives the decision-making process by providing transit management and political decision-makers with the tools needed to support service recommendations and to maximize transit growth opportunities while maintaining cost effectiveness. Setting policies early also drives the planning process and clarifies, for example, whether service changes should be designed to expand the system and target new riders, or whether existing funding levels should be reallocated to better serve existing customers. It is important to ensure that the policies reflected input from all stakeholders, including non-transit users.

The policy framework consists of:

- **Goals and Objectives** provide general policy direction for the community
- **Service Standards** assist in determining where service will be provided, when service will be provided, and how it will be provided.

#### 3.1 Goals and Objectives

Through the consensus-building process that the consultant team advocated throughout the study, Transit Consulting Network developed a number of goals and objectives based on the vision and mission statement that was developed in 2012.

##### **Vision Statement**

The preferred future of public transportation in the City of Kawartha Lakes:

*“To provide safe, efficient and environmentally friendly public transportation services that support the economic vitality, growth, environmental sustainability, and health of the community.”*

##### **Mission Statement**

The purpose of Lindsay Transit:

*“To ensure that the public transportation services are cost-effective, energy efficient, and contribute to improving the quality of life of all residents of the City of Kawartha Lakes.”*

To support the transit vision, a number of goals and objectives were developed.

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### Service Goals

To provide a public transportation system as a viable alternative to the automobile in the City of Kawartha Lakes to:

- Improve the quality of life of residents who do not have access to an automobile.
- Improve pedestrian access to transit service.
- Meet the travel demand generated by various target markets in the employment, academic, commercial, medical, and service industries.
- Recognize that transit is an integral component of urban growth and that growth spurs transit needs.

### Performance Goals

Transit performance targets have been updated and established for the next five years as follows:

- **Effectiveness:** Increase transit use by 20% - from 4.5 to 5.4 revenue passengers per capita served by 2023.
- **Efficiency:** Increase service utilization use by 20% from 9.8 to 11.8 passengers per hour of service by 2023.

### Financial Goals

To keep financial costs and cost increases in line with Council objectives

The performance targets identified can be adjusted, as required, and are designed to be slightly out of reach to ensure continuous improvement is sought to help ensure ridership growth initiatives are balanced with fiscal responsibility.

### Service Area Objective

Current: Lindsay Transit should provide service within the urbanized area of Lindsay

Post 2023: Lindsay Transit and LIMO should provide service to all communities within the City of Kawartha Lakes

### Service Objective

The minimum frequency of service and service hours to be provided shall be adequate to meet the various target markets within the City of Kawartha Lakes.

## 3.2 Transit Service Design Guidelines

### 3.2.1 Transit Service Standards

The goals and objectives provide general policy direction for the City to follow with respect to the provision of Transit service. Transit service standards are needed to guide Kawartha Lakes in determining when transit service will be provided, how often it will be provided and how it will be provided through:

- A framework for making rational decisions on the level and quality of service in the community
- Increased public awareness of the philosophy of service and growth for Lindsay Transit
- A strong commitment by Council to maintain service standards within the context of balancing social and environmental objectives with fiscal responsibility
- A high degree of acceptance for Transit expenditures since the decision-making process will be perceived as fair

### 3.2.2 Transit Service Level Policies

The transit service level policies have been designed, within reason, to enable residents that are captive to transit to expect a minimum level of service. Within these policies, staffing, equipment and maintenance costs will be defined. The proposed increase in the span of service and days of operation are designed to accommodate retail sector employees and customers, and urban growth while also enabling other residents to travel for all trip purposes.

#### Current

Monday through Saturday (no Sunday service)

- Span of Service: 07:00am – 19:00pm
- Frequency of Service: 30 minutes

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### Proposed (within 5 years)

#### Weekdays

- 0700 hrs – 1900 hrs: 30-minute frequency
- 0700 hrs – 2300 hrs: 60-minute frequency

#### Saturdays

- Span of Service: 0700 hrs – 1900 hrs
- Frequency of Service: 30 minutes

#### Sundays

- Span of Service: 1000 hrs – 1600 hrs
- Frequency of Service: 60 minutes

### **3.2.3 Service Reliability**

It is reasonable to expect buses to be reliable, that is, buses must be on time at all publicly scheduled time points. 'On time' should be defined as buses never being early at a scheduled time point (zero minutes early) and not being more than 5 minutes late to allow for unforeseen delays.

When a bus leaves the downtown terminal, the bus operator should travel their designated route in the most efficient and safest travel time possible. This would ensure bus operators never arrive early along the route and are not late more than a few minutes. If this results in much earlier arrivals at the terminal for some routes, this is considered acceptable. By following this practice, schedules along the route would be consistent and layover times that take place at the downtown terminal and other transfer points would be maximized.

## **3.3 Land Use Planning and Transit**

Arterial transit routes offer a more attractive service because they are more direct and cost-effective than transit routes along slower internal collector roads and residential streets. However, transit service along collector roads and local streets is necessary in many cases since arterial roads are often spaced too far apart to accommodate acceptable transit walk distance requirements. When designing for new residential developments, maximum transit route coverage at minimal cost must be viewed as a priority, not unlike other services the City provides.

## City of Kawartha Lakes 2018 Lindsay Transit Master Plan

Following the development of community master plans are two planning phases that should address public transit needs – the Secondary Plan and the Draft Plan of Subdivision as summarized in the following:

- Determine basic location and orientation of transit routes
- Determine a street system and walkway layout, which attempts to accommodate efficient transit service along the arterial and collector road system
- Determine location of activity centres (schools, shopping facilities and medium to high density residential areas) along transit routes
- Determination of mobility hubs and transfer facilities to maximize integration of modes and reduce overall transit travel times
- Co-ordinate location of bus stops with design of intersections and walkways in order to minimize walk distances, provide for reasonable bus stop spacing, and provide for safe pedestrian routes; and
- Locating walkways which would serve as many purposes as possible (e.g, access to bus stops, schools, shopping, parks, and trail links)

When developing bus routes, best practices are applied to route design, walk distances to bus stops, the locating of bus stops, and bus stop accessibility. Transit and Planning Development staff continually engage each other in transit issues surrounding development and how transit needs will be addressed.

### 3.3.1 Acceptable Transit Route Design

There are various ways of arranging transit routes to provide service. Best practices have been introduced relative to route design principles that provide for:

- Reasonable walk distances to bus service for residents
- Directness of travel by bus
- Safe travel speeds and reliable schedules

The guidelines can be applied when re-designing bus routes and used for land use planning purposes to help ensure transit requirements are being met during periods of urban growth. Applying the guidelines consistently provides transparency and objectivity when determining where bus routes will be placed.

**Transit Travelways:** Transit routes should be provided along arterial and collector roads to the extent possible, which have reasonable through access rather than on

## City of Kawartha Lakes 2018 Lindsay Transit Master Plan

crescents or cul-de-sacs. A 9.0 metre pavement width is the minimum for transit routes. Exceptions can be made where no reasonable alternative is available to provide for acceptable walk distances to residential dwellings and businesses.

**One-way Transit Loops:** Provision should be made to minimize the length of one-way transit loops to no more than 2.0 kilometres. One-way transit routes provide for transit service on one side of the street only and will typically be found in residential areas to minimize vehicle requirements and where two-way service may not be warranted.

**Bus Route Design Speeds:** Safe travel speeds are needed to ensure buses can maintain their schedule and be designed such that people can get from A to B in the quickest and safest manner possible. An average design travel speed of approximately 18-22kph should be in place in urban environments. Lindsay Transit's average speed was reported at 18.23 kph in 2015, which is considered acceptable since it is within the range.

**Bus Route Lengths and Population Density:** Road layouts in residential developments should be designed such that transit routes require a minimum 1,000 residents served per 1.0 kilometre of two-way transit route distances. The distance of a one-way route travel way would be factored in at 50% of the transit travel way.

**Transit Customer Travel Times:** Routes and Schedules would be designed to enable residents within Lindsay to board a bus and reach their destination in no more than 45 minutes.

### 3.3.2 Walk Distance to Bus Service

A guideline used to help design or redesign bus services is ensuring there is a reasonable walk distance to bus service as follows:

- 95% of dwelling units should be within a 450 metre walk distance of an existing or future bus stop
- 70% of dwelling units should be within a 300 metre walk distance of a bus stop. The 450m walk distance equates to an approximate 5-minute walk time to a bus stop for most people (walking 4kph).
- All multiple housing units should be within a 300 metre walk distance of an existing or future bus stop.



- Special needs housing, high density employment, shopping, medical, and institutional development should be within a 150 metre walk distance of a bus stop.

The 450-metre standard is considered a realistic goal. If a more stringent standard than 450 metres is chosen, this may result in improved coverage being required in existing residential areas but at a higher cost. It should be noted that under most circumstances, residents of multiple housing units tend to be more captive as transit customers and as such, should be located close to transit service.

### 3.3.3 Bus Stop Locations and Design

Once bus routes are designed or existing routes modified, the following strategies should be applied to bus stop locations and bus stop design:

- **The location of bus stops should be coordinated with the design of walkways, intersections and development in order to minimize walk distances and provide for reasonable bus stop spacing.**  
Ideally, bus stops should be located at walkways and intersections as well as being in proximity to high density residential complexes and major shopping facilities in order to minimize walk distances for most people. Other factors used to determine bus stop locations and reasonable spacing are demand, road type, pedestrian safety, and public requests.
- **In industrial areas, sidewalks should be provided along at least one side of the roadway.**

Industrial areas are considered to be 'hostile' environments due to higher volumes of truck traffic; however, it is important that employees are provided with safe pedestrian access from bus stops to their places of employment, particularly during winter weather conditions.

Walkways, for the purpose of transit connections, must be constructed out of a material which can be maintained year-round. Responsibility for the maintenance of these walkways must be allocated to the appropriate department.

- **Bus stops and bus stop amenities must meet Accessibility for Ontarians Disability Act (AODA) requirements.**

Meeting AODA requirements will better enable some LIMO customers to use Lindsay Transit for at least some of their trips. Each time an eligible LIMO

customer uses Lindsay Transit, a savings will be realized. (Note: the extent of the savings that would be realized could not be obtained since the required financial data is not available. In this regard, improvements in the financial reporting have been recommended by the Consultant to address this issue).

### 3.3.4 Trade-offs

Since the types of residential community design varies significantly from high density apartment complexes to low density estate type development, design objectives may not be met in some cases. Trade-offs may be necessary from time to time in view of other design considerations.

In order to provide some flexibility in the guidelines, the following recommendations should also be considered:

- That land use/transit coordination is a necessary and valuable goal recognizing that, in the implementation of the transit subdivision design guidelines, trade-offs may exist in some instances with other planning, engineering and environmental considerations.
- That secondary plans and draft plans of subdivisions recommended by staff shall reflect efforts used in trying to achieve the transit guidelines stated herein.
- The City of Kawartha Lakes should initially inform the development industry of the proposed guidelines as set out in this report. It is suggested that the Planning and Development Department in conjunction with Public Works staff be responsible for informing developers and their representatives on an ongoing basis.

The key factor at the outset of community design, is whether or not the design guidelines have been met and every effort was made to attain them. It is likely that existing and planned subdivisions which do not meet all of the guidelines would receive a lower level of transit service (e.g. peak period only) than more transit-oriented subdivisions which meet or exceed the design objectives.

## 3.4 Transit Ridership Growth Plan

Expanding route coverage within Lindsay while increasing the annual transit service hours over the next five years and beyond is a significant transit ridership growth strategy that will address current needs as well as growth within Lindsay. Residents will have better access to jobs while businesses will have a larger pool of both employees and customers that do not have affordable access. Equally important is that the

increased investment in transit enhances the quality of life of existing and future residents that have no other affordable means of travel.

The following addresses specific strategies to maximize the effectiveness of the service expansion.

### **3.4.1 Transit Service Expansion**

Expanding the reach of transit and increasing service hours will have the largest impact in growing transit use within the City of Kawartha Lakes. Since many goods, services and employment opportunities are outside of Kawartha Lakes, it is reasonable to assume that transit connections to GO Transit will increase local transit use as well; however, the span of service (hours of operation) will need to be increased.

#### **3.4.1.1 City-wide Transit**

In smaller communities such as Fenelon Falls, Bobcaygeon and some of the village areas in Kawartha Lakes, some form of public transit would improve mobility for the many residents unable to utilize private vehicles for their travel needs. Access to medical facilities in Lindsay was a need clearly expressed during the community engagement process. It would also provide Lindsay residents with the ability to travel to Kawartha Lakes communities outside of Lindsay. This need should be addressed with a business case detailing costs and feasibility related to growth, subdivision plans and future development.

#### **3.4.1.2 Commuter Service**

The ability to travel by bus to destinations outside of Kawartha Lakes can be accommodated by linking local transit service to inter-city services provided by GO Transit. Low-cost strategies such as fixed-route or demand-responsive taxis could be considered for peak hour travel. For example, the City could enter into an agreement to subsidize one or two fixed-route taxi trips for residents that wish to travel to the GO Transit park and ride station at Highway 35 and 115. The cost would be offset through higher transit fares.

### 3.4.2 Transit Fare Pricing Strategy

Bus fare revenues are needed to off-set transit costs and, in the end, the cost of transit to the taxpayer. The bus fares increased in 2017 for the first time since 2011. Although unpopular, fare increases are necessary.

The current fares are as follows:

Fare Category	Cash Fare	Token Fares	Monthly Pass
Adult	\$2.10	\$20 for 12 tokens \$1.67 each (20% discount)	\$63 (\$1.58 each based on 40 trips per month)
Students/ Seniors	\$1.60 (25% discount to adult fare)	\$20 for 14 tokens \$1.43 each (10% discount)	\$52.50 (\$1.31 each based on 40 trips per month)
Children (6-14)	\$1.05 (50% discount to adult fare)	NA	NA
Children under 6	Free	NA	NA

**Figure 32 - Current Fares Table**

In 2016, a total of \$158,764 was collected in passenger fares as follows:

- \$92,376 (58%) was collected in cash
- \$27,133 (17%) was prepaid by tokens
- \$39,255 (25%) was received in monthly pass sales

It was interesting to note that although cash fares represent the highest fare price, cash fares represented more than half of the fare revenue received.

To encourage prepaid fares, discounts – also referred to as concession fares – it is recommended to be 20% when compared to the cash fare. While the adult token fare is priced at a 20% discount to the cash fare, student and senior discounts are only 10%.

#### 3.4.2.1 Single Base Cash Fare

A fare pricing principle recognizes that infrequent transit customers who board by cash are more likely to be less sensitive to the cost of taking transit while those that are frequent users are likely to be more sensitive. Regular transit customers will use tokens and passes, which speeds up the passenger boarding time. To encourage increased

use of tokens and passes, it is suggested that the \$2.10 adult cash fare be applied to all transit customers with the exception of children 6 to 14 years old.

### **3.4.2.2 60-minute Transfer**

Upon request, transit passengers are provided with a paper transfer that enables them to transfer to the next bus on a connecting route at no additional cost. Each route has a different transfer colour. A strategy used in many Ontario transit systems is to allow a transfer to be valid on all routes in any direction and be valid within a specified time frame, acting as a 'period' pass. For example, in Greater Toronto Area municipalities, a transfer is valid for two hours due to the longer distances travelled by bus.

It is suggested that Lindsay Transit have a 60-minute free transfer. One example of the benefit is that a customer can board a bus and shop then board the next bus within 60 minutes to another destination within Lindsay or even return home on the same bus route. Only one fare would be required. When introduced in Kitchener-Waterloo in 1986, which was one of the first transit systems in Ontario to do so, the strategy was found to be revenue neutral since it resulted in increased transit use. The 'free' transfer was designed for 1) the single parent who had to drop off their child at daycare then resumed travel to work on the next bus and 2) the stay at home parent who needed to go to a store with their pre-school child during the day and shop for essentials rather than wait for the family car at the end of the work day.

Another benefit of the 60-minute transfer is the need to have a single paper transfer rather than three, which is easier to administer and more bus operator and transit customer friendly.

### **3.4.2.3 High School Student Monthly Activity Pass**

With expanded hours of operation, the high school activities monthly pass can be made available to students to use after school should they remain to participate in after school hours activities or travel to their part time job. For example, a deep discount of \$20 per month would provide for very inexpensive travel when bus capacity is available (e.g. evenings and weekends). The pass would also benefit parents who do not have to drive to pick up high school youth who attend after school activities.

### **3.4.2.4 Annual Transit Fare Increases**

Transit fare increases are never popular but they are necessary if there is a need to keep deficits as low as possible and to support transit service improvements. In this regard, people are willing to pay more for improved service. It is recommended that fare increases keep pace with inflation and be implemented annually rather than every few years as was the case with Lindsay Transit. Given the low \$2.10 cash fare, it is the opinion of Transit Consulting Network that the cash fare could be increased by \$0.15 to \$0.40 in 2018 provided the concession fares are only increased marginally if at all.

After 2018, transit fare increases should be applied to all fare categories. In this regard, the current concession fares based on the base cash fare being applied to all fare categories. For example, if the base cash fare increases by 5%, all concession fares should increase 5%.

### **3.4.3 Transit Technology**

#### **3.4.3.1 Smart Card Technology**

A number of small transit systems throughout Ontario utilize low-cost fare collection technology that is integrated with GPS. The use of 'proximity' smart cards is considered to be a transit ridership growth strategy by the Province of Ontario given its ease of use (simply tap the card reader) and eliminating the need for exact cash fare. By integrating with GPS, the City of Kawartha Lakes will be able to track transit use by bus stop, direction and time period (by trip, by hour, time of day, week, month, and annually). The data can also provide origin-destination information that will be critical to future route design.

Knowing bus stop boarding activities by passenger classification (student, senior, adult, mobility) will also help identify priorities for transit shelter enhancements such as benches and shelters. The data would complement the automatic passenger counter (APC) information that is being collected today.

Other benefits of the smart cards include:

- Reduced boarding times
- Tracking of smart card use through embedded serial numbers
- Flexibility in fare pricing (i.e. to the one cent level, if required)
- Ease of implementing fare changes
- Built-in times for transfers, which do not have to be viewed by the bus operator
- Reduces the need for bus operators to turn sideways to observe fare payment and clear fare boxes if cash is used
- Eliminates fare evasion
- Enables mobility payment from a smart phone



**Figure 33 - Smart Card/Farebox Photo**

A critical benefit of an integrated smart card-GPS system is that the City of Kawartha Lakes will not only be able to monitor bus stop activities, schedule adherence performance data can also be obtained. This would provide the information needed to adjust schedules, as required. Since cloud-based software is used, there is no ongoing requirement for a server or support required from City of Kawartha Lakes IT staff.

With GPS-equipped buses through Lindsay Transit's APCs or smart card technology, the opportunity for the public to track buses on-line at home or outside with their smart phones will enable them to reduce their wait time at buses and ensure that buses are not missed. This is important during inclement weather conditions when buses could be behind schedule.

### **3.4.3.2 Real Time Passenger Information**

Real time passenger information is currently available given all buses are equipped with GPS. The opportunity for the public to track buses on-line at home or outside with their smart phones to be aware of delays due to construction, accidents and inclement weather; this enables them to reduce their wait time at stops and ensure that buses are not missed. This is important during inclement weather conditions when buses are more

likely to be behind schedule and will be used extensively when service is infrequent (e.g. late evenings and Sundays). Based on the experience of the consultant project manager, he measured a 3% increase in off-peak transit use (1.5% total daily increase) one year after interactive transit schedule information was made available via telephone.

### **3.4.4 Bus Stop Infrastructure**

Bus stop infrastructure relates to bus stop signage, sign posts, landing areas, shelters, and links to sidewalks. By ensuring bus stop areas are able to accommodate all residents such as eligible LIMO registrants, the elderly and those using strollers, Lindsay Transit use can grow further. Specifically, by enhancing accessibility, some LIMO registrants would be provided with the opportunity to travel dynamically, without the need to book ahead.

#### **3.4.4.1 Bus Stop Areas and AODA Compliance**

The AODA (Accessibility for Ontarians with Disabilities Act, 2005), specifically Ontario Regulation 191/11, the Integrated Accessibility Standards (IASR), establishes the accessibility standards pertaining to information and communications, employment, transportation, the built environment (design of public spaces) and customer service, as well as additional general requirements that a municipality must comply with.

With regard to bus stops and shelters for municipalities providing conventional transit service, a municipal transit service provider must (Section 47 (1)) ensure that persons with disabilities are able to board and alight a transportation vehicle at the closest available safe location, if the official stop is not accessible and the safe location is along the same transit route.

It is important to note that a limited number of bus stops along accessible routes may not be accessible due to the absence of sidewalks, insufficient road right-of-way, gravel shoulders and the presence of ditches in semi-rural areas. Furthermore, bus stops may also be temporarily inaccessible due to construction, weather, or damage.

It is a requirement (Section 78 (1)) that consultation with the municipality's accessibility advisory committee be undertaken in the development of accessible design criteria in the construction, renovation or replacement of bus stops and shelters and outlined in



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the municipality's Accessibility Plans. The Integrated Accessibility Standard Regulation does not set a specific timeline for all bus stops or shelters to be made accessible.

Bus stops and shelter requirements fall into the category of IASR, "Exterior Paths of Travel," which specifies the technical requirements for pedestrian travel along outdoor sidewalks and walkways in the following sub-sections:

- 80.21 - Exterior Paths of Travel, application
- 80.22 - Exterior Paths of Travel, general obligation
- 80.23 - Exterior Paths of Travel, technical requirements
- 80.24 - Exterior Paths of Travel, ramps
- 80.25 – Exterior Paths of Travel, stairs
- 80.26 – Exterior Paths of Travel, curb ramps
- 80.27 – Exterior Paths of Travel, depressed curbs.

For budgeting purposes, the flowing unit costs have been estimated for the supply and installation of various bus stop area components:

- \$50 Bus stop sign on existing post
- \$300 Bus stop post and sign
- \$75 Framed bus schedule
- \$1,400 Concrete or asphalt bus stop landing area (designed for 12.2 metre transit bus)
- \$300 Bench
- \$200 Waste bin
- \$6,500 4 ft. X 8 ft. standard shelter
- \$10,000 4ft. x 8ft. solar light shelter
- \$20,000 (est.) for heated shelter

There are various bus stop spacing guidelines (e.g. 100, 150, 200, 400 metres) applied to urban areas served by transit. In the future, as services are expanded to locations outside Lindsay, bus stops can be installed within the smaller urban communities while residents along rural roads can use the 'flag stop' method to board a bus and request a stop.

Recommendation: Assess all Lindsay Transit bus stops relative to meeting AODA requirements.

### 3.4.4.2 Snow Clearing Policy

During the community engagement process, there was concern expressed with the existing bus stop snow clearing policy. In this regard, municipalities have a roadway snow clearing policy that gives priority to emergency vehicle routes. A similar policy should be in place where bus stop area snow removal is undertaken within 24 hours of a snowfall. Priority should be given to the downtown bus stops, stops located at medical facilities, seniors' residential complexes, and other institutions where transit use is the greatest or where transit customers are the most vulnerable.

Recommendation: That the City of Kawartha Lakes develop a bus stop snow removal policy that outlines a specific time frame for downtown, shelters and higher use transit stops to have snow removal completed.

### 3.4.4.3 Bus Stop Signage

Bus stops will provide the branding needed to increase the profile of Lindsay Transit as mentioned previously. Based on the consulting team's municipal experience, the demand for bus shelters and street furniture will likely be the top requests once transit service levels have improved. It will, therefore, be important that the City of Kawartha Lakes maintain an ongoing bus stop installation and replacement program in the capital budget.

The following should be available at each bus stop:

#### Minimum

- Phone number (to access transit information)
- Website addresses to link to Lindsay Transit's GPS/Real time application and other information about transit (fares, hours of service, routes, etc.)
- Name or Identification number of the stop



Figure 34 - Posted Schedules at Bus Stops

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- Routes that serve the stop by posting each route number
- Decals to be 50 mm square or round providing high tonal contrast colour for easy viewing by persons with vision loss
- Bus stop signs should be double sided with the international bus pictogram, so prospective customers may see the location of the bus stop from 2 directions
- Bus stop signs should use 3M reflective sheeting material (similar to other traffic signs) to enable bus drivers to easily view them during nighttime and low visibility periods.

### At Major (busy) Bus Stops

- Schedule departure times (see example from Burlington Transit in Figure )
- Route map
- Fare information

### At Transit Shelter Locations

- Same information as above
- Transit system map, including other transit operators i.e. routings of Niagara Region Transit, Niagara Falls Transit and GO Transit (if applicable) to/from Lindsay

### 3.4.5 Branding and Marketing

With the implementation of the new transit services, there is now an opportunity to brand the entire transit system by adopting clear and consistent messaging and information through a communications plan. Branding builds and enhances transit system visibility by communicating a clear message to existing and potential transit customers that this is their transit service.

The branding would consist of common and universal images throughout the following components of the transit system:

- Lindsay Transit logo (consistent colour & shapes for all material and new vehicles)
- Website
- Fonts (including AODA compliance with font size and contrasting colours)
- System route maps (printed, online and posted in transit shelters)
- Bus stops (and posted schedules at major busy stops) and shelters
- Service announcements, detours, route changes, etc. via social media

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- Media promotions (e.g. radio, print media, other social media such as Facebook and Twitter)
- All promotional and marketing materials
- Fare media

Funding of the branding work should be part of the planned infrastructure project and budget. Any branding decisions will be coordinated under the direction of the Communications, Advertising and Marketing division. Consideration of any future brand changes to the City of Kawartha Lakes brand and related brands (Lindsay Transit, Lindsay Mobility/LIMO) should be considered to avoid costs and/or brand confusion.

Expanding the reach of transit and increasing service hours will have the largest impact in growing transit use within the City of Kawartha Lakes. Since many goods, services and employment opportunities are outside of the City of Kawartha Lakes, it is reasonable to assume that transit use on the Kawartha Lakes bus will grow as well; however, the span of service (hours of operation) will need to be increased. This is being considered in the Niagara Region regional transit study, which was underway during the writing of this report.

Expanding service as recommended will better address existing needs of residents that have no choice. For residents that are fortunate to own a car or multiple cars – the largest transit market potential - the change from auto to transit will not occur overnight; it will take time. As a newly branded transit system becomes more visible, the hours of operation are expanded and more communities are served, a choice will emerge. Some households will not need that 2<sup>nd</sup> or 3<sup>rd</sup> auto and they may choose to reduce car ownership immediately or when a car needs replacement.

### 3.4.6 Travel Training

As the bus stop infrastructure meets AODA requirements and more LIMO customers are able to use Lindsay Transit services, the need to train LIMO clients to use Lindsay Transit will grow. In addition, as the population ages and individuals are no longer able to drive, many may not be comfortable with using transit for the first time. This is where customized travel training can be useful.

Residents that currently use LIMO service and others would have an improved quality of life if they were able to use conventional bus services as required without reserving service for some or all of their trips.

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In this regard, Lindsay transit recognizes that there are five distinct groups of residents that will benefit from the ability to travel by bus:

People who could benefit from travel training are:

- Young people with physical disabilities, who may be transported by family and/or special needs school bus, and who, with appropriate familiarization with how to use transit, would not develop a life-long dependency on specialized transit
- Adults with physical disabilities who may be able to travel on conventional services, at least for some of their trips
- Senior citizens who suddenly find themselves either unable or unwilling to drive, and if never having used transit, simply do not know how, and may feel intimidated and reluctant to use a system they do not understand
- People with cognitive disabilities who, although possessing the physical ability to use conventional transit, lack the knowledge and skills to do so, but who are capable of assimilating training so as to at least be capable of making a regular, unvarying one-way or return trip. Training these people to use conventional transit, in addition to the mobility advantages for the individual, allows LIMO to use its services in the most cost- effective manner and helps to protect specialized service for customers who have no other travel options due to the more constricting nature of their disabilities

### Recommendations:

- City staff should coordinate the administration of a travel training program
- Lindsay Transit should establish a budget dedicated to travel training, which includes the cost of free transit fares provided to customers undergoing travel training along with their trainers/caregivers, costs relative to marketing, the use of vehicles, and the portion of a co-ordinator's salary.
- That third-party agencies could be trained to provide direct travel training to their clients and that Lindsay Transit provide a Train the Trainer Travel Training Manual. There are a number of best practices training manuals that can be referenced such as 'myRide' that was developed by York Region Transit

### 3.4.7 Community Liaison

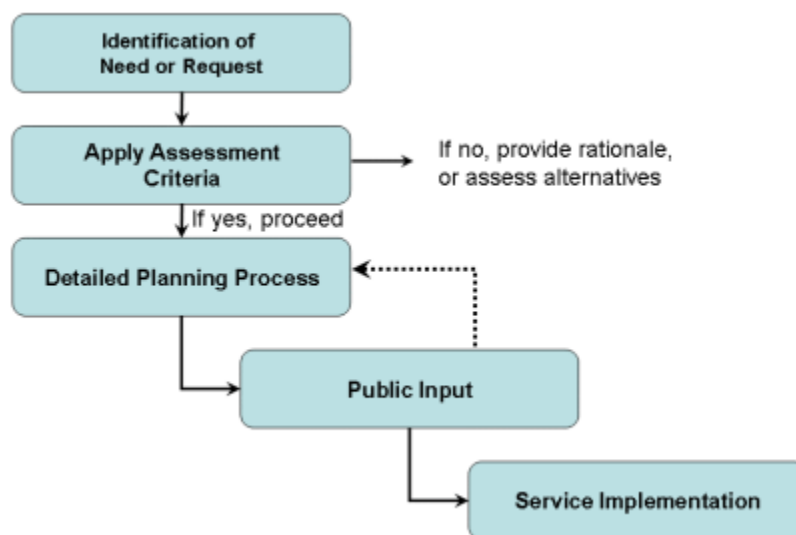
Bus operators are the front-line public liaison for Lindsay Transit and based on community feedback and observations of the consulting team, they do an excellent job

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relative to customer service. On the other hand, incidents such as late bus complaints and requests to extend service are beyond the control of the bus operator and require other levels of assistance.

The Transit Master Plan will take the City of Kawartha Lakes to a new level by meeting a wider range of resident and business needs throughout the vast service area. The level of expertise required and the amount of time dedicated to addressing transit issues has increased significantly and will continue to do so as a result of:

- Assessing and implementing a more integrated and complex 'family of services' within Lindsay and throughout the City of Kawartha Lakes will require far more due diligence and increased staff accountability
- Co-ordinating the annual planning and budget process\*
- Co-ordination of transit travel training activities within the community
- Connectivity to transit service providers to destinations to the east (e.g. Peterborough), south and west through GO Transit to the GTA
- Ridership growth translates to more passenger incidents and liaison (i.e. telephone, e-mail)
- More communities served equates to the need for additional community outreach
- Addressing AODA issues
- Working with school boards to transport some students to and from school to reduce transit costs to municipalities
- Enhanced liaison through various social media mediums (e.g. Facebook and Twitter)
- Increased liaison with local businesses, social service agencies and academic institutions
- Transit-specific technologies will be playing a greater role
- Transit planning technical expertise will increasingly be relied upon



**Figure 35 - Annual Planning and Budget Process Flow Chart**

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- Expanding service will require more staff accountability
- Attendance at transit workshops to stay aware of industry best practices should be encouraged
- Provincial and Federal transit funding for small and rural communities is increasing and as such, a more dedicated transit staff member will be needed to assess opportunities for enhanced external funding (e.g. to expand bus stop infrastructure)
  - Seeking low-cost service alternatives to reduce costs is an ongoing requirement to minimize the impact to the City of Kawartha Lakes taxpayer

Recommendation: It is the view of the consultant team that an additional staff member dedicated to public transportation in the City of Kawartha Lakes will be needed within two years, providing council supports the proposed Transit Master Plan.

### 3.4.8 Bike Racks on Buses

Active transportation has been playing a significant role in the overall transportation choice across Canada. Since all transit customers are pedestrians, they benefit from walk distance guidelines as proposed in this report. One active transportation market that has not been accommodated are those that travel by bicycle, which was made clear through the community engagement process. Bike racks on buses have now become the norm for public transit systems (e.g. Barrie Transit and Bradford West Gwillimbury Transit have 100% of their buses so equipped).



Figure 36 - Bus with Bike Rack

Bike racks, which were requested by students, allow transit customers to bicycle to transit stops, mount their bicycle on one of two bike mounts then board the bus. At the end of a trip, the cyclist can then continue travel. Doing so expands the transit market potential and is a step towards a successful active transportation strategy that does not unduly burden the ability of buses to maintain schedules. With the advent of bike racks on buses, bike storage facilities could be made available at the downtown bus terminal and other key destinations and institutions.



Recommendation: A budget be created to start the installation of bike racks on all conventional buses

### 3.4.9 Development Growth

Much of transit expansion in Kawartha Lakes is directly related to urban and rural development. Transit expansion in Lindsay should initially be addressed through the LIMO Specialized Transit as it is the most flexible service and can be the indicator of need for conventional services. In recent years, single family and multifamily development has steadily grown the population of Lindsay. This growth is expected to accelerate with the expansion of the 407, completion of the northwest trunk service and in the inviting surroundings of Kawartha Lakes, transit must be ready to meet the need.

Rural transit, outside of Lindsay, will be dependent on community outreach and development. Fenelon Falls and Bobcaygeon have seen many recent developments with more planned. Transit should assess the viability of providing service to these urban areas outside of Lindsay to service resident's needs.

### 3.4.10 Summary of Transit Ridership Growth Strategies

Expanding service as recommended will better address existing needs of residents that have no choice. For residents of households that are fortunate to own a car or multiple cars – the largest transit market potential - the change from auto to transit will not occur overnight; it will take time. As a newly branded transit system becomes more visible, the hours of operation are expanded and more communities are served, a choice will emerge. Some households will not need that 2<sup>nd</sup> or 3<sup>rd</sup> auto and they may choose to reduce car ownership immediately or when a car needs replacement.

It is also worth noting that Kawartha Lakes is growing as a retirement location and as such, there will be increased demands on both LIMO and Lindsay Transit. The consultant project manager has engaged with numerous small municipalities where new residents made it very clear that they selected a retirement location based on not simply the amenities that are available but that the availability of public transit was equally important.



### **3.5 Public Transportation Service Alternatives**

Based on the community engagement process and policy framework developed, there are a number of transit route and service concepts that were considered for the City of Kawartha Lakes.

#### **3.5.1 Heavy-duty Conventional Transit Fixed-route Service**

Low-floor heavy-duty conventional buses are the norm in larger urban centres such as Peterborough, having a capacity to accommodate 40 or more seated passengers, 20 to 30 standees, and two wheelchair positions. Given the lower transit demand levels in Lindsay, heavy-duty conventional transit buses service cannot be justified at this time.

Recommendation: Not to be considered further for the next 5 to 10 years.

#### **3.5.2 Community Bus Fixed-Route Service**

A community bus typically, but not necessarily, is a small- to medium-sized vehicle that is easy to board and able to arrive close to locations that generate or attract a larger proportion of seniors, serving areas such as seniors' residences, shopping centres, recreation, social, and medical facilities. Service frequencies tend to be hourly or even every two hours, and buses usually operate at off-peak periods for larger urban centres. In smaller communities such as Lindsay those throughout the City of Kawartha Lakes, the community bus is provided as the all-day fixed-route service to accommodate the work and school trip in addition to service.

Recommendation: Community bus to continue to be used as scheduled fixed-route service in Lindsay.

#### **3.5.3 Specialized Transit**

Municipalities typically have what is referred to as specialized transit, which is demand-responsive and normally operates separately from regular fixed-route transit services (e.g. Lindsay Transit) to serve residents that are unable to use Lindsay Transit. Specialized transit customers must meet eligibility criteria established by Kawartha Lakes. Under the Accessibility for Ontarians Disability Act (AODA), the City of Kawartha Lakes must ensure its residents have access to specialized transit during the same hours and days of operation as Lindsay Transit. Specialized transit is currently provided outside of Lindsay by the Community Care; however, the eligibility criteria for

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Community Care does not meet AODA requirements as most of their fleet utilizes volunteer drivers in their personal vehicle.

When transit service is expanded to the rural communities of Kawartha Lakes, the cost per passenger will be high given the long distances that need to be travelled when travelling to access goods and services only available in Lindsay (e.g. medical, shopping, etc.). Given the LIMO fleet and Lindsay Transit fleet vehicles are similar, a non-eligible LIMO customer should be able to use LIMO services or vice versa. This strategy negates the need to send two buses to the same area at the same time.

A two-tier eligibility program could be implemented that gives priority to registered eligible LIMO customers while those that are ineligible would be able to book if seating is available.

Recommendation: To be considered in the future when transit service is expanded outside Lindsay or if a person that resides within Lindsay is not able to walk to a Lindsay Transit stop.

### 3.5.4 Fixed Flex-route Concept

A Fixed-flex route service combines some of the advantages of fixed route (predictable service, low cost per passenger) with those of door-to-door specialized transit services. A fixed-flex route bus would follow a normal scheduled route but have the ability to deviate off the route and return to the route within 5 minutes to continue their trip, if requested. The service; however, is not a replacement for all LIMO or Community Care customers since many will require the more personalized door-to-door customer service due to their unique limitations of mobility.

A fixed flex-route can be employed along both arterial and collector roads similar to other scheduled transit service. The vehicle can deviate from the established route to pick up and drop off individuals with limited mobility. Route deviations for pick-ups must be requested in advance, either through dispatch or by phoning the vehicle directly, if permitted. Deviations for drop-offs may be requested in advance, but can also be requested on-board and accommodated if the driver has sufficient time to do so.

Given the need to have a reliable schedule at stops and route-end points, it is necessary to set limits to both the number and the distance of deviations. In the case of travel within Lindsay; however, the fixed flex-route service is not an option at this time

since allowable route deviations of 5 minutes cannot be accommodated by the fixed-route community bus schedules.

Recommendation: To be considered when service is expanded to outlying communities within the City of Kawartha Lakes.

### 3.5.5 Fixed-route Shared-ride Taxi

Where demand is low, the taxi industry can be used to offer a low-cost option to fixed route transit service. Shared-ride taxis (accessible vans or small buses) can be used in conjunction with bus service until bus service is warranted. No dedicated dispatch service is required for this option. Since taxis would not offer a door-to-door service and are shared, the service is not viewed as competing with regular taxis.

The benefits are lower cost, extended reach for transit, and the ability to establish a regularly scheduled service over the longer term. Taxis would travel along a set route and schedule while customers would board at designated bus stops, similar to the fixed-route Lindsay Transit service.

Taxis could be used in a number of ways:

- Feeder services from outlying communities to link up with Lindsay Transit
- A fixed schedule or fixed flex-route schedule
- As a feeder service to employment areas not adequately served by public transit
- As a commuter feeder service to link residents with GO Transit (e.g. along Highway 35)
- Connections to VIA Rail (formerly Shining Waters Railway)

Contracted taxi service providers would be compensated based on a negotiated hourly rate. The City of Kawartha Lakes can undertake to offer a minimum revenue guarantee in the contract tender, if deemed necessary to secure good quality bids. As an example, taxi vans can provide daily off-peak service from 9am to 3pm two days per week, reaching areas currently not served. The schedules could be developed upon consultation with residents and adjusted, as required over time.

Recommendation: To be considered when service is expanded to outlying communities within the City of Kawartha Lakes, particularly on HWY #35 to HWY #115 and to VIA Rail.

### 3.5.6 Dial-a-Ride

Dial-a-Ride service is a demand-responsive curb-to-curb service whereby residents call into a dispatch centre or driver cell phone to request service. For regular trips (i.e. daily, weekly, etc.), service can be arranged on a reservation basis so that the customer is not required to book daily. Service can be completely in response to requests, or can be structured to operate on a frequency basis (e.g. every two hours) in a given area. In that case, the requester is given the next available time the vehicle can arrive to pick him or her up, and an approximate arrival time at their destination.

Similar to fixed-route shared-ride taxis, dial-a-ride service is generally used in place of bus service in areas where population is sparse and demand for service is low. The need to request each trip and wait for the next available time can make it less convenient for the customer; however, this is offset by the convenience of door-to-door service, especially important during inclement weather.

Recommendation: To be considered when service is expanded to outlying communities within the City of Kawartha Lakes.

### 3.5.7 Summary of Service Delivery Options

There are several service delivery options that are available to residents throughout the City of Kawartha Lakes. Each has its benefits and cost structure. Service options that are considered viable over the next five years and beyond are:

- Enhancements to the existing Lindsay Transit community bus service
- LIMO specialized transit
- Fixed flex-route transit
- Fixed-route shared ride taxi outside of Lindsay
- Dial-a-Ride to rural communities

Moving forward, as service is expanded and the transit market evolves, it will be important for City staff to undertake its due diligence and feasibility studies by working with the community to match a low-cost service delivery type with the demand.

## **4. Phase III: 2018-2027 Transit Service Plan**

The community engagement process revealed a number of transit service improvement priorities to be considered for the short-term within Lindsay and in the longer term to the rural communities outside of Lindsay.

The City of Kawartha Lakes Transit Master Plan is structured to address the former Town of Lindsay requirements for fixed-route transit service during the 2018-2022 five-year period. The outlying communities within the City of Kawartha Lakes are proposed to have transit service provided commencing in 2023.

The Transit Service Plan is provided in four sub-sections:

- Proposed 2018-2022 Lindsay Transit Service Plan
- Proposed 2023-2027 Lindsay Transit Service Plan
- Proposed 2023-2027 Rural Transit Service Plan
- Dedicated Provincial Gas Tax
- Summary of 2018-2027 Public Transportation Service Plan

### **4.1 Proposed 2018-2023 Route and Service Plan**

Transit Consulting Network and City staff have developed the route and service design options that were guided by the following principles for the first five years:

- Improved service coverage
- Limited impact on existing bus stops and route design
- Ease of understanding/ comprehension
- Timed bus transfers at the downtown terminal and Lindsay Square Mall
- Ability to expand to newer developments over the next five years
- Reliable schedules
- Expanded hours and days of operation

The 2018-2023 Transit service plan is presented in two parts:

- Immediate (2018) – route modifications with no increase in service hours
- Short-term (2019-2023) – added route, annually increase in service hours

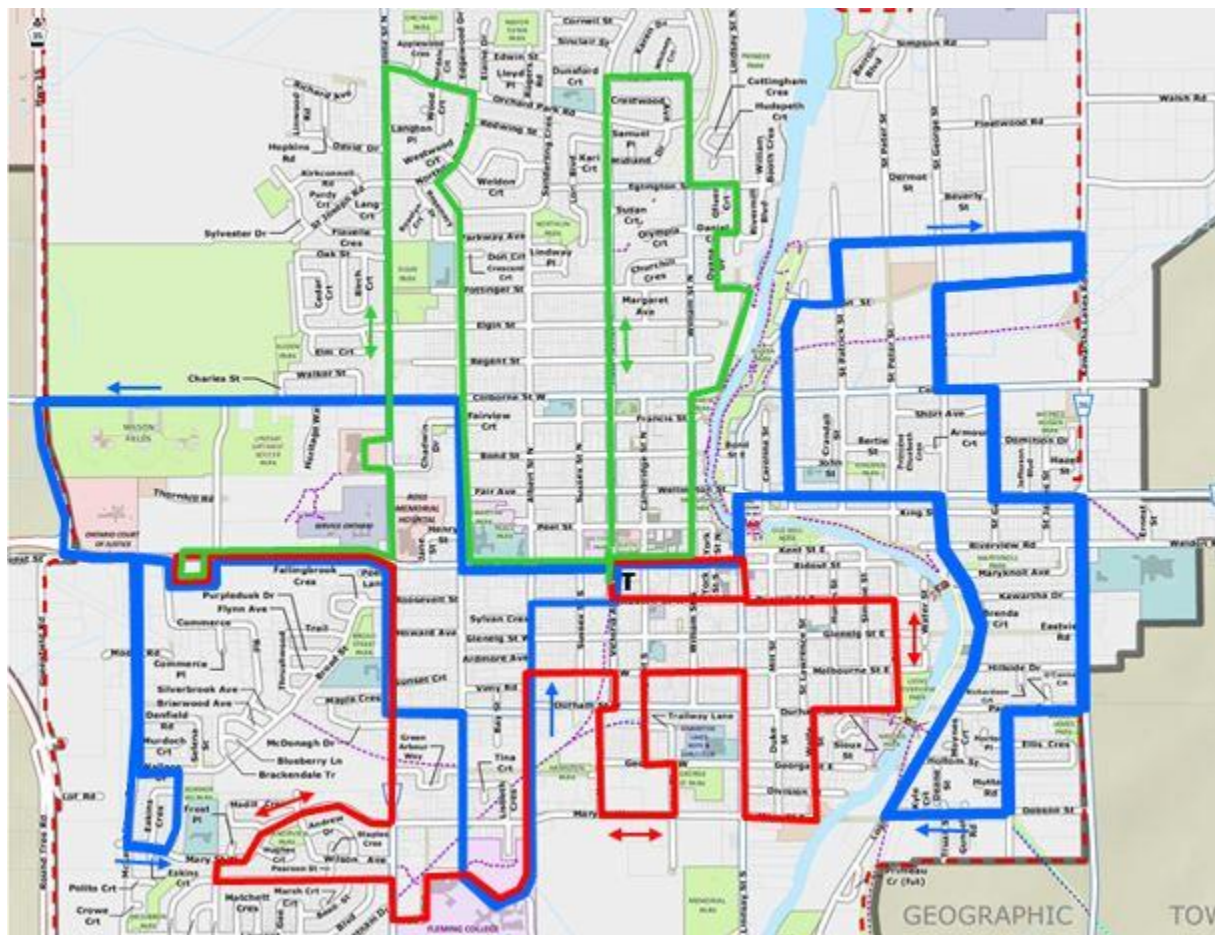
# City of Kawartha Lakes 2018 Lindsay Transit Master Plan

## 4.1.1 Proposed Three-route Plan (2018)

The three-route plan builds on the existing blue, red and green routes with slight modifications needed to:

- Streamline the service for improved schedule adherence
- Expand service to the Dobson Street area in the south-east area of Lindsay
- Accommodate timed transfers at the downtown terminal
- Expand LIMO to Country Estates, Springdale Gardens, Jennings Creek, Ravines of Lindsay and South East Lindsay to accommodate development growth

Figure 37 – Proposed Three-route Plan (2018) Map





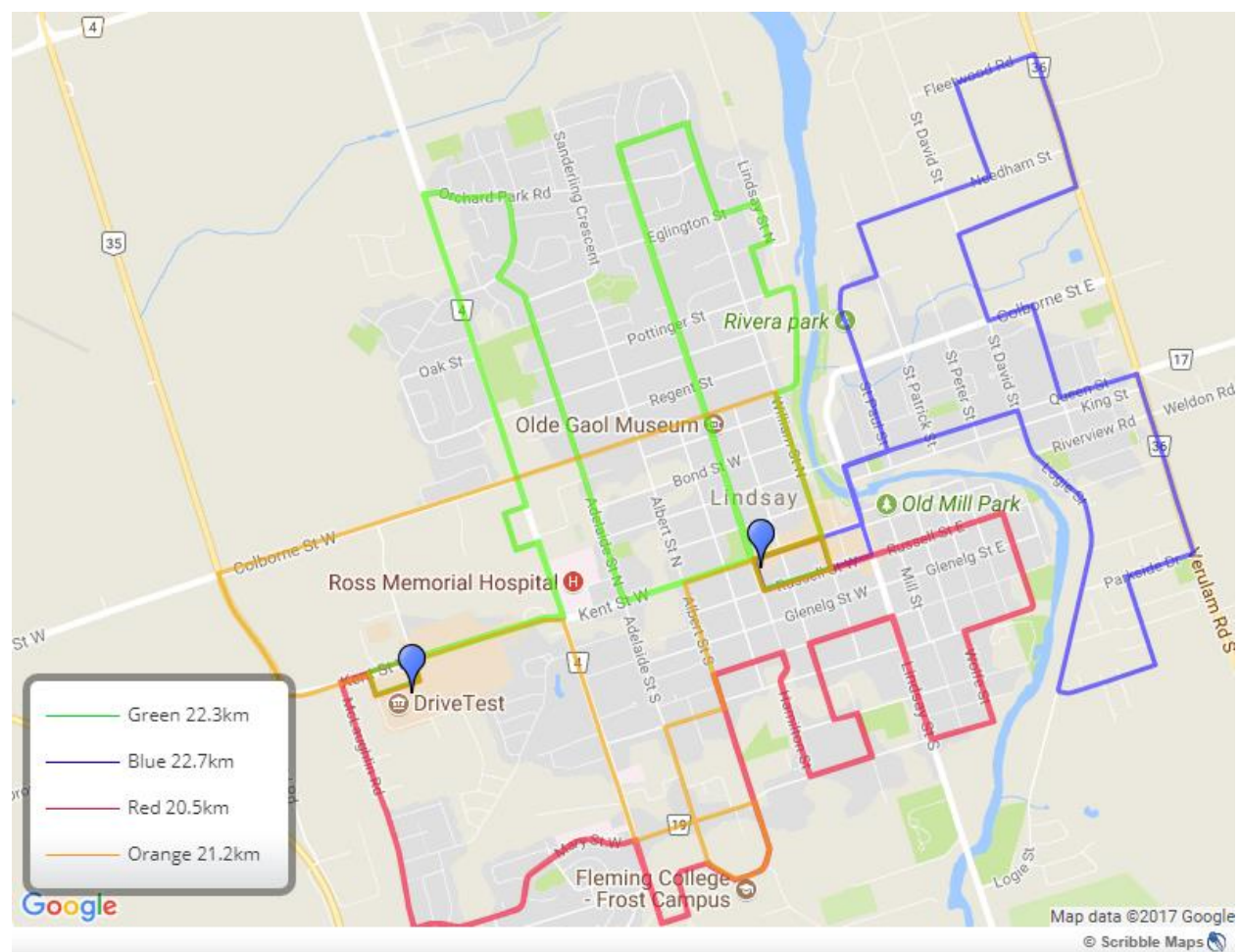
## City of Kawartha Lakes 2018 Lindsay Transit Master Plan

### 4.1.2 Proposed 2019-2023 Four-route Plan

The proposed four-route plan provides for a fourth route (Orange Route) that is:

- Sufficiently flexible to accommodate service expansion to the new commercial (e.g. Walmart) and newer residential areas in the north-west area of Lindsay
- Additional Blue Route expansion of service to the north-east area of Lindsay (e.g. Fleetwood Road)
- Dividing Lindsay into four easily understood route quadrants with two meeting hubs

**Figure 38 - Proposed Four-route plan map**



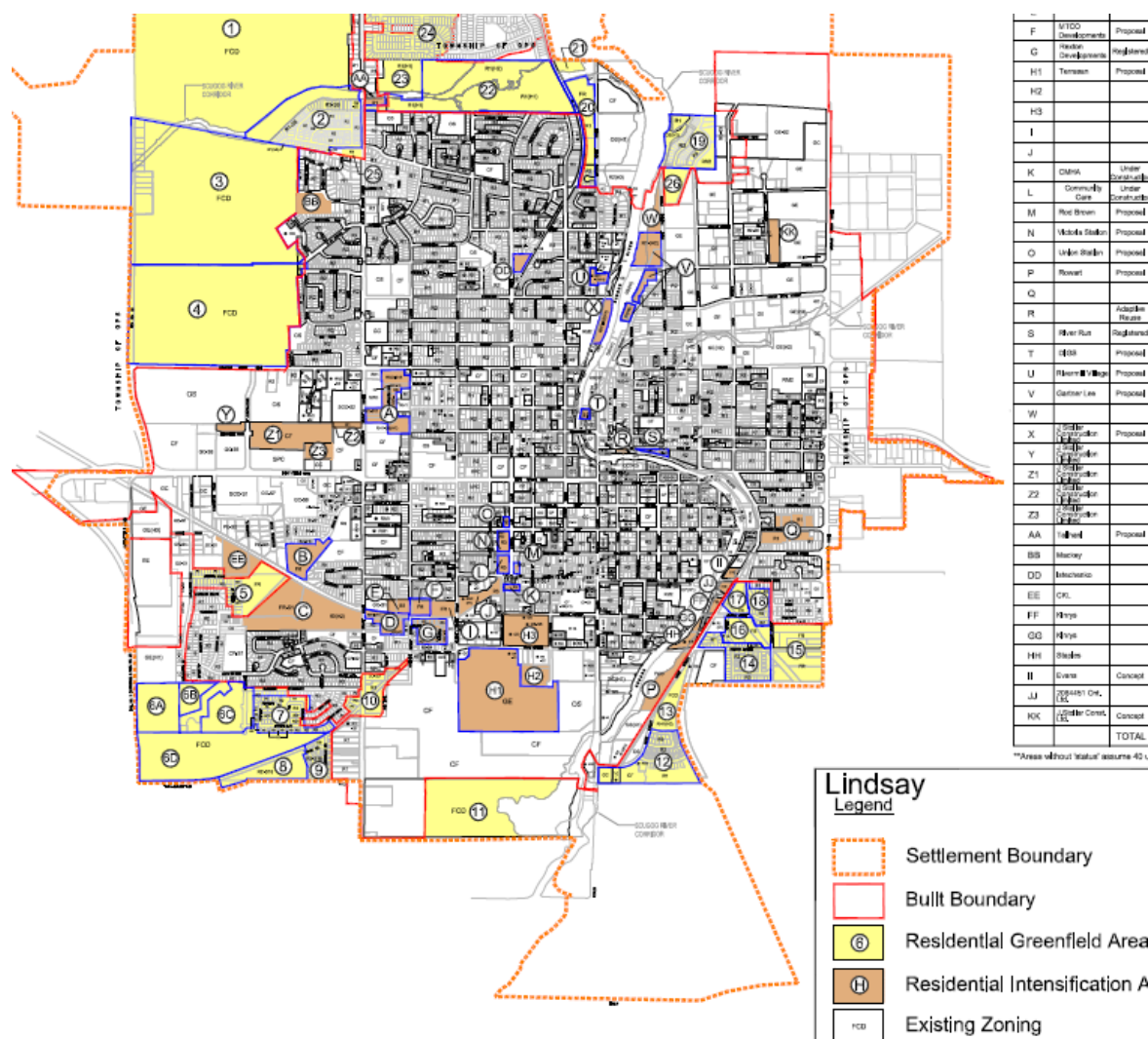
# City of Kawartha Lakes 2018 Lindsay Transit Master Plan

## 4.1.3 Growth Management Plan

The City of Kawartha Lakes Growth Management Study provided a number of Community Vision statements and also provided direction relating to infrastructure and servicing, as follows:

“2. Encourage urban development to locate where servicing costs are minimized and use is maximized. Avoid premature service and utility extensions and locate development where municipal services exist or where they can be logically and economically extended.”

Figure 39 - Urban Settlement Area





## City of Kawartha Lakes 2018 Lindsay Transit Master Plan

The proposed Lindsay Transit service plan ultimately provides for four routes that can be modified and extended to accommodate service expansion into newly developed areas by applying service design guidelines relative to coverage and route design. The proposed four-route concept effectively addresses recent growth in urban areas, customers' needs and effective service scheduling.

### 4.1.4 Summary of 2018-2022 Lindsay Transit Service Plan

Lindsay Transit currently provides 15,027 revenue hours of service on three routes. It is proposed to increase the number of service hours by 2022 to 23,900 hours per year, which represents an increase of 60%. This growth related route expansion project would include transit to new and existing developments.

Lindsay Transit service standards are to meet the following criteria within five years:

**Service Area:** 95% of households in the Lindsay Transit service area are to be served within a 450-metre walk of a bus stop

#### **Span of Service:**

Weekdays

- 0700hrs – 1900hrs: 60-minute frequency
- 0700hrs – 2300hrs: 60-minute frequency

Saturdays

- Span of Service: 0700hrs – 1900hrs
- Frequency of Service: 60 minutes

Sundays

- Span of Service: 1000hrs – 1600hrs
- Frequency of Service: 60 minutes

A summary of each year (2018-2022) is provided as follows:

#### **2018**

Description: Modify existing three-route system

Impact on annual revenue hours of service: None

Comments:

## City of Kawartha Lakes 2018 Lindsay Transit Master Plan

- Green Route inter-linked with Red Route
- Extends reach of transit
- Few existing bus stops impacted
- LIMO to provide service to Springfield Gardens, LEX, and County Estates

Impact on annual revenue hours of service: none

### **2019 and 2020**

Description: Add Sunday service to all three routes (1000hrs – 1600hrs)

Impact on annual revenue hours of service: 1248 hours

LIMO Specialized Transit to new developments within Lindsay boundaries

### **2021 and 2022**

Description: Modify routes adding service to 2300 hours and add Orange Route bus with same level of service as all routes

Impact on annual revenue hours of service for 2021: 3,936 hours

Impact on annual revenue hours of service for 2022: 4,000 hours

### **Summary of 2018-2022 Transit Service Improvements**

Year	Description	Additional Annual Revenue Hours	Annual Operating Cost (\$70 per hour)	Annual Additional Revenue	Annual Net Cost
2018	Modify Routes	No added service hours	Nominal (added bus stops)	NA	NA
2019	Add Sunday service (1000 -1600 hours)	936 Transit + 312 LIMO	\$87,400	\$11,000	\$76,400
2020	No change				
2021	Add Orange Route (Monday – Sunday)	3,936	\$275,500	\$41,700	\$233,800
2022	Add weekday evening service to 2300 hrs.	4,000	\$280,000	\$42,400	\$237,600
Total	Lindsay Transit + LIMO	9,184	\$642,900	\$95,100	\$547,800

## City of Kawartha Lakes 2018 Lindsay Transit Master Plan

Note (\*) Based on 6.29 revenue passengers per hour at \$1.68 average fare reported in 2016 Urban Transit Statistics to MTO for gas tax purposes

Lindsay Transit currently provides 15,027 revenue hours or 0.74 hours per capita served in Lindsay. When service increases to 23,900 hours per year by 2022 (excludes 312 hours for additional LIMO Sunday service), there will be approximately 1.2 service hours per capita based on the current population service area; this should be maintained for subsequent years to ensure that service increases keep pace with anticipated population growth.

### **4.2 Proposed 2023-2027 Lindsay Transit and LIMO Service Plan**

The consultant and transit staff study team developed a preliminary service strategy that would commence expansion of transit service to the outlying communities and rural areas of Kawartha Lakes to complement Lindsay Transit and LIMO. It should be noted that the dedicated gas tax funding is proposed to increase from 2 (two) cents to 4 (four) cents per litre by 2021-2022. The enhanced funding, if approved in 2018, could result in the proposed 2023-2027 service expansion being implemented sooner.

#### **4.2.1 Proposed 2023-2027 Lindsay Transit and LIMO Service Plan**

The 2023-2027 route and service design plan proposed for Lindsay Transit and LIMO based on development growth within Lindsay and routing that would link Bobcaygeon and Fenelon Falls to Lindsay as well as introducing specialized transit to the outlying communities.

The transit service plan provides for additional service delivery options. Many locations outside Lindsay need to be considered when transit planning activities take place. It is difficult to accurately predict what will happen in 5 (five) to 10 (ten) years and as such, a transit service review should be undertaken in 2022 to ensure that community consultations can take place in time for implementation.

### **2023**

Description:

- Investigate feasibility of a fixed flex-route community bus service from Bobcaygeon to Lindsay via Fenelon Falls

## City of Kawartha Lakes 2018 Lindsay Transit Master Plan

- To serve both LIMO and regular transit customers
- Weekdays 3 trips per day (am, mid-day, pm) Monday, Wednesday, Friday
- One bus, 6 hours per day, 156 days per year, 936 hours per year
- \$65,500 per year at \$70/ hour cost
- Investigate the feasibility of a fixed flex-route community bus service operating from Lindsay to Go Bus stop at HWY #35 and 115 using a contracted accessible taxi van/ small bus. This bus could also provide service to the Shining Waters Railway that is scheduled to run between Havelock and Toronto

### **2024**

#### Description:

- Investigate the feasibility of a full weekday fixed flex-route community bus service from Bobcaygeon to Lindsay via Fenelon Falls
  - Add Tuesday and Thursday service 3 trips per day (full weekday)
  - One bus, 6 hours per day, additional 104 weekdays, 624 hours per year
  - \$43,700 per year at \$70/ hour cost;
  - Premium fare to apply

### **2025**

#### Description:

- Effective 2025 add 2 trips per weekday (one morning, one afternoon) to fixed flex-route community bus service from Bobcaygeon to Lindsay via Fenelon Falls
  - One bus, 4 hours per weekday, 250 weekdays, 1,000 hours per year
  - \$70,000 per year cost

### **2026**

#### Description:

- Add weekday fixed flex-route community bus service operating from Lindsay to Go Bus stop at HWY #35 and 115 using a contracted accessible taxi van/ small bus:
  - Assumes 4 hours per weekday (1,000 hours annually)
  - Contracted cost of \$50 per hour (\$50,000 per year)
  - Assumes 6 passengers per hour

## City of Kawartha Lakes 2018 Lindsay Transit Master Plan

### Summary of 2023-2027 Transit Service Improvements

Year	Description	Additional Annual Revenue Hours	Annual Operating Cost (\$70 per hour)	Annual Additional Revenue*	Annual Net Cost
2023	3 roundtrips per day from Bobcaygeon to Lindsay, 3 days a week	936	\$65,500	\$15,000	\$50,000
2024	Increase service between Bobcaygeon and Lindsay to 5 days	624	\$43,700	\$10,000	\$33,700
2025	Add 2 trips per weekday between Bobcaygeon and Lindsay	1,000	\$70,000	\$16,000	\$54,000
2026	Weekday Commuter service from Lindsay to GO bus stop at HWY 35/115	1,000	\$50,000	\$16,000	\$34,000
2027	No change				
Total		3,560	\$229,200	\$57,000	\$172,200

Note (\*) Based on 4 revenue passengers per hour at \$4 average fare assumptions

The 2023-2027 Transit service plan will result in adding 3,560 hours of service by 2025, which is an increase of 15% over the total 23,900 revenue hours estimated for Lindsay Transit in 2022. The fixed flex-route community bus service proposed to commence in 2023 may be supplemented by specialized transit service.

The proposed 2018-2027 transit service plan will increase the amount of service on an annualized basis from 15,027 revenue hours of service to 27,459 revenue hours – an increase of 83%. It should be noted that this does not include any additional hours for LIMO service outside of Lindsay, since it is assumed the proposed Fixed Flex-route service is adequate to meet registrant needs that cannot be accommodated by volunteer agencies.

### 4.2.2 Summary of 2018-2027 Transit Service Plan

The City of Kawartha Lakes Transit Master Plan builds on the successful performance growth of both Lindsay Transit and LIMO over the last five years. Both the relative amount of service and the investment in transit on a per capita basis currently exceeds its peer group. The Transit Master Plan is designed to take the City to the next level - to expand the reach of transit within Kawartha Lakes and to meet the needs of an aging population that wants to 'age in place'. The demand for accessible public transportation both within the Lindsay urban area and to adjacent and remote areas outside of Lindsay will continue to grow.

The transit service increases were designed to reflect the key priorities of a variety of stakeholders, including businesses. What is unique with the services offered today is that both the Lindsay Transit and LIMO fleet and staff are fully integrated and cross-trained. This provides economies of scale and supports the 'family of transit services' approach to service delivery.

The proposed recommendations provide a blueprint for the City of Kawartha Lakes to follow for the next five years and beyond. By generating transit conversations through the use of evidence-based data, the residents of Kawartha Lakes will be properly served. The timing of the improvements; however, are subject to change depending upon budget constraints, the timing of new residential and commercial development, and the availability of enhanced external funding such as the federal Public Transit Infrastructure Fund and the dedicated Provincial gas tax.

### 4.2.3 Dedicated Provincial Gas Tax

For every litre of gasoline sold, Ontario currently provides two cents to municipalities to help fund local public transit improvements. For the 2016 operating year, the City of Kawartha Lakes applied to receive \$630,508 while the City's contribution would be \$659,735. On January 27, 2017 the Province of Ontario announced that beginning in 2019, Ontario is proposed to gradually double the municipal share of gas tax funds to a total of \$0.04 per litre by 2021-22 as follows:

- 2.5 cents for 2018-2019
- 3.0 cents for 2019-2020
- 3.5 cents for 2020-2021
- 4.0 cents for 2021-2022

## **City of Kawartha Lakes 2018 Lindsay Transit Master Plan**

In 2016, 99 municipalities received a share of a dedicated transit tax collected by the Province, which is determined by a formula of 70% ridership and 30% cent population. In this regard, if the number of municipalities receiving the dedicated gas tax remains constant, maintain their existing ridership levels and population, the doubling of the gas tax could also double the gas tax received by City of Kawartha Lakes. In this regard, the City could receive up to approximately \$1.26 million.

Since the funding proposed is not confirmed, the study team elected not to apply the proposed increases to the budget; however, City staff would take this into consideration should it be passed in 2018.

Going forward, since the gas tax allocation among municipalities is heavier on transit ridership growth (i.e. 70%) than population (30%), transit ridership growth strategies take on a more important role. If transit system effectiveness (revenue passengers per capita) improves better than the provincial average, the City will benefit in two ways:

- Increased passenger revenues
- Increased gas tax revenue attributed to transit ridership gains

Another factor that comes into play is the amount of gasoline sold. Ironically, if more gasoline is sold, this adds to the carbon footprint; however, more gas tax revenues will be collected by the Province of Ontario and as such, Ontario transit systems will benefit further.

### **4.2.4 Grant Availability**

The Federal and Provincial governments have recognized the importance of transit to municipalities and residents. As such, these levels of governments are investing more in public transit. Lindsay Transit should be encouraged to apply for and invest in the granting process. This could accelerate, accommodate or augment many of the existing and newly proposed services provided at a reduced rate, benefiting all residents.

### **4.2.5 Transit Organization**

In order to support the short- and long-term Lindsay Transit and LIMO service plans, the City of Kawartha Lakes will need to be prepared with the appropriate staffing plan to ensure resident needs are being addressed and transit staff have the resources and tools to effect change and be accountable to Council.

### **4.2.5.1 Technical and Marketing Support**

As mentioned in the Transit Ridership Growth Plan, there is a need for a Community Liaison staff person to perform technical and marketing support to effect the necessary change. A budget of \$100,000 is proposed for a full-time staff member to provide technical, planning, data analysis and marketing support to initiate and support the various transit ridership growth initiatives. From the observations of Transit Consulting Network, there is insufficient staffing in place, today.

The staff hiring should take place in 2019- 2020, which is in advance of the implementation of the fourth route.

### **4.2.5.2 Bus Operators**

As service expands, it is recommended that one full-time equivalent bus operator (FTE) be hired for every 2,080 hours of service per year. The bus operator costs are reflected in the cost for the service. Based on the proposed service plan, the hiring is recommended as follows:

2019: 0.5 FTE bus operators

2021: 2.0 FTE bus operators

2022: 2.0 FTE bus operators

2023: 0.5 FTE bus operators

2024: 0.5 FTE bus operators

2025: 0.5 FTE bus operators

Total: 6.0 FTE bus operators

To provide transit management with the flexibility needed to operate a growing transit system cost-effectively to accommodate shorter peak period service in some cases, cover for vacations and sick leave, etc. It is recommended that management develop a framework with the union to reach a desirable split between full-time and part-time staff.

Fortunately, Lindsay Transit and LIMO operators are trained for both services.



**4.2.5.3 Licensed Mechanics**

It is recommended that Lindsay Transit hire one additional licensed mechanic in mid-2020 to accommodate the proposed service expansion. No additional budget needs to be added since the variable costs are included in the transit service plan and service is provided by the Fleet Services division.

## **5. Transit Asset Management Plan**

To support the implementation of the 2018-2027 Lindsay Transit and LIMO service plan, the, a number of capital investments are required. In this regard, the City of Kawartha Lakes could consider the capital identified as potential growth-related investments as candidates for local development charges.

### **5.1.1 Smart Card Technology (2020)**

In 2020-2021, it is proposed to equip all Lindsay Transit and LIMO buses with a smart card reader, transfer printer and bus operator console that would be linked with the existing fare boxes. Over time, only cash fares and smart card should be accepted for payment. The system should also be able to accept mobility payments through smart phones.

Estimated equipment and customized reports: capital cost: \$8,000 per bus X 11 buses = \$88,000. Estimated annual support costs: \$200 per bus per year = \$2,200.

### **5.1.2 Transit Operations Centre**

Best practices indicate that all transit operation functions should be located under one roof. This location could be either at 89 St. David Street (preferred) or at 2094 Little Britain Rd. and should be implemented as soon as reasonably possible. This centralized location would realize efficiencies by having mechanics, drivers and staff in one spot. Communication, equipment repairs and cost savings will be realized.

Currently, many hours a year are spent in the transportation of equipment in need of repair or maintenance from one location to another. Further, another 40-50 times a year a mechanic is required to attend to start or repair equipment before it can go into service for public use. Having one location for all services will improve service reliability and mitigate rising costs.

### **5.1.3 Fleet Replacement and Expansion Plan**

The 11-bus Transit and LIMO fleet is allocated as follows:

- 2 undergoing preventative maintenance and other repairs
- 1 bus allocated as an operating spare (a mandatory requirement to maintain service in case of in-service breakdowns)
- 3 buses utilized for conventional service (1 red, 1 blue and 1 green)
- 1 bus set aside for charter services

## City of Kawartha Lakes 2018 Lindsay Transit Master Plan

- 4 buses allocated to LIMO service (up to 3 in-service plus one spare)

The model year and 10-year replacement schedule for the existing 11-bus Transit and LIMO fleet is summarized below:

<b>Bus No.</b>	<b>Year</b>	<b>Model</b>	<b>Replacement Year</b>
<b>E13</b>	2006	International	2017
<b>E14</b>	2009	International	2019
<b>E15</b>	2010	International	2020
<b>E16</b>	2012	Ford	2021
<b>E17</b>	2012	Ford	2022
<b>E18</b>	2012	Ford	2023
<b>E19</b>	2014	Ford	2024
<b>E20</b>	2016	Ford	2026
<b>E21</b>	2017	Ford	2027
<b>E22</b>	2017	Ford	2027
<b>E23</b>	2017	Ford	2027

Based on the 2018-2027 Transit Service Plan, the following Transit fleet expansion will be required:

- One bus in 2018 to accommodate the fourth Lindsay Transit route
- One bus in 2019 to provide for an additional spare vehicle
- One bus in 2024 to accommodate service to Bobcaygeon

In the case of LIMO service, the City should budget for one additional vehicle in 2024 to accommodate service outside the Town of Lindsay, subject to other alternatives being available such as the proposed fixed flex-route service, contracted taxi or other agencies serving residents that would qualify for LIMO service.

It is suggested that the scheduled fleet replacement and expansion plan, which is based on a 10-year vehicle life cycle, be modified to even out the annual fleet purchases.

### 5.1.4 Bus Stop Infrastructure (2018-2027)

The bus stop infrastructure is proposed to be enhanced to support branding initiatives and improvements to passenger comfort.

During the first five years (2018-2022) \$20,000 per year should be allocated to bus stop signage, landing area improvements, including enhancement of accessibility. A nominal amount of \$15,000 per year thereafter should be allocated for improvements.

As service is expanded into new residential and commercial developments, bus stop infrastructure will be required. For budgeting purposes, there will need to be a requirement for bus stops in new developments that are spaced at an average of every 250-300 metres on both sides of future bus travel ways. For every 1.0 km of bus route, the City should budget for up to 8 bus stops with landing pads and two shelters.

For budgeting purposes, the flowing unit costs have been estimated for the supply and installation of various bus stop area components:

- \$300 Bus stop post and sign
- \$300 Bench
- \$1,000 Concrete bus pad (12-metre length)
- \$6,500 4 ft. X 8 ft. standard shelter

### 5.1.5 Bike Racks

Bike racks have proven popular across Canada, providing transit customers with the ability to ride to a bus stop when going to complete their trip by bus and eliminate the walk when returning home. This accommodates the 'first mile-last mile' travel, making transit more convenient.

It is proposed that bike racks be included on future bus purchases, while the existing 11 buses be equipped in 2019 at an estimated total cost of \$20,000.

### 5.1.6 Future Off-street Transit Hub

As service is expanded, transit ridership will also increase accordingly. The current radial route network will continue to be the route network design for the next 10 years and beyond. It is ideal to have an off-street transit terminal that should meet Lindsay Transit and LIMO bus needs for the next 25 years and beyond.

A new bus terminal would ensure that passengers:

- Do not have to cross a street to transfer
- Have a comfortable and climate controlled waiting area

## City of Kawartha Lakes 2018 Lindsay Transit Master Plan

- Have access to public washroom facilities
- Have a short walk to destinations within the downtown

Ideally, a future downtown bus terminal/ mobility hub would be able to house inter-city bus services, taxis, and provide for bike storage. Best practices dictate that downtown bus terminals should be located in close proximity to high density and mixed-use transit-oriented development.

Although addressing an off-street transit terminal is out of the scope of this study, it is something the City could consider now in terms of locating a bus terminal. In this regard, it is suggested that a bus terminal be sufficient to accommodate six Lindsay Transit buses, one LIMO transit bus, one inter-city bus, a taxi stand and short-term parking.

An off-street transit hub with attached parking could offer commuter parking for those taking transit and provide a space for commercial and retail opportunities. As Lindsay grows, this need could be addressed through consultation with LDBIA and City staff.

During the interim it is suggested that the downtown terminal provide a large heated shelter for transit customers at a cost that would range from \$30,000 to \$50,000 to accommodate needs today. The shelter could be disassembled and relocated at a future date, if required.

Since no costs were identified, \$40,000 was allocated for a terminal location and functional design study.

### **5.1.7 Summary of 2018-2027 Transit Asset Management Plan**

The Transit Asset Management Plan was developed to support the 2018-2027 Transit Service Plan

The 2018 – 2027 capital budget consists of \$2,470,000 for fleet replacement and expansion and \$577,000 in other infrastructure summarized below.

## City of Kawartha Lakes 2018 Lindsay Transit Master Plan

### City of Kawartha Lakes 2018-2027 Capital Budget

Budget Item	2018	2019	2020	2021	2022
Vehicle for Expansion Service	\$190,000	\$190,000			
Vehicle Replacement				\$380,000	\$570,000
Integrated Smart Card Fare Collection System			\$88,000		
Bike Racks on buses (11)		\$22,000			
Bus stop infrastructure	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Terminal Location and Functional Design Study	\$40,000			TBD	
DowntownHeated Bus Shelter	\$40,000				
Operations Centre				TBD	
<b>Total</b>	<b>\$290,000</b>	<b>\$232,000</b>	<b>\$108,000</b>	<b>\$400,000</b>	<b>\$590,000</b>

Budget Item	2023	2024	2025	2026	2027	Total 2018-2027
Vehicle for Expansion Service		\$190,000				\$570,000
Vehicle Replacement		\$190,000		\$190,000	\$570,000	\$1,900,000
Integrated Smart Card Fare Collection System	\$130,000					\$218,000
Bike Racks on buses (11)	\$22,000					\$44,000
Bus stop infrastructure	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$175,000
Terminal Location and Functional Design Study						\$40,000
DowntownHeated Bus Shelter						\$40,000
Operations Centre						\$0
<b>Total</b>	<b>\$167,000</b>	<b>\$395,000</b>	<b>\$15,000</b>	<b>\$205,000</b>	<b>\$585,000</b>	<b>\$2,987,000</b>

## **6. Transit Master Plan Recommendation**

The Transit Master Plan builds on past successes of Lindsay Transit and LIMO service and incorporates best practices that have evolved over the years throughout Ontario and Canada. The transit market has changed and as such, City of Kawartha Lakes transit staff have undertaken due diligence in taking Lindsay Transit and LIMO service to the next level.

The extensive community engagement process provided the study team with the information needed to prioritize transit service improvements and investments. The first five years of the plan focus on the current Lindsay Transit service area while the next five years addresses expansion of Lindsay Transit and LIMO to the outlying communities such as Bobcaygeon and Fenelon Falls.

The transit improvements have been laid out over the 2018-2017 period; however, this is to be viewed as a guide only since the existing dedicated transit gas tax may double to 4 cents per litre, which will be confirmed in 2018. Regardless, the Transit Master Plan is to be used as a blueprint to adapt to the growth and population demographics that are occurring.

In conclusion, it is recommended that:

“The City of Kawartha Lakes approve, in principle, the recommendations within the City of Kawartha Lakes 2018 Transit Master Plan report.”

# **The Corporation of the City of Kawartha Lakes**

## **Council Report**

**Report Number RS2018-005**

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**Date:** February 13, 2018

**Time:** 2:00 p.m.

**Place:** Council Chambers

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**Ward Community Identifier: All**

**Subject: Proposed Amendments to Realty Services Policies and Procedures – Proposed Amendments to By-law 2010-118 & Policy 032-CAO-005**

**Author Name and Title: Robyn Carlson, City Solicitor and Acting Manager of Realty Services**

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### **Recommendations:**

**That** Report 2018-005, **Proposed Amendments to Realty Services Policies and Procedures – Proposed Amendments to By-law 2010-118 & Policy 032-CAO-005**, be received;

**That** By-law 2010-118, “A By-law to Regulate the Acquisition and Disposition of Municipal Real Property in and for the Corporation of the City of Kawartha Lakes”, as amended in accordance with Appendix “A” to Report 2018-005, be approved;

**That** the policy entitled “Disposal of Real Property Policy”, attached as Appendix “E” to Report 2018-005, be adopted and numbered for inclusion into the City’s Policy Manual, replacing Policy C-204-DEV-001;

**That** the policy entitled “Land Management”, attached as Appendix “G” to Report 2018-005, be adopted and numbered for inclusion into the City’s Policy Manual, replacing Policy 032-CAO-005;

**That** By-law 2016-009, “A By-law to Provide Authority for the Execution of Certain Documents and Affix the Corporate Seal on Behalf of the City of Kawartha Lakes”, as amended to date, be further amended to remove the words “of City Property” from the heading to section 5.03;

**Department Head:**\_\_\_\_\_

**Financial/Legal/HR/Other:**\_\_\_\_\_

**Chief Administrative Officer:**\_\_\_\_\_



**That** amending by-laws be advanced to Council for adoption, accordingly; and

**That** Policy C-195-ED-004, "Lease of City Owned Agricultural Land", attached as Appendix "H" to Report 2018-005, be repealed.

## **Background:**

The existing policy framework for the management of real property owned by the City is outdated and incomplete. Moreover, recent enhancements to increase transparency and revenue in the real estate transaction process have been identified and implemented by Realty Services. The purpose of this Report is to update the existing by-laws and policies respecting the management of real property, being: *Sale of Land By-law 2010-118*; *C-204-DEV-001, Land Management Policy 032-CAO-005* and *Signing Authority By-law 2016-009*.

## **Rationale:**

### *Proposed Amendments to By-law 2010-118*

This by-law purported to cover the granting of easements over City property, however, the inclusion of the majority of easements given (to utility companies) was exempted from the requirement to appraise and sell at fair market value.

By removing the granting of easements, the entering into an encroachment agreement, the granting of licenses (non-exclusive use), the granting of consents to utility companies to use municipal rights of way, and the granting of franchises for the occupation of municipal rights of way, all from the definition of “disposition”, this definition is in line with the remainder of the by-law, which does not in any way set out policy or procedure with any of these things, but only regulates the sale of land (and long term leases, greater than 21 years).

With the exception of the definition, there is literally no other guidance for how easements are to be granted, how licenses are to be granted, when and how consents for utilities are to be granted. Accordingly, it appears that the definition included is overbroad for the existing purpose of the by-law, and is thus recommended to be scoped.

Schedule D is revised to clarify that inquiries about purchasing property that has not yet been declared surplus will require a fee of \$125.00 be payable upon request, to pay for Staff time in investigating whether or not the property is surplus and should be sold. However, property already declared surplus is expressly excluded from this fee requirement, so that if a property is listed for sale, inquiries about that property do not require fee payment. This change is to encourage sale.

Schedule D is further amended to clarify that \$15.00/linear foot will be charged for all interior road allowances (that is, not shoreline road allowances). Previously, Realty Services had been not charging for road allowances, recovering expenses associated with the sale only. Expenses will still be recovered, but a linear foot (based on a 66 foot width, to provide guidance for cases where half the width of the road allowance is being transferred to the party

on either side). Similar amendments for shoreline road allowances will be helpful in providing fairness where shoreline road allowances do not follow a 66 foot width.

The presentation by Realty Services to Council on November 21, 2017 set out a methodology for assessing the value of road allowances based on per square footage of adjacent property with which the property is to merge. A copy of that presentation is attached at Appendix B. Using that methodology and applying it to the last four transfers of interior road allowances, the price that would result is set out in Appendix C (second to last column from the left hand side of the page).

When considering these figures in light of the linear footage price for shoreline road allowance, it is now recommended instead that a set cost of \$15.00/linear foot be charged for a 66 foot width. Where two properties are splitting the road allowance between them, this amount is reduced to \$7.50/linear foot. Refer to the last column on the left hand side of the page in Appendix C for the costs that would result using this methodology.

Shoreline road allowances will still be priced at \$20.00/linear foot, but for rivers/creeks only and based on an average 66 foot width, to provide fairness where the width is not 66 feet. For shoreline road allowances adjacent to lakes, the linear foot pricing is increased to \$23.00/linear foot (again, based on an average width of 66 feet).

This increases pricing slightly and in line with fair market value as established by our municipal comparators (see page 5 of Appendix B for internal road allowances and page 7 of Appendix B for shoreline road allowances, which gives an average of \$23.20/linear foot and a mean of \$25.00/linear foot).

For landlocked lot additions, the current price set in By-law 2010-118 is \$1,500.00 per acre for farm properties, or \$1.00 per square foot otherwise, plus full cost recovery.

The comparables indicate that the common practice is to obtain an appraisal:

<b>Landlocked Properties</b>	
<b>Location</b>	<b>Compensation Policy</b>
Sudbury	Appraisal
Durham	Appraisal
Cavan Monaghan	Appraisal
Windsor	Market Value
Mississauga	Manager discretion
Ottawa	Fair Market Value
Amherstburg	Fair Market Value
Renfrew	Appraisal

<b>Landlocked Properties</b>	
Milton	Fair Market Value
Peterborough	Appraisal, unless prescribed class
Minden Hills	Appraisal

No amendment to the price for land locked lot additions is recommended at this time.

The default manner of sale for developable properties as currently set out in By-law 2010-118 is by direct sale at appraised value. By amending section 7.02 to provide for listing with a registered broker on the multiple listing system (formerly called “MLS” and now found at “realtor.ca”) and by still requiring an appraisal by a certified appraiser, the City can achieve the higher of the appraised value and what can be achieved on the open market at any given time.

Section 10.01 is likewise amended, as Schedule D was, to provide clarity as to when the application fee will be charged. Note that By-law 2015-131, as amended, sets out a \$125.00 fee (as shown in the Consolidated Fees By-law and indexed annually) for inquiries relating to ownership and/or maintenance of roadways.

To bring section 10.01 (which addresses costs to be reimbursed to the City on the sale of developable property) in line with Schedule D (which addresses the costs to be reimbursed to the City on the sale of road allowances and land locked property) and with current practice, a recovery for Staff time (\$1,500.00) is included.

Under the heading “administration”, section 12.02 provides a transition provision, so that persons who have already applied under the existing system will be processed under the system that existed at the time of their application (for fairness reasons). This impacts 2 applications: 1 shoreline road allowance abutting a lake and 1 interior road allowance. By transitioning in these transfers, the City does not recover \$1,200.00 for the shoreline road allowance sale, and \$8,636.81 for the interior road allowance sale.

Notice provisions for the sale of developable property have been enhanced (section 3.05), with on-site posting for a three week period added as a requirement. Realty Services has for some time now been circulating newspaper notice for a three week period. Amendments to the by-law now make this practice a requirement; currently, only 1 circulation is required. Notice must now be provided within 12 months of the declaration of surplus for sale purposes, to ensure that notice is timely.

Amendments to section 3.05 require notice to occur in advance of the declaration of surplus, to ensure Council can consider the input of the public prior to the listing for sale.

Section 7.04 is removed, so that once Council has declared a property surplus and to be sold (in accordance with the By-law, which requires return equal to or greater than appraised value/market value plus all costs for developable property, and set prices for undevelopable property), the eventual sale does not need to return to Council for disposition. This will speed up the time from declaration to sale and provide the prospective purchaser with greater finality at the time of the offer and acceptance.

*Proposed Amendments to Policy C-204-DEV-001*

Amendments to Policy C-204-DEV-001, as shown in Appendix D, are required to align the amendments to By-law 2010-118 with that policy, which concerns disposal of real property. Additional amendments are made to correct the policy (for example, to correct the name of the position responsible; formerly “Land Management Co-ordinator”, now “Realty Services Manager”)

*Proposed Amendments to Policy 032-CAO-005*

Many of the proposed amendments to Policy 032-CAO-005 have to do simply with bringing this policy up to date. Since this policy was drafted, the Municipal Act on which it was based was repealed and replaced with the Municipal Act, 2001. Many of the departments have changed names. Council no longer sits as a Committee.

Positions have subsequently been added to the Realty Services Division, accordingly, work formerly assigned to the Manager is now assigned to the Clerks of that Division, in alignment with current practice.

The Policy was amended to specifically indicate what licenses fall outside of the Realty Services’ and Land Management Committee program; specifically, Patio Licenses issued by Engineering and Corporate Assets and Road Occupancy Permits and Driveway Entrance Permits issued by Public Works.

The Policy was substantively amended to provide less circulation out to Land Management Committee post Committee decision and provides for the Realty Services Manager to determine direction in the absence of consensus, to provide less of an unnecessary procedural burden on Committee members.

The framework for the use of the Property Reserve was broadened from acquisition of land only to include also demolition of surplus structures, to address a historically underfunded area and better serve the interests of the City in managing its real estate portfolio.

The Policy was most significantly broadened by adding the asset management function of the Portfolio Management Team. This Policy now establishes the membership and tasks assigned to the team. The team membership is set out as follows: ““Portfolio Management Team” means a staff committee co-chaired and project managed by the Office of Strategy Management (which also acts as recording secretary), co-chaired by the Realty Services Manager, and comprised of the Asset Manager and Manager of Building and Property.”

With respect to the task of the team, the policy now states: “To assist the Land Management Committee, the Portfolio Management Committee will establish a 5 – 10 year plan on a portfolio basis, for each community within the City of Kawartha Lakes. The Portfolio Committee will have regard to Council-approved plans, including but not limited to, asset management, parkland, transit, and affordable housing plans when determining long term planning for each community.”

When considering whether or not to renew a particular lease where the City is the landlord, the Land Management Committee will refer to the 5-10 year plan for the relevant community, to determine the course of action.

The Policy now provides that the Clerks’ houses all existing leases, informing Realty Services of an expiry where the City is the landlord 6 months prior to expiration, to allow for renewal/ termination in a timely manner.

The Policy now provides that Portfolio Management Team is tasked with considering needs to acquire new City-occupied tenancies or land acquisitions two years prior to need, which provides sufficient time for planning, providing more options and better results (including cost reduction).<sup>1</sup>

The Policy now provides that Accounts Receivables administers the invoicing of all leases, licenses and encroachment agreements processed by the Land Management Committee, to clarify existing practice.

#### *Proposed Amendments to By-law 2016-009*

Section 5.03 of Signing Authority By-law provides that, in all cases of the corporation entering into a lease agreement, the lease agreement shall have legal review and approval. In cases of a lease agreement with revenue/expense of \$10,000.00 or under per year and a term of 5 years or less, the City Solicitor can sign. In all other cases, Council approval is required.

However, the section is incorrectly narrowed by its title, which refers to leases of City property. The balance of the by-law does not refer to leases of private property. Accordingly, the title should be amended to reflect the intent of the provision (to apply to all leases).

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<sup>1</sup> For clarification: Portfolio Management Team will not consider park and open space needs acquired pursuant to Planning Act application for subdivision of land.

### *Proposed Repeal of C-195-ED-004*

In 2013, Council approved a policy to provide for the advertising and leasing of agricultural City-owned lands. Staff was directed to finalize a listing of properties suitable for agricultural lease and implement a protocol in the summer/ fall of 2013, for 2014 license agreements. Net proceeds from these leases was to be placed in the Economic Development Reserve for use in projects relating to Council's then-strategic priority (Strategic Plan subsequently being replaced in 2016 with a new Strategic Plan) of developing a knowledge-based economy with a focus on water and agricultural sectors.

The Realty Services Division, in consultation with the Public Works Department and the Environmental Services Division, has reviewed all large agricultural City-owned properties and have identified 5 properties that should remain in City ownership due to an ongoing City interest in the property and thus would be suitable for a 5 year tenancy at fair market value (established by the Agriculture Development Officer).

The procedure set out in this policy is rather cumbersome and slightly disjointed; the policy relies on the Purchasing Policy for the acceptance of public tenders, however, the Purchasing Policy only requires a formal tender process if the item being purchased is \$100,000 or greater.

Secondly, the policies for land management, as set out in Policy 032-CAO-005, provide a comprehensive procedure for the lease of City lands. There is no reason why agricultural leases should have different administrative procedures from those of any other lease.

Along this same vein, the execution of leases and licenses is set out in the comprehensive Signing Authority By-law 2016-009. Pursuant to By-law 2016-009, all leases with net annual revenue of \$10,000 or less do not need to proceed to Council. There is no reason to treat agricultural leases differently.

### **Other Alternatives Considered:**

None

### **Financial Impacts:**

Unquantifiable

With the repeal of C-195-ED-004, revenue that would have gone into the Economic Development Reserve for developing a knowledge-based economy with a focus on water and agricultural sectors, would now be placed in the Corporate Property Reserve for the purpose of land acquisition and capital repair to existing property, and including building demolition.

## **Relationship of Recommendations to the 2016-2019 Strategic Plan:**

The proposals set out in this report align with the strategic enabler of “Efficient Infrastructure & Asset Management”.

## **Consultations:**

Strategy Management Office  
Manager of Building and Property  
Director of Community Services

## **Attachments:**

Appendix A: Consolidated By-law 2010-118, inclusive of proposed amendments in tracked change format



Appendix A -  
Proposed Amendment

Appendix B: Presentation of Realty Services to Council November 21, 2017, “Realty Services Division: New Land Sales Procedures as of 2017”



Appendix B -  
Presentation of Realty

Appendix C: Chart Comparing Alternative Methods for Pricing Internal Road Allowances



Appendix C - Interior  
Road Allowance Price

Appendix D: Consolidated Disposal of Real Property Policy C-204-DEV-001, as amended, inclusive of proposed amendments in tracked change format



Appendix D -  
Proposed Amendment



Appendix E: Consolidated Disposal of Real Property Policy C-204-DEV-001, as amended, inclusive of proposed amendments in clean format



Appendix E -  
Proposed Amendment

Appendix F: Consolidated Policy 032-CAO-005, inclusive of proposed amendments in tracked change format



Appendix F -  
Proposed Amendment

Appendix G: Consolidated Policy 032-CAO-005, inclusive of proposed amendments in clean format



Appendix G -  
Proposed Amendment

Appendix H: Policy No. C-195-ED-004 – Lease of City Owned Agricultural Land



Appendix H - Policy  
No. C 195 ED 004 Lease

**Department Head E-Mail: [rcarlson@kawarthlakes.ca](mailto:rcarlson@kawarthlakes.ca)**

**Department Head: Robyn Carlson**

The Corporation of the City of Kawartha Lakes  
Office Consolidation of By-Law 2010-118

Consolidated on ~~February 13, 2018~~December 1, 2016

Passed by Council on June 29, 2010

Amendments:

1) By-law 2014-045	January 28, 2014	Title
		Section 1.00
		Section 3.03
		Section 11
2) By-law 2015-233	December 8, 2015	Section 1.01 and Section 10.00
3) By-law 2016-212	November 22, 2016	Sections 11.01– 11.04
		Def: Manager of Realty Services

4) By-law ~~February 13, 2018~~

Note: This consolidation is prepared for convenience only. For accurate reference the original by-laws should be reviewed.

The Corporation of The City of Kawartha Lakes  
By-Law 2010 – 118

A By-Law to Regulate the ~~Acquisition and~~ Disposition of  
Municipal Real Property in and for The Corporation of the City of  
Kawartha Lakes

2014-045, effective January 28, 2014

Recitals

1. Section 270(1) of the Municipal Act, 2001,s.o. 2001, c. 25, as amended, requires every municipal Council to adopt and maintain policies with respect to its sale and other disposition of land.
2. Council of The City of Kawartha Lakes has established procedures, including those regarding the giving of notice to the public, governing the sale or other disposition of real property. Those procedures are set out in this By-law.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2010-118.

Section 1.00: Definitions and Interpretation

1.01 **Definitions:** In this By-law:

~~(a) “Acquisition” means a transaction that adds new real property by purchase, lease, exchange, gift, trust, or any other means.~~

(b)(a) **“Candidate Appraiser”** means members of the Appraisal Institute of Canada who have completed the admission requirements of Appraisal Institute of Canada and are working under the supervision of a “Cosignature” and also participate in the Professional Liability Insurance Program of the Appraisal Institute of Canada.

2014-045, effective January 28, 2014

(c)a **“CAO”** 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.

(b)c **“City”, “City of Kawartha Lakes” or “Kawartha Lakes”** means the Corporation of the City of Kawartha Lakes and includes its entire geographic area.

(e)d **“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*.

(d)f **“Class”** is used in this By-law to denote a type of property for the purposes of assigning procedures required for Disposition. Section 2.01 outlines the Classes of property used by the City.

(g)f **“Cosignature”** means personalized evidence indicating authentication of work performed by members of the Appraisal Institute of Canada as joint authors, where each is responsible for inspection, content, analysis and the conclusions in the report.

2014-045, effective January 28, 2014

(h)g **“Council” or “City Council”** means the elected municipal council for the City.

(i)h **“CUSPAP”** means the Canadian Uniform Standards of Professional Appraisal Practice of the Appraisal Institute of Canada.

2014-045, effective January 28, 2014

(j)i **“Disposition”** means for the purposes of this By-law:

- i) ~~the transfer of an Easement;~~
- ii) ~~the entering of an agreement to provide for an Encroachment;~~
- iii) ~~the granting of a license to use property which is less than a lease;~~
- iv) ~~the granting of municipal consents to utility companies for the placement of physical property on municipal rights of way;~~
- v) ~~the granting of franchises relative to the occupation of municipal rights of way;~~

the completion of an at arm’s length transfer including leases with a term of 21 years or more;

(g)k **“Easement”** means a registered or unregistered formal right to use property belonging to someone else.

(l)k **“Encroachment”** means permitted occupancy of land by buildings or structures, or parts of buildings or structures, which would be trespassing but for the permission.

(mli) **“Full Cost Recovery”** means all labour, equipment, material and any related overhead costs incurred by the City

(ami) **“Manager Realty 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 the CAO.

2016-212, effective November 22, 2016

(enki) **“Property Disposition Task Force”** means The City Property Disposition Task Force. The City Property Disposition Task Force is a volunteer committee appointed by City Council which identifies land assets to be recommended as surplus to municipal needs and marketed for sale to the general public.

2015-233, effective December 8, 2015

(pof) **“Security”** involves the pledging of an asset in order to secure a positive obligation. As an example, real property is sometimes acquired by the City as Security for a developer’s performance in accordance with the terms and conditions of a development agreement.

(qpm) **“Real Property”** means any and all rights, interests or benefits in land.

2014-045, effective January 28, 2014

(rfq) **“Reserves”** are parcels of land, one foot or less in width, acquired in conjunction with an approval or decision under the *Planning Act*.

## 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.
- (c) 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.
- (d) References to items in the plural include the singular, as applicable.

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: Classes of Property or Property Dispositions**

2.01 **Classes:** This section describes four classes of real property held by the City from time to time for the purposes of distinguishing procedures applicable in accordance with this By-law.

- (a) Class One: All real property which does not fall into any of the other classes set out in this section.
- (b) Class Two: Real property which is a highway or a road allowance, open or closed, travelled or un-travelled.

- (c) Class Three: Real property which, in the opinion of the Manager Realty Services, has no market value except as a lot addition to one or more abutting properties.
  - (d) Class Four: Real property which is being held temporarily by the City as Security or a Reserve.
- 2.02 **Procedures**: Procedures for the Disposition of real property held by the City vary depending on the Class of property in question (as set out in Section 2.01)
- 2.03 **Exemption**: This By-law does not apply to the sale of property by the City pursuant to the Municipal Tax Sales Act.

### **Section 3.00: Procedures Concerning the Sale of Land in Class One**

- 3.01 **Declaration as Surplus**: Prior to the disposition of any parcel of land in Class One, the Council of the City shall, at a meeting open to the public, declare the land to be surplus and no longer required by the City for municipal purposes. These declarations can be revoked by the City at any time prior to a disposition of the same land.
- 3.02 **Considerations**: In determining whether or not any property is surplus to municipal needs, the Council of the City may consider any relevant information available to it. This includes information that the proposed purchaser or lessee wishes to exchange land with the City, and the parcel to be acquired may be a substitute for the City's property (which would otherwise not be surplus to the City's needs).
- 3.03 **Appraisal**: Subject to Section 3.04, it is a requirement that, prior to the acquisition or disposition of any real property by the City of Kawartha Lakes, the Manager Realty Services shall obtain at least one appraisal of its fair market value. The appraisal shall carry the designation of 'AACI' being an Accredited Appraiser with the Canadian Institute or 'CRA' being a Certified Residential Appraiser. The Appraisal business or firm that is retained by the City of Kawartha Lakes through the Manager Realty Services or by an independent third party to complete an assignment as part of a negotiation with the City of Kawartha Lakes regarding real property, must supply to the City of Kawartha Lakes Land Management Department, in writing, notice that the appraisal will be completed by a "Candidate Appraiser" prior to the assignment being accepted by the business or firm.

Appraisals that are completed by a "Candidate" Appraiser must be co-signed by a designate Appraiser "Co-signature" in accordance with CUSPAP of the Appraisal Institute of Canada. Further, the "Co-signature" must provide proof in writing through an Appraisal Cosignature Form provided by the City of Kawartha Lakes through the Land Management Department that that the "Co-signature" for the "Candidate Appraiser" physically accompanied the "Candidate Appraiser" on the inspection of the real property at the same time on the same day. Each appraisal must include a consultation from a qualified land use planner addressing the applicable Official Plan and Zoning By-law provisions, and including a list of all permitted uses.

- 3.04 **Exemptions**: The City may, at its discretion, dispose of surplus real property without obtaining an appraisal of fair market value if the circumstances of the disposition meet the criteria in this section.
- (a) The disposition involves a type of property listed in Schedule 'A'.

- (b) The disposition is to one or more public bodies as set out in Schedule 'B'.
- 3.05 **Public Notice:** Subject to Section 3.06, prior to the declaration as Disposition of any surplus of any real property, the Manager Realty Services shall provide notice to the public of the proposed declaration for the purpose of Disposition in each of the manners described in this section.
- (a) An advertisement shall be placed in a newspaper once per week for three consecutive weeks which, in the City Clerk's opinion, is of sufficiently general circulation in Kawartha Lakes to provide members of the public with reasonable notice.
- (b) The disposition shall be described in the public agenda for a City Council meeting.
- ~~(c) Notice shall be provided by regular mail to those persons and public bodies listed in Schedule 'C'.~~
- ~~(dc)~~ Notice shall be posted on the City of Kawartha Lakes website.
- (d) Notice shall be posted on site (for viable properties only)".
- 3.06 **Exemption:** Where real property has been disposed of by the City through a tender process or a request for proposal process or a public auction, there is no requirement to provide public notice of the Disposition of the real property except in the manner provided in Section 3.05 (b) of this By-law.
- 3.07 **Contents of Notice:** The notice required by Section 3.05 shall contain a description of the real property declared to be surplus including the property's location and its approximate size.
- 3.08 **Timing of Notice:** All notices (excepting those referenced in Section 3.05 (b)) shall be provided at least three weeks and no more than twelve months prior to any Council meeting at which the disposition of the surplus real property may be confirmed.

## **Section 4.00: Procedures Concerning the Disposition of Land in Class Two**

- 4.01 **Inquiries about Class Two Land:** The City cannot consider disposition of any land in Class Two unless it has never been opened as a public highway, or unless it has been closed as a public highway. Where inquiries are made regarding the purchase of these lands, and the highway has not been closed, a closure procedure is required and any claims must be considered, in accordance with the Municipal Act, 2001, before disposition can occur.
- 4.02 **Disposition of Closed Highways:** In considering whether a highway should be closed, the Council may also consider whether the land is surplus to municipal needs. Where Council declares the property surplus, this Section applies to the disposition. A declaration that the lands are surplus can be revoked by the City at any time prior to a disposition of the same lands and the City reserves the right to ultimately decide not to close the highway or dispose of the land.
- 4.03 **Pricing:** Subject to Section 4.04, at the same meeting at which the Council considers declaring any land in Class Two surplus, it may set a price for the land to be disposed of. An appraisal shall be required as set out in Section 3.03 unless the exemptions set out in Section ~~43~~.04 apply.

- 4.04 **Certain Set Pricing:** Schedule “~~CD~~” to this By-law sets the prices for certain types of land in Class Two if they are sold to an owner of lands abutting the closed highway ~~as shoreline or highway frontage~~.
- 4.05 **Public Notice:** ~~As required by Section 34(1) of the Municipal Act, 2001, Public notice of a by-law to permanently close or alter a highway and to dispose of it shall be given in accordance with Section 3.05(a)-(c) City of Kawartha Lakes By-law 2008-065, as amended from time to time. Such notice shall include the proposed disposition, if applicable. In addition, the provisions of Section 3.05 (b) apply to the disposition of any land in Class Two.~~
- 4.06 **Consent:** As required by section 34.(2) of the *Municipal Act, 2001*, consent of the Government of Canada will be obtained prior to passage of a by-law to permanently close a highway that (a) abuts on land, including land covered by water, owned by Canada; or (b) leads to or abuts on a bridge, wharf, dock, quay or other work owned by Canada.
- 4.07 **Manner of Disposition:** Any lands in Class Two, except those set out in Section 4.04, shall be disposed of by one of the manners of sale set out in Section 7.00.
- 4.08 **Procedures:** None of the other provisions of Section 3.00 apply to the disposition of any land in Class Two.

## **Section 5.00: Procedures Concerning the Disposition of Land in Class Three**

- 5.01 **Declaration as Surplus:** The provisions of Section 3.01 apply to the disposition of any land in Class Three.
- 5.02 **Certain Set Pricing:** Schedule “C” to this By-law sets the prices for certain types of land in Class Three (namely, landlocked parcels) if they are sold to an owner of lands abutting the landlocked parcel.
- 5.03 **Procedures:** None of the other requirements of Section 3.00 apply to the disposition of any land in Class Three.

## **Section 6.00: Procedures Concerning the Disposition of Land in Class Four**

- 6.01 **Declaration as Surplus:** Land held as Security or as a Reserve are, by their nature, surplus to the City’s needs once the obligations or conditions secured have been performed. Accordingly, it is not necessary to declare land held as Security or as a Reserve as surplus for the purposes of its disposition back to the developer, in accordance with the terms of a development agreement or conditions of development, or, in the case of Security, for disposition on the general market in satisfaction of the Security.
- 6.02 **Appraisal:** Section 3.04 applies to the disposition of any land in Class Four.
- 6.03 **Procedures:** None of the other requirements of Section 3.00 apply to the disposition of any land in Class Four.

## **Section 7.00: Manner of Sale for All Classes of Real Property**

- 7.01 **Manners of Sale:** This section lists methods by which real property may be disposed of.
- (a) A public call for tenders;



- (b) A public request for proposals, seeking to optimize development concepts as well as price (within the context of the development);
  - (c) Sale by public auction;
  - (d) Sale through listing with a registered real estate broker on the multiple listing system ~~or otherwise~~;
  - (e) Direct sale through advertisement of the property (by posting of signs or otherwise) soliciting offers to the Manager Realty Services; or
  - (f) Direct sale through approach to the City by interested purchasers or potential purchasers.
- 7.02 **Default Manner of Sale**: Unless Council provides otherwise when declaring property surplus, the manner of sale used for the disposition of lands shall be by way of Section 7.01(~~de~~) with the Manager Realty Services to negotiate with the parties as per usual real estate practices.
- 7.03 **Consideration**: The City may accept consideration for property dispositions through any one or a combination of: money, land exchange, or any other manner which staff may recommend and Council approve.
- ~~7.04 **Ultimate Disposition**: The Council shall, at a regular meeting, open to the public, consider the ultimate disposition of any Class of real property. Council may accept any offer, notwithstanding that it might not be the highest offer received, or may determine not to dispose of the property in question at that time.~~

## **Section 8.00: Unopened Road Allowances Leading to Water**

- 8.01 **Request to Purchase**: Council has declared, by Resolution CR2001-1025, that unopened road allowances leading to water shall be retained by the municipality. Upon receipt of a request to purchase an unopened road allowance leading to water the applicant shall be advised that Council is not prepared to consider declaring any unopened road allowances that lead to water as surplus to municipal needs. Exceptions may be considered where alternate access to water in the immediate vicinity can be provided.
- ~~8.02 **Consent**: For roads abutting or leading to federally-owned land, consent of the Government of Canada must be obtained prior to closure (see section 4.06 of this By-law).~~

## **Section 9.00: Certificate of City Clerk**

- 9.01 **Certificate**: Where requested by the purchaser or lessee of surplus property, the City Clerk shall issue a certificate with respect to the Disposition of the land.
- 9.02 **Contents**: The certificate referenced in Section ~~89~~.01 shall verify that, to the best of the City Clerk's knowledge and belief, all obligations and requirements of this By-law have been complied with, and that the appraisal required by this By-law has been obtained. Where an appraisal was not obtained, the City Clerk shall set out in the certificate the reasons why the appraisal was not required.
- 9.03 **Registration**: The certificate shall be included in the Transfer/Deed of Land registered pursuant to the Registry Act or the Land Titles Act, as applicable. Where it is included in the Transfer/Deed of Land and registered, it is deemed to be sufficient proof that the provisions of this By-law have been complied with.



Section 10.00: Full Cost Recovery

- 10.01 **Costs:** A non-refundable application fee as described in Schedule ~~DC~~ must be submitted with each inquiry ~~to purchase~~about City owned land ~~that has not been declared surplus~~. The application fee will offset any expenses that the City will incur in connection to the initial review of a request. In addition, any costs that are incurred by the City in connection to a request concerning City owned land or the disposition of surplus property shall be payable by the applicant or the ~~proposed~~ purchaser. Such costs shall include:
- (a) any legal costs incurred by the City;
  - (b) any costs incurred through the completion of any required public notification;
  - (c) any costs incurred through the completion of any required reference plans;
  - ~~(d)~~ (e) any costs incurred through the completion of any appraisals that are necessary;
  - ~~(d)(e)~~ a fee of \$1,500 to cover City staff time expenses;
  - ~~(e)(f)~~ and any miscellaneous costs that are incurred by the City.
- 10.02 **Exception:** The Manager Realty Services or CAO are hereby permitted to negotiate any legal costs incurred by the City and any costs incurred through the completion of any required public notification with a potential purchaser of municipal property identified by the Property Disposition Task Force only.

2015-233, effective December 8, 2015

Section 11.00: <del>Disposition of Developable Land</del>
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- ~~11.01~~
- 2016-212, effective November 22, 2016
- ~~11.02~~
- 2016-212, effective November 22, 2016
- ~~11.03~~
- 2016-212, effective November 22, 2016
- ~~11.04~~
- 2014-045, effective January 28, 2014
- 2016-212, effective November 22, 2016

Section 12.00: Administration

- 12.01 **Administration of By-law:** The Manager Realty Services is responsible for the administration of this By-law.
- 12.02 **Transition:** Dispositions of City owned land resulting from an application to purchase land received by the City prior to February 1, 2018 shall follow the fees and process described in this by-law as last amended by By-law 2014-045, with the exception of the amendments to the notice provisions: For those dispositions for which notice has already been given, this by-law as last amended by By-law 2014-045 will apply. ~~Caveat: Any requests to purchase City owned land received prior to the passage of this by-law~~

~~shall follow the fees and process described in By-law 2001-89, as amended, providing the disposition is carried through by January 1, 2011 at which point this By-law will apply.~~

12.03 **Effective Date**: This By-law shall come into force on the date it is finally passed.

2014-045, effective January 28, 2014

By-law read a first, second and third time, and finally passed, this 29<sup>th</sup> day of June, 2010.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

## Schedule "A" To City of Kawartha Lakes By-Law Number 2010-118

Passed This 29th Day of June, 2010

1. Land 0.3 metres or less in width acquired in connection with an approval or decision under the *Planning Act*, R.S.O. 1990, c. P. 13.
2. Closed highways, if sold to an owner of land abutting the closed highways.
3. Land formerly used for railway lines, if sold to an owner of land abutting the former railway land.
4. Land that does not have direct access to a highway, if sold to the owner of land abutting that land.
5. Land repurchased by an owner in accordance with Section 42 of the *Expropriations Act*, R.S.O. 1990, c. E. 26.
6. Land repurchased by an owner in accordance with a reversionary interest retained by that owner in the property.
- ~~6. Easements granted to public utilities or to telephone companies.~~

## **Schedule "B" To City of Kawartha Lakes By-Law Number 2010-118**

**Passed This 29th Day Of June, 2010**

1. Any municipality, including metropolitan, regional or district municipalities.
2. Any local board, as defined in the Municipal Affairs Act, R.S.O. 1990, c. M. 46.
3. An authority under the Conservation Authorities Act, R.S.O. 1990, c. C. 27.
4. The Crown in Right of Ontario or of Canada, and their agencies.

**~~Schedule "C" To City of Kawartha Lakes By-Law Number 2010-118~~**

**~~Passed This 29th Day of June, 2010~~**

- ~~1. Any Conservation Authority with geographical jurisdiction.~~**
- ~~2. The Trillium Lakelands District School Board.~~**
- ~~3. The Peterborough, Northumberland, Victoria, Haliburton Separate School Board; and~~**
- ~~4. Any other person who has provided the City Clerk or the Manager Realty Services with a written expression of interest with respect to acquiring the property to be disposed of within a 12-month period prior to the date that the property is to be considered by the Council for disposition.~~**

## Schedule "DC" To City of Kawartha Lakes By-Law Number 2010-118

Passed This 29th Day of June, 2010

1. **Fee:** A non-refundable fee of \$125.00 must be submitted with each request ~~to purchase about~~ City owned property that has not been declared surplus. The fee ~~is to~~ will cover the initial costs that are associated with the preliminary review/research that is to be completed in order to determine whether or not the property should be declared surplus and offered for sale~~connection to a request about City owned property~~. In the event that the associated costs exceed \$125.00 the applicant will notified so that they are aware that they will be responsible for the payment of those costs.
2. **Road Allowances by Shorelines or ~~Interior Strips of~~ Road Allowances Along Traveled Highways:** The price for property meeting this description in Section 4.04 of this By-law is:
  - (a) \$15.00 per linear foot of ~~interior highway frontage for strips of~~ road allowances (where the linear foot has an average width of 66 feet); along a traveled highway or \$20.00 per linear foot of water frontage for shoreline road allowances adjacent to rivers (where the linear foot has an average width of 66 feet); or \$23.00 per linear foot of water frontage for shoreline road allowances adjacent to lakes (where the linear foot has an average width of 66 feet);
  - (b) a fee of \$1,500.00 to cover the City's staff time expenses; plus
  - (c) all costs of the land transaction including the cost of all required notices and surveys, documents required to be registered in the Land Registry Office, all legal fees incurred by the municipality in connection to the sale and any other costs associated with the transaction. The purchaser will be required to make a non-refundable deposit of \$1,000.00 in advance of the road closing to cover the said costs.
3. **Landlocked Lot Additions:** Except in exceptional circumstances, in the opinion of the Manager Realty Services, the price for property meeting the description in paragraph 3 of Schedule "A" of this By-law is:
  - (a) where the parcel is an addition to a farm, a price of \$1500.00 per acre, plus the amounts in parts (c) and (d);
  - (b) where the parcel is an addition to a lot other than a farm, a price of \$1.00 per square foot of land, plus the amounts in parts (c) and (d);
  - (c) a fee of \$1,500.00 (to cover the City's staff time expenses); and
  - (d) all costs of the land transaction including the cost of all required notices and surveys, documents required to be registered in the Land Registry Office, all legal fees incurred by the municipality in connection to the sale and any other costs associated with the transaction.

# Realty Services Division: New Land Sales Procedures as of 2017

Realty Services Division

November 21, 2017



# Changes to the Land Sales Process

- Enhanced public notification process:
  - Required by policy: 3 week newspaper circulation & listing on City website
  - New: What is required, plus: On site posting for 3 week period & [www.Realtor.ca](http://www.Realtor.ca) listing



# Changes to the Land Sales Process

- Enhanced determination of value process for property with development potential:
  - Required by policy: City property to be sold for, at least, its appraised value. List on City website.
  - Old procedure: Accept the first offer that equals the appraised value plus all costs associated with the sale
  - New: List also on [www.Realtor.ca](http://www.Realtor.ca). Hold all offers for a 10 day period, taking the greatest offer received in that period that is at least equal to or greater than appraised value plus all costs

# Changes to the Land Sales Process

- Enhanced determination of value process for road allowances (internal):
  - By-law 2010-118 allows the City, at its discretion, to dispose of road allowances to adjacent property owner for nominal consideration
  - The City has consistently exercised this discretion
  - The standard municipal practice is to charge FMV
  - New: Realty Services will begin recommending to LMC that road allowances be sold at FMV

# Comparables

Township of North Kawartha	<p>\$750.00 plus HST per each linear foot on lots allowances with water frontage</p> <p>\$0.06 per square foot plus HST on land locked concession or lot allowances</p>	\$200.00 Administration Fee
Municipality of Chatham-Kent	<p>Price negotiated by the Manager – may obtain appraisal if necessary</p> <p>If price cannot be agreed to between Manager and purchaser, application to purchase is denied</p>	
Township of Georgian Bay	<b>\$6.00</b> per square metre	\$550.00 Administration Fee
Township of Lake of Bays	<b>\$1.00</b> per square foot	\$650.00 Administration Fee
Township of Armour	<b>\$0.40</b> per square foot	\$500.00 Administration Fee
Township of North Frontenac	<p><b>\$250.00</b> for first 500 linear feet  <b>PLUS</b>  <b>\$3.00</b> per each additional linear foot</p>	\$1,000.00 Administration Fee
Township of Minden Hills	Appraised value	
Township of Selwyn	<p><b>\$1,000.00</b> for up to 100 feet of frontage  <b>PLUS</b>  <b>\$10.00</b> per each additional foot of frontage</p>	\$150.00 Administration Fee

# Changes to the Land Sales Process

- Enhanced determination of value process for road allowances (shoreline):
  - City currently values shoreline road allowances at \$1,625 flat fee + \$20/ linear foot (By-law 2010-118)
  - Recommended: Retain linear foot cost for rivers, increase linear foot cost to \$23/ linear foot for lakes

# Comparables

Municipality of Trent Lakes	\$40.00 per linear foot of water frontage	\$500.00 Administration Fee
Township of North Kawartha	<b>\$2,050.00</b> plus HST for up to 150 linear feet of water frontage (min \$13.7/linear foot) <b>PLUS</b> <b>\$15.00</b> per each additional linear foot of water frontage over 150 feet	\$200.00 Administration Fee
Township of Georgian Bay	<b>\$8.00</b> per square metre (\$48.84 / linear foot)	\$550.00 Administration Fee
Township of Lake of Bays	<b>\$0.40</b> per square foot (small lake) (\$26.4/linear foot) <b>\$0.75</b> per square foot (medium lake) (\$49.5/ linear foot) <b>\$1.00</b> per square foot (large lake) (\$66/ linear foot)	\$650.00 Administration Fee
Township of Armour	<b>\$0.40</b> per square foot (\$26.4/linear foot)	\$500.00 Administration Fee
Municipality of Whitestone	<b>\$2.00</b> per square metre for first 90 metres of frontage (\$12.21/ linear foot) <b>PLUS</b> <b>\$1.00</b> per square metre over 90 metres of frontage	\$1,000.00 Application Fee \$500.00 Administration Fee
Municipality of Highlands East	<b>\$500.00</b> for first 150 feet of water frontage (min \$3.3/ linear foot) <b>PLUS \$2.00</b> per additional foot	\$250.00 Administration Fee
Township of Algonquin Highlands	<b>\$0.40</b> per square foot (\$26.4/linear foot)	
Township of North Frontenac	<b>\$0.15</b> per square foot (\$9.9/linear foot)	\$1,000.00 Administration Fee
Township of Selwyn	<b>\$2,500.00</b> for up to 100 feet of water frontage <b>PLUS \$25.00</b> per each additional foot of water frontage (min \$25/linear foot)	\$150.00 Administration Fee

# Changes to the Land Management Committee – land sales function

- Existing: Land Management Committee acts in a reactive nature to process individual requests from the public with respect to land sales
  - Property Disposition Task Force acted as the asset management function
- New: Portfolio Management Team acts as the asset management function

# Land Management Committee: A Background

- Developed by the Property Disposition Task Force and approved by Council in 2001
- Scope: Land sales and land leasing, reactive
- Committee members: representatives from Corporate Services (Manager of Corporate Assets); Community Services, Public Works, Economic Development, chaired by the Manager of Realty Services

# Portfolio Management Team: An Introduction

- Scope: Proactive, corporate-led rationalization of the corporate portfolio. Project management of multi-year corporate projects involving the acquisition, disposition and leasing of land.
- Team Members: CAO, Strategy Management Office (co-chair), Community Services/ Building and Property (co-chair)
- Realizes on CR2015-256, directing PDTF be re-instated and that terms of reference for PDTF be brought back to Council



# Surplus Lands Disposition

## Process under PDTF

- Review all property by ward for potential surplus and sale
- Resulted in large time delay (several years) between when a property was declared surplus and when it was sold

## Process under PMT

- Review property in small batches in a just in time to market manner
- Timing guided by 10 year Asset Management Plan, requiring annual land sales target of \$600,000.00

# Leasing and Licensing Portfolio

- Former process: Reactive and fragmented.
- New process: PMT considers the upcoming needs of all departments, using the approved Council Master Plans as guidance. Integrated with property acquisition/disposition process.
  - All property considered corporate and maintained by Building and Property.
  - PDTF rationalizes existing leasehold interests

# Guiding Documents

## Land Sales

- Land Management Policy (032-CAO-005)
- By-law 2010-118
- Disposal of Real Property Policy (C-204-DEV-001)

## Land Purchases

- Land Management Policy (032-CAO-005)

## Land Leasing (as Landlord)

- Land Management Policy (032-CAO-005)
- Council Resolution CR2017-188: Industrial/Commercial leases at the lesser of FMV and full cost recovery

## Land Leasing (as Tenant)

- Land Management Policy (032-CAO-005)

# Next Steps

- Realty Services will bring a Report to Council, recommending changes to By-law 2010-118 with respect to the unit prices for shoreline road allowances and road allowances (internal)
- Realty Services will bring a Report to Council, recommending amendment to the Land Management Policy 032-CAO-005 to add Terms of Reference for the Portfolio Management Team
- Realty Services will bring a Report to Council, recommending amendment to the Land Management Policy 032-CAO-005, to provide further guidance in the form of Acquisition, Leasing and Licensing Principles for City-owned Property

**2015 Road Allowance Sales**  
(No Road Allowances Sales in 2016 or 2017)

Former Township	RDAL Length (linear feet)	RDAL area (square feet)	Area of Abutting Property (square feet)	MPAC Value (where RDAL divided between 2 properties, lower value chosen)	MPAC Value per square foot	Total Price of RDAL (using price per square foot)	RDAL Price per linear foot	RDAL Price (using MPAC Value, per linear foot)	RDAL Price (using \$15.00 per linear foot)
Emily	376.08	12,961.62	44,317.89	\$205,750.00	\$ 4.64	\$ 60,175.55	\$ 160.01	\$60,175.55	\$ 5,641.20
Emily	376.08	11,316.10	44,317.89	\$205,750.00	\$ 4.64	\$ 52,536.07	\$ 139.69	\$52,536.07	\$ 5,641.20
Somerville	1,997.02	70,094.74	178,9437.82	\$ 53,375.00	\$ 0.11	\$ 8,059.51	\$ 4.04	\$ 8,059.51	\$29,955.30
Somerville	1,997.02	70,094.74	108,4433.06	\$ 53,375.00	\$ 0.19	\$ 13,299.11	\$ 6.66	\$13,299.11	\$29,955.30



## Corporate Policy and Procedures Manual

Policy No:

**C 204 DEV 001**

Policy Name:

### Disposal of Real Property Policy

Developed By: **Diane McFarlane**  
Land Management Co-ordinator  
Department: **Development Services**

Date:

Adopted By: **Council**

Date: **January 28, 2014**

Resolution Number: **CR2014-091**

Effective: **January 28, 2014**

Cross-Reference:

Revisions: **February 13, 2018**

### Policy Statement and Rationale:

The City of Kawartha Lakes shall dispose of surplus real property in an open and transparent manner in accordance with the City of Kawartha Lakes Bylaw 2010-118, as amended, and in a way that maximizes its social, economic, environmental and cultural return to the City of Kawartha Lakes.

This policy shall ensure that transparent and accountable processes are followed in the disposal of all real property and will ensure that returns are fair, reasonable and in the best interests of the City of Kawartha Lakes.

### Scope:

This policy applies where real property is disposed of by the City of Kawartha Lakes. The City's Land Management Department shall undertake the disposal of real property in accordance with this policy and the City of Kawartha Lakes Bylaw 2010-118, as amended.

This policy applies to all City of Kawartha Lakes employees, and any agents or assigns authorized to dispose of real property on behalf of the City.

### Definitions:

**Abutting owner** – in the case of the disposal of a closed road or highway, an abutting owner refers to an owner, the front, rear or side of whose property is immediately beside the road or

highway, but does not include an owner whose property touches either end of the road or highway. With respect to any other real property disposal, an abutting owner is any owner whose real property touches the City's real property.

**Appraisal** – a written estimate of current market value prepared by a CRA or AACI who is a member in good standing with the Appraisal Institute of Canada.

**Disposal** – the sale or exchange for other real property of any of the City's real property that has been declared surplus, but does not include the leasing of City-owned property or the granting of an easement or right-of-way.

**Market value** – the highest price a willing buyer would pay and a willing seller would accept, both parties being fully informed, and the real property being marketed for a reasonable period of time.

**Non-viable real property** – real property for which a building permit cannot be granted because either it is landlocked, or it is of insufficient size and shape to permit development unless developed in conjunction with abutting land.

**Real property** – land and/or buildings and all improvements thereon.

**Surplus real property** – real property that is not required to meet the current or future program or operational requirements of the City and that has been declared to be surplus by City Council or its delegated authority.

**Viable real property** – real property for which a building permit can be granted.

## **Policy, Procedure and Implementation:**

### **1. General**

- 1.1 Where real property is proposed to be disposed of, it shall first be determined to be viable or non-viable by the Land Management Committee.
- 1.2 Subject to Section 1.3, real property shall be disposed of at the appraised market value unless waived by City Council.
- 1.3 Notwithstanding Section 1.2, City Council may, unless prohibited by the *Municipal Act*, authorize the disposal of real property at less than market value if, in its opinion, it is in the best interests of the City to do so.
- 1.4 All City-owned real property is a corporate asset and not an asset of any individual department. Monies received from the disposal of any real property shall be deposited to the City's Property Development Reserve Account, unless otherwise required by the *Planning Act* or directed by City Council.
- 1.5 This policy shall not apply to the disposal of real property which is the subject of an agreement entered into by the City for the provision of municipal capital facilities pursuant to section 110 of the *Municipal Act*.

- 1.6 The disposal of a surplus road allowance to be constructed as a future road and the disposal of surplus road widening requirements shall be carried out in accordance with the Council approved by-laws of Road Allowances. A surplus subdivision block no longer required for a future road shall be carried out in accordance with the Council approved by-laws of Road Allowances, unless the subdivision agreement requiring the conveyance of the subdivision block to the City directs otherwise. All other surplus closed road allowances shall be disposed of in the same manner as any surplus real property, in accordance with this policy.

## **2. Conditions for the Disposal of Real Property**

Unless otherwise stated in this policy, the following conditions must be met before the disposal of any real property:

- 2.1 The real property shall be declared surplus to current or future program or operational requirements of the City.
- 2.2 At least one (1) appraisal of the real property shall be obtained.
- 2.3 Notice of the proposed disposal shall be provided to the public.

## **3. Authority to Declare Surplus**

- 3.1 All viable real property shall be declared surplus by the report from the ~~Land Management Co-ordinator~~Realty Services Manager and by City Council.
- 3.2 Non-viable real property shall be declared surplus by the report from the ~~Land Management Co-ordinator~~Realty Services Manager and by City Council. In addition:
  - Notice of the proposed disposal of the non-viable real property is provided to all abutting owners.
  - An appraisal is obtained for the non-viable real property.
  - The disposal of the non-viable real property is at market value.

## **4. Appraisals and Surveys**

- 4.1 At least one (1) appraisal estimating the current market value of the property shall be obtained by a CRA or AACI appraiser. The appraiser must be in good standing with the Appraisal Institute of Canada. All appraisal reports shall remain confidential until the disposal is completed.
- 4.2 Notwithstanding Section 4.1, the requirement to obtain an appraisal shall not apply to the disposal of real property 0.3 metre or less in width, acquired in connection with an approval or decision under the *Planning Act*.
- 4.3 At least one (1) survey from a member of the Ontario Surveyors Association shall be obtained to provide the Property Identifier Number (PIN) for the City property and the exact real property to be disposed of. This Surveyor shall register the Reference Plan in the Provincial Registry Office once approved by the Land Management Co-ordinator.



## 5. Notice and Method of Proposed Disposal

5.1 Prior to the disposal of any viable real property, notice of the proposed disposal shall be provided to the public by the following methods:

- Advertising the real property for disposal in the a local newspapers having general circulation in the City of Kawartha Lakes; identifying the location of the real property by referencing the municipal address or legal description, or both and a map of the general location; and stating the process for submission of an offer to purchase which would include the City of Kawartha Lakes Council approved Agreement of Purchase and Sale.

- Advertising the real property for disposal on the City website

- Posting notice on site

5.2 Prior to the disposal of any non-viable real property, written notice by regular mail shall be provided to all abutting owners.

5.3 In addition to the methods of providing notice described in Section 5.1 and 5.2, notice of the proposed disposal of viable real property shall include advertising on the City of Kawartha Lakes website.

5.4 Despite Sections 5.1 and 5.2, notice of the disposal of real property that has been vested in the City, pursuant to Part XI – Sale of Land for Tax Arrears – of the *Municipal Act*, 2001, shall, at a minimum, be by advertising on the City of Kawartha Lakes website.

5.5 No notice shall be required for real property that is re-purchased by an owner in accordance with Section 42 of the *Expropriations Act*.

~~5.55.6~~ No notice shall be required for real property that is re-purchased by an owner in accordance with a registered right of reversion.

~~5.65.7~~ A Real Estate Brokerage may be obtained ~~by an RFP~~ through the City's Purchasing Policy to dispose of designated land of value.

~~5.75.8~~ The Realty Services Manager~~Land Management Co-ordinator~~ will advertise in the local publications as defined in 5.1 and on the City website.

~~5.85.9~~ The Realty Services Manager~~Land Management Co-ordinator~~ will contact the abutting land owners where appropriate, in writing, by regular mail.

## Responsibilities

**City Council** approval is required for the disposal of real property under City of Kawartha Lakes By-law 2010-118, as amended.

**Land Management Committee** must review and is required to: declare viable real property surplus and to declare non-viable real property surplus by report to City Council requesting the declaration of surplus and authorizing the method of disposition.

~~Land Management Co-ordinator~~ shall report on the exercise of this authority to City Council on the quarterly report.

Realty Services Manager~~Land Management Co-ordinator~~ shall ensure that, an appraisal and survey is obtained and public notice is given, in accordance with this Policy. The Realty Services Manager~~Land Management Co-ordinator~~ shall also oversee the Real Estate Brokerage(s) hired as stated in 5.6 above and shall bring all Agreements of Purchase and Sale obtained by the Brokerage to City Council or designate for approval.

**Office of the City Solicitor** is responsible for providing legal services and advice on real property transactions and has authority to undertake all legal proceedings required to complete a disposal of real property.

## Marketing

The Land Management Co-ordinator shall market the properties by:

Advertising the real property for disposal in the a local newspapers having general circulation in the City of Kawartha Lakes as defined in 5.1 above;

Maintaining a list of all viable real property which has been declared surplus by Council and are available for sale on the ~~Land Management section of the~~ City of Kawartha Lakes website; and

Overseeing the Real Estate Brokerage(s) hired to dispose of designated land of value, as stated in 5.6 above, to co-ordinate the sale of a large number of properties.

## Monitoring/Contraventions

The Land Management Department and the ~~Land Management Co-ordinator~~Realty Services Manager shall monitor the application of this Policy to ensure that all Policy requirements are met.

## References

Disposal of Real Property Procedures

## Legislative and Administrative Authorities

City of Kawartha Lakes By-law 2010-118

City of Kawartha Lakes Official Plan

City of Kawartha Lakes Strategic Plan

Ontario Expropriations Act

Ontario Municipal Act, 2001

Ontario Heritage Act, 1990

Ontario Planning Act, 1990

## Enquiries

For more information on this Policy, contact:

~~Land Management Co-ordinator~~Realty Services Manager  
~~Land Management~~Realty Services Department



## Corporate Policy and Procedures Manual

Policy No:

**C**

**204**

**DEV**

**001**

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### Disposal of Real Property Policy

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- 1.3 Notwithstanding Section 1.2, City Council may, unless prohibited by the *Municipal Act*, authorize the disposal of real property at less than market value if, in its opinion, it is in the best interests of the City to do so.
- 1.4 All City-owned real property is a corporate asset and not an asset of any individual department. Monies received from the disposal of any real property shall be deposited to the City's Property Development Reserve Account, unless otherwise required by the *Planning Act* or directed by City Council.
- 1.5 This policy shall not apply to the disposal of real property which is the subject of an agreement entered into by the City for the provision of municipal capital facilities pursuant to section 110 of the *Municipal Act*.

- 1.6 The disposal of a surplus road allowance to be constructed as a future road and the disposal of surplus road widening requirements shall be carried out in accordance with the Council approved by-laws of Road Allowances. A surplus subdivision block no longer required for a future road shall be carried out in accordance with the Council approved by-laws of Road Allowances, unless the subdivision agreement requiring the conveyance of the subdivision block to the City directs otherwise. All other surplus closed road allowances shall be disposed of in the same manner as any surplus real property, in accordance with this policy.

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- 2.2 At least one (1) appraisal of the real property shall be obtained.
- 2.3 Notice of the proposed disposal shall be provided to the public.

## **3. Authority to Declare Surplus**

- 3.1 All viable real property shall be declared surplus by the report from the Realty Services Manager and by City Council.
- 3.2 Non-viable real property shall be declared surplus by the report from the Realty Services Manager and by City Council. In addition:
- Notice of the proposed disposal of the non-viable real property is provided to all abutting owners.
  - An appraisal is obtained for the non-viable real property.
  - The disposal of the non-viable real property is at market value.

## **4. Appraisals and Surveys**

- 4.1 At least one (1) appraisal estimating the current market value of the property shall be obtained by a CRA or AACI appraiser. The appraiser must be in good standing with the Appraisal Institute of Canada. All appraisal reports shall remain confidential until the disposal is completed.
- 4.2 Notwithstanding Section 4.1, the requirement to obtain an appraisal shall not apply to the disposal of real property 0.3 metre or less in width, acquired in connection with an approval or decision under the *Planning Act*.
- 4.3 At least one (1) survey from a member of the Ontario Surveyors Association shall be obtained to provide the Property Identifier Number (PIN) for the City property and the exact real property to be disposed of. This Surveyor shall register the Reference Plan in the Provincial Registry Office once approved by the Land Management Co-ordinator.

## 5. Notice and Method of Proposed Disposal

- 5.1 Prior to the disposal of any viable real property, notice of the proposed disposal shall be provided to the public by the following methods:
- Advertising the real property for disposal in the a local newspapers having general circulation in the City of Kawartha Lakes; identifying the location of the real property by referencing the municipal address or legal description, or both and a map of the general location; and stating the process for submission of an offer to purchase which would include the City of Kawartha Lakes Council approved Agreement of Purchase and Sale.
  - Advertising the real property for disposal on the City website
  - Posting notice on site
- 5.2 Prior to the disposal of any non-viable real property, written notice by regular mail shall be provided to all abutting owners.
- 5.3 In addition to the methods of providing notice described in Section 5.1 and 5.2, notice of the proposed disposal of viable real property shall include advertising on the City of Kawartha Lakes website.
- 5.4 Despite Sections 5.1 and 5.2, notice of the disposal of real property that has been vested in the City, pursuant to Part XI – Sale of Land for Tax Arrears – of the *Municipal Act*, 2001, shall, at a minimum, be by advertising on the City of Kawartha Lakes website.
- 5.5 No notice shall be required for real property that is re-purchased by an owner in accordance with Section 42 of the *Expropriations Act*.
- 5.6 No notice shall be required for real property that is re-purchased by an owner in accordance with a registered right of reversion.
- 5.7 A Real Estate Brokerage may be obtained through the City's Purchasing Policy to dispose of designated land of value.
- 5.8 The Realty Services Manager will advertise in the local publications as defined in 5.1 and on the City website.
- 5.9 The Realty Services Manager will contact the abutting land owners where appropriate, in writing, by regular mail.

## Responsibilities

**City Council** approval is required for the disposal of real property under City of Kawartha Lakes By-law 2010-118, as amended.

**Land Management Committee** must review and is required to: declare viable real property surplus and to declare non-viable real property surplus by report to City Council requesting the declaration of surplus and authorizing disposition.

**Realty Services Manager** shall ensure that, an appraisal and survey is obtained and public notice is given, in accordance with this Policy. The Realty Services Manager shall also oversee the Real Estate Brokerage(s) hired as stated in 5.6 above and shall bring all Agreements of Purchase and Sale obtained by the Brokerage to City Council or designate for approval.

**Office of the City Solicitor** is responsible for providing legal services and advice on real property transactions and has authority to undertake all legal proceedings required to complete a disposal of real property.

## **Marketing**

The Land Management Co-ordinator shall market the properties by:

Advertising the real property for disposal in the a local newspapers having general circulation in the City of Kawartha Lakes as defined in 5.1 above;

Maintaining a list of all viable real property which has been declared surplus by Council and are available for sale on the City of Kawartha Lakes website; and

Overseeing the Real Estate Brokerage(s) hired to dispose of designated land of value, as stated in 5.6 above, to co-ordinate the sale of a large number of properties.

## **Monitoring/Contraventions**

The Land Management Department and the Realty Services Manager shall monitor the application of this Policy to ensure that all Policy requirements are met.

## **References**

Disposal of Real Property Procedures

## **Legislative and Administrative Authorities**

City of Kawartha Lakes By-law 2010-118

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## **Enquiries**

For more information on this Policy, contact:

Realty Services Manager

Realty Services Department

# THE CORPORATION OF THE CITY OF KAWARTHA LAKES

## CORPORATE POLICY AND PROCEDURES

Category	Policy
	<b>LAND MANAGEMENT</b>

Policy No. 032 CAO 005

**DEVELOPED BY:** The Property Disposition Task Force

**APPROVED BY:** City Council

**DATE:** July 9, 2001

**EFFECTIVE DATE:** Immediate

**REVISIONS:** February 13, 2018

### POLICY STATEMENT:

The Corporation of The City of Kawartha Lakes requires policies and procedures for land management. This policy statement sets out the philosophy, principles and procedures for the management of the inventory of property owned, or to be acquired, by the Corporation.

### AUTHORITIES:

Section 193 of the *Municipal Act*, 2001R, S.O. 20011990, c. M.245, governs municipalities' obligations with respect to the disposition of real property.

~~Paragraphs 210(107) and 110 of the *Municipal Act* give municipalities authority to deal with unintended encroachments (and further encroachments) by private property interests onto highways.~~

~~Paragraph 210(109) of the *Municipal Act* gives municipalities authority to permit encroachments into the airspace over highways.~~

Section 2097 of the *Municipal Act*, 2001 requires municipalities to adopt policies regarding the sale and other disposition of municipally owned land. To promote consistent, transparent and equitable processed in disposal in a manner consistent with the best interest of the Citypermits municipalities to sell or lease closed road allowances or parts of them.

~~Section 310 of the *Municipal Act* gives municipalities authority to licence or lease the use of boulevard portions of road allowances to adjacent property owners.~~

~~Section 315 of the *Municipal Act* outlines the procedures required when a municipality wishes to sell a closed highway.~~

~~Part XIII of the *Municipal Act* authorizes municipalities to acquire and hold real estate for municipal purposes. Prudent corporate landowners maintain policies to acquire and dispose of real property, and to manage their real property inventories to the extent permitted at common law.~~

### RESEARCH/REFERENCES:

N/A



## SCOPE:

This policy covers all real property owned or to be acquired by The Corporation of the City of Kawartha Lakes.

## DEFINITIONS:

“City” refers to The Corporation of the City of Kawartha Lakes.

“Committee” refers to the Council sitting in Committee of the Whole, unless the Council has authorized a special ad hoc committee to deal with the issue in question. In those circumstances, the ad hoc committee is intended.

“Council” means the elected council of the City.

“Director” means the Director of Economic Development of the City.

“Land Management Committee” means a staff committee chaired by the Realty Services Manager composed of representatives of each of the departments of ~~Corporate Services, Client & Community Services, Public Works Services, Economic Development & Planning Services, Engineering and Corporate Services~~, as appointed by the Director of each relevant department. Realty Services Law Clerk provides a recording secretary function, and minutes of decisions are recorded for every meeting. The Land Management Committee is the administrative and legal arm for the management of the real estate portfolio owned by the City.

“Portfolio Management Team” means a staff committee co-chaired and project managed by ~~Risk Management Office~~ the Office of Strategy Management (which also acts as recording secretary), co-chaired by ~~Manager of Building and Property~~ the Realty Services Manager, and comprised of the Asset Manager and ~~Real Estate Manager~~ Manager of Building and Property. The Portfolio Management Team is the asset management function for the real estate portfolio owned by the City.

“Land Management System” refers to the policies and procedures outlined in this policy statement.

“~~Realty Services~~ Estate Manager” refers to a person employed by the City with that title. Where the City has not employed a person with that title, the term refers to the City Solicitor ~~Director of Corporate Services~~, or his or her delegate.

## BACKGROUND:

Inquiries from residential property owners, businesses and public institutions such as school boards regarding acquisition or occupation of City-owned real estate or selling real estate to the City are received by all City departments and by Council. All inquiries should be directed to the Realty Estate Services Manager. Having a comprehensive Land Management System comprised of an up-to-date City-owned property inventory, a list of surplus properties, a comprehensive profile of each property, established real estate procedures to evaluate inquiries, and a revised real estate disposition by-law, will enable the expeditious and prompt consideration of all inquiries.

All leases and licenses, including encroachment agreements, are held in the Clerks’ Office. The Clerks’ Office will notify the Realty Services Division of upcoming renewals 6 months prior to expiry of a tenancy where the City is the landlord. Where the City is the tenant, the Portfolio Management Team will consider the lease in light of long term portfolio planning, and make a

recommendation to Council (report authored by the Manager of Building and Property, who shall have jurisdiction over all City-owned buildings, regardless of their occupancy) with the assistance of the Realty Services Division.

Accounts Receivable manages all the invoicing related to leases and licenses, with the exception of temporary leases issued by Community Services of its buildings pursuant to the CLASS system.

To assist the ~~Realty Estate Services~~ Manager (who is responsible for the management of the City's Land Management System) with recommendations to Council, a City staff Land Management Committee comprised of representatives from the departments of ~~Economic Development Services~~, Planning, ~~Client & Community Services~~, & Engineering ~~and Corporate Assets~~ and Public Works has been established. This group's role is to undertake the ongoing analysis of each City-owned land parcel to determine present or future municipal need. The ~~Realty Services-Estate~~ Manager, after acquiring the Land Management Committee's input, together with that of the appropriate Ward Councillor (or Councillors where the property spans wards), prepares a Report for the Director of Economic Development, a recommended course of action for each particular City-owned land parcel. ~~The Director is responsible~~ for providing a recommendation to Council's ~~Committee of the Whole~~. However, with some requests to sell a particular City-owned property, the input provided by the Land Management Committee could indicate the municipal use opportunities require significant analysis before considering selling a property. In these situations, the City department with the identified, specific need (i.e., future road servicing corridor, recreation, etc.) for a particular property would complete an analysis (including acquiring input from the Land Management Committee) and provide a recommendation to Council.

To assist the Land Management Committee, the Portfolio Management Committee will establish a 5 – 10 year plan on a portfolio basis, for each community within the City of Kawartha Lakes. The Portfolio Committee will have regard to Council-approved plans, including but not limited to, asset management, parkland, transit, and affordable housing plans when determining long term planning for each community.

A City departments often recommend to Council acquisition of ~~ring~~ property for municipal ~~staff occupancy purposes~~ is considered by the Portfolio Management Committee at least two years prior to occupation date. If Council agrees to acquire property, the ~~Realty Services-Estate~~ Manager (typically) negotiates an acquisition with property profile information provided by the City's Land Management Committee. There are exceptions to whether or not the lead negotiation person is the Real Estate Manager. One example involves public road allowance widenings acquired at little or no cost in conjunction with environmental assessments or agreements about fence maintenance. These, for example, are negotiated by the Director of Engineering & ~~Corporate Assets~~ ~~Public Works~~. The Portfolio Management Team composition ensures that the City is in a position to acquire land in a timely manner with respect to its long term requirements, to maximize the options available to the City and ensure cost reduction. The Land Management Committee composition ensures that staff discuss processes regularly and all are kept informed about discussions in progress. Cross-corporate representation ensures that all relevant and appropriate input is received, such as input as to locations of underground services, potential land contamination, Wilson Estate or other trust implications, etc.

City Council makes all final decisions to purchase real estate and to sell or to retain or lease (above a certain cost and term threshold, established in by-law 2016-009) City-owned real estate.

Typically, real estate activity related to City-owned lands cover 5 areas as follows:

- A- Offers to sell or lease land TO the City;
- B- Offers FROM the City to purchase or lease from private (or other public) interests;

- C- Offers FROM the City to sell land, directly to certain individuals (lot expansions; road allowances) or on the open market (development land; building lots; surplus facilities);
- D- Third party inquiries to purchase, lease or occupy land FROM the City; and
- E- Encroachment circumstances, whether or not intentional.

It is helpful to establish guidelines for determining the respective roles and responsibilities of the Departments represented on the Land Management Committee in relation to each of these five types of activity. This policy provides those guidelines and procedures.

The City's property disposition by-law (No. [2010-118](#)) and encroachment authorization by-law (No. \_\_\_\_ ) are utilized by the Land Management Committee as appropriate.

#### **PHILOSOPHY:**

All dispositions of municipal realty shall occur at market value or greater.

#### **PROCEDURES:**

##### **Offers to sell or lease land TO the City**

Examples include:

- (a) School Boards offering surplus land to the City;
- (b) Conservation Areas offering land to the City;
- (c) CN Rail, Hydro One Inc., etc. offering surplus property corridors to the City; and
- (d) Private individuals who approach the City (i.e. waterfront homeowners; valley land owners, land for fences or road widenings).

Where persons approach the City to dispose of a property interest, the following procedure is followed:

1. All such offers are communicated to the [Clerks in the Realty Services-Estate Manager Division](#), regardless of the point of entry to the City (Clerk's office; [Economic Development Services](#); etc.).
2. The [Realty Estate Manager Services Clerk](#) contacts the owner (if necessary) to advise of process and timing or liaises with the appropriate departmental staff member (i.e. the Director of Engineering & [Public Works Corporate Assets](#) in circumstances of land-for-fence negotiations) to contact the owner.
3. The [Realty Services Clerk-Estate Manager](#) takes the offer to the next regularly scheduled Land Management Committee for review. In cases of extreme urgency, a special Land Management Committee meeting might be required.
4. The Land Management Committee analyzes the offer, considering the City's need (or desire) for the acquisition or lease for municipal purposes and the significance of the land parcel in question, the City's ability to purchase, whether or not an appraisal is required, and appropriate funding sources.
5. Where members of the Land Management Committee agree upon the treatment of the offer, the [Realty Services Clerk-Estate Manager](#) proceeds to draft a report to ~~the Council~~ [the Council](#) to ~~obtain direction~~ [address the matter](#). Prior to finalization of the report, ~~it is circulated to all Land Management Committee members for review and comment, and~~ the content discussed with the appropriate Ward Councillor(s).

6. If the Land Management Committee does not agree on treatment of the matter, then the Realty Services Manager~~Director of Economic Development~~ shall determine the direction to be taken~~which department shall take the lead with respect to pursuing a report to the appropriate Committee and Council. Prior to finalization of the report, all members of the Land Management Committee shall have an opportunity for review and input. The input from non-lead departments shall not be edited by the lead department without discussion and consensus.~~
7. If there is a significant corporate issue involved, then a co-ordinated response may be appropriate. All relevant departmental directors shall have input in determining the lead department for purposes of the report. A joint report may be necessary to Council in committee of the whole.

#### **A- Offers FROM the City to purchase or lease from private (or other public) interests**

From time to time, staff may recognize either a need or an opportunity for the City to occupy or acquire land for existing or future municipal purposes.

Examples include:

- (a) Desirable parkland or open space property (waterfront, neighbourhood or community parks);
- (b) Road extensions or widenings; and
- (c) Land required for new/expanded City facilities (new depot site, parking lots; arenas, pools, cemeteries, fire halls, contaminate attenuation zones, etc.).

In the case of road extensions or widenings, ~~t~~The lead department will be the Department of Engineering and Corporate Assets, as the one with responsibility for the subject matter in terms of policy or operations. It will undertake the research, analysis and reporting ~~(to the appropriate Committee and to Council)~~ on the policy context, financing, timing, need, location, etc. The lead department will consult with the Realty Services Division-Estate Manager and any other appropriate sources (such as the Wilson Estate representatives or other potential third-party funding sources) prior to reporting regarding matters such as land values, appraisal reports, etc.

In the case of acquisitions for new / expanded City facilities, or for parkland, Portfolio Management Team will consider the need approximately 2 years prior to occupancy date. The Portfolio Management Team will advance a refusal / alternative plan to the requesting department or, in the case of a recommended acquisition, will advance the request to Council via report by the Manager of Building and Property in conjunction with the Manager of Realty Services.

~~The lead department will keep the Land Management Committee informed throughout the process via the Land Management Committee regular meetings, and will keep the appropriate Ward Councillors informed.~~

Upon Council approval, the Realty Services Division-Estate Manager will implement the resolution. ~~This includes reporting back to the respective Committee having carriage of the matter on the recommended terms and conditions for an agreement of purchase and sale.~~

#### **C- Offers FROM the City to sell or lease land, directly to certain individuals (lot expansions; road allowances) or on the open market (development land; building lots; surplus facilities)**

Sometimes there is no clear market for a parcel of land (particularly remnant parcels remaining after implementation of a project) except to a select few interests. In those cases, although the by-laws require the advertisement of the potentially surplus lands, interest in them may not be expressed and may have to be solicited.

Examples include:

- (a) Sales or leases of land to legalize or regularize encroachments;
- (b) Sales of closed road allowances offered to abutting owners pursuant to section 66 of the Municipal Act, 2001; and
- (c) Sales of remnant parcels of land “leftover” after development to abutting owners as lot accretions.

In these circumstances, the Realty ~~Services Estate~~ Manager has carriage of the matter and will report to ~~the Committee and~~ Council in this regard.

~~No reports will be finalized without circulation to, and opportunity for input from, the Land Management Committee members.~~

#### **D- Third party inquiries to purchase or lease land FROM the City**

Interest is invited from members of the public or other agencies in any land the City currently owns, when it has been declared surplus. However, interest can and is expressed from time to time on land that has not been considered surplus or even potentially surplus – or even land that is under active City use and clearly not surplus. However, if an appropriate land exchange is part of the offer, or if the City facility would be better placed elsewhere (using purchase funds), it may well be appropriate to consider the offer regardless of whether or not the Land Management Committee has historically considered the land potentially surplus.

Examples include:

- (a) Lands owned by the City which are attractive to persons or corporations proposing to invest in the community; and
- (b) Lands owned and operated by the City which are strategically located for private economic interests, and not necessarily optimally located for the municipal operation.

Where persons approach the City with inquiries, the following procedure is followed:

- 1. All such inquiries are communicated to the Clerks of the Realty Services~~Estate Manager~~Division, regardless of the point of entry to the City (Clerk’s office; Economic Development Services; etc.).
- 2. The Realty Services Clerk~~Estate Manager~~ contacts the person inquiring (if necessary) to advise of process and timing.
- 3. The Realty Services Clerk~~Estate Manager~~ takes the inquiry to the next regularly scheduled Land Management Committee for review. In cases of extreme urgency, a special Land Management Committee meeting might be required.
- 4. The Land Management Committee analyzes the inquiry, considering the City’s need (or desire) to retain the land for municipal purposes and the significance of the land parcel in question. At this time, other options for properties or facilities not previously considered surplus can be reviewed.
- 5. Where members of the Land Management Committee agree upon the treatment of the offer, the Realty Services Clerk~~Estate Manager~~ proceeds to draft a report to Council for instruction~~the Committee to address the matter. Prior to finalization of the report, it is circulated to all Land Management Committee members for review and comment.~~



6. If the Land Management Committee does not agree on treatment of the matter, then the ~~Realty Services Manager~~Director of Economic Development shall determine which decision will be made and, if applicable, which recommendation will be made to ~~Council~~department shall take the lead with respect to pursuing a report to the appropriate Committee and Council. Prior to finalization of the report, all members of the Land Management Committee shall have an opportunity for review and input. The input from non-lead departments shall not be edited by the lead department without discussion and consensus.
7. In circumstances where property disposition by the City in response to an inquiry would require a significant change of use (Official Plan Amendment, Rezoning application, or plan of subdivision), then ~~a representative from the lead department shall be the Planning Department~~shall be in attendance at the Committee to provide advice, who shall draft the appropriate report to the Committee. Prior to finalization of the report, all members of the Land Management Committee shall have an opportunity for review and input. The input from non-lead departments shall not be edited by the Planning Department without discussion and consensus.
8. If there is a significant corporate issue involved, then a co-ordinated response may be appropriate. All affected Directors shall have input in determining the lead department for purposes of the report. A joint report may be necessary, reporting to Committee or to Council.
9. If Council approves a course of action to sell or lease property, the Real Estate Manager will negotiate terms, in consultation with the City Solicitor/~~Clerk~~, and prepare the appropriate report on a proposed agreement of purchase and sale to ~~Council~~the Committee.

~~The above procedures apply to any municipal property which is not part of an approved Industrial Park. Where there is interest expressed in Industrial Park properties, the above procedure applies with the "Director of Economic Development" substituted for the "Real Estate Manager" in each case. The Director of Economic Development will keep the Real Estate Manager informed of the progress and will consult with the Real Estate Manager as required.~~

#### **E- License and Encroachment Circumstances**

Requests to occupy City property through an agreement which is less than a lease arise in two circumstances. The first is where City property is being occupied inadvertently. The second is where City property is either being occupied intentionally or is intended to be occupied intentionally in the near future, and consent of the City is sought. Leases in these circumstances are not practical because the property occupier does not seek exclusive occupation rights or because the occupation of property is not intended to end within a determinable time frame. Examples include circumstances where business awnings, eaves, or signs, or residential eaves or porches, overhang City road allowances, parks, or open spaces where structures are accidentally erected with small portions encroaching on or over City realty, where persons deed land to the City pursuant to the Planning Act, but that land is partially occupied by structures, where businesses seek permission to temporarily occupy boulevard property for sidewalk sales or cafés, etc.

The City's Encroachment By-law, No. \_\_\_\_, governs circumstances where City staff are authorized to grant encroachment agreements. ~~Where the circumstances of the encroachment are outside the scope of the Encroachment By-law, the Land Management Committee shall review the matter and provide input into a report from the Director of Economic Development who will make a recommendation to Committee and Council for approval.~~

Requests for encroachment agreements are processed by application to the Land Management Committee, which are received by the Realty Services Division.

**F- Short Term Licenced Use of Municipal Premises – Exemptions from this Scheme**

It is understood that the City staff person with management authority over each municipal facility may, with the consent of the Chief Administrative Officer, authorize the licencing of space within that facility. These licences will involve non-exclusive possession or shared use for short time periods, terminable at any time on short notice. Extent of occupation, term and consideration are at the discretion of the facility manager, with the consent of the Chief Administrative Officer, and subject to applicable law.

Examples include: short term storage or gathering space for Christmas donations for community groups and the use of municipal space by the Riverfront Festival.

Longer term occupations, even if non-exclusive, are not subject to this process, but to the processes described in Sections “C” or “D” (as applicable) of this policy.

The annual license program to use roadways for patios is separately administered by the Engineering and Corporate Assets Department.

The temporary occupation of roadways for construction, including driveway construction, is separately administered by road occupancy permits issued by the Public Works Department.

**G- Financial Considerations: Accounting for Proceeds from Leases, Licences & Sales**

In all circumstances, the proceeds from the lease or disposition of municipal property shall be first applied to the expenses associated with the sale or lease (i.e. advertising, surveys, legal and registration fees, appraisals, etc.).

Where municipal property is encumbered with a trust or other legal restriction on the disposition of the net proceeds, those proceeds will be administered in accordance with that legal restriction (for example, Planning Act restriction on use of funds from parkland sales).

As a general rule, the net proceeds from the sale of any municipal property will be deposited in a corporate account for future land acquisition and capital improvements to existing property (including demolition of structures).

Council may direct the net proceeds from the sale of any municipal property in a manner not provided for in this Policy.

# THE CORPORATION OF THE CITY OF KAWARTHA LAKES

## CORPORATE POLICY AND PROCEDURES

Category	Policy
	<b>LAND MANAGEMENT</b>

Policy No. 032 CAO 005

**DEVELOPED BY:** The Property Disposition Task Force

**APPROVED BY:** City Council

**DATE:** July 9, 2001

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### POLICY STATEMENT:

The Corporation of The City of Kawartha Lakes requires policies and procedures for land management. This policy statement sets out the philosophy, principles and procedures for the management of the inventory of property owned, or to be acquired, by the Corporation.

### AUTHORITIES:

Section 193 of the *Municipal Act, 2001* S.O. 2001, c. M.25, governs municipalities' obligations with respect to the disposition of real property.

Section 207 of the *Municipal Act, 2001* requires municipalities to adopt policies regarding the sale and other disposition of municipally owned land. To promote consistent, transparent and equitable processed in disposal in a manner consistent with the best interest of the City.

### RESEARCH/REFERENCES:

N/A



**SCOPE:**

This policy covers all real property owned or to be acquired by The Corporation of the City of Kawartha Lakes.

**DEFINITIONS:**

“City” refers to The Corporation of the City of Kawartha Lakes.

“Committee” refers to the Council sitting in Committee of the Whole, unless the Council has authorized a special ad hoc committee to deal with the issue in question. In those circumstances, the ad hoc committee is intended.

“Council” means the elected council of the City.

“Director” means the Director of Economic Development of the City.

“Land Management Committee” means a staff committee chaired by the Realty Services Manager composed of representatives of each of the departments of Community Services, Public Works, Development Services, Engineering and Corporate Services, as appointed by the Director of each relevant department. Realty Services Law Clerk provides a recording secretary function, and minutes of decisions are recorded for every meeting. The Land Management Committee is the administrative and legal arm for the management of the real estate portfolio owned by the City.

“Portfolio Management Team” means a staff committee co-chaired and project managed by the Office of Strategy Management (which also acts as recording secretary), co-chaired by the Realty Services Manager, and comprised of the Asset Manager and Manager of Building and Property. The Portfolio Management Team is the asset management function for the real estate portfolio owned by the City.

“Land Management System” refers to the policies and procedures outlined in this policy statement.

“Realty Services Manager” refers to a person employed by the City with that title. Where the City has not employed a person with that title, the term refers to the City Solicitor, or his or her delegate.

**BACKGROUND:**

Inquiries from residential property owners, businesses and public institutions such as school boards regarding acquisition or occupation of City-owned real estate or selling real estate to the City are received by all City departments and by Council. All inquiries should be directed to the Realty Services Manager. Having a comprehensive Land Management System comprised of an up-to-date City-owned property inventory, a list of surplus properties, a comprehensive profile of each property, established real estate procedures to evaluate inquiries, and a revised real estate disposition by-law, will enable the expeditious and prompt consideration of all inquiries.

All leases and licenses, including encroachment agreements, are held in the Clerks’ Office. The Clerks’ Office will notify the Realty Services Division of upcoming renewals 6 months prior to expiry of a tenancy where the City is the landlord. Where the City is the tenant, the Portfolio Management Team will consider the lease in light of long term portfolio planning, and make a recommendation to Council (report authored by the Manager of Building and Property, who shall

have jurisdiction over all City-owned buildings, regardless of their occupancy) with the assistance of the Realty Services Division.

Accounts Receivable manages all the invoicing related to leases and licenses, with the exception of temporary leases issued by Community Services of its buildings pursuant to the CLASS system.

To assist the Realty Services Manager (who is responsible for the management of the City's Land Management System) with recommendations to Council, a City staff Land Management Committee comprised of representatives from the departments of Development Services, Planning, Community Services, Engineering and Corporate Assets and Public Works has been established. This group's role is to undertake the ongoing analysis of each City-owned land parcel to determine present or future municipal need. The Realty Services Manager, after acquiring the Land Management Committee's input, together with that of the appropriate Ward Councillor (or Councillors where the property spans wards), prepares a Report for providing a recommendation to Council. However, with some requests to sell a particular City-owned property, the input provided by the Land Management Committee could indicate the municipal use opportunities require significant analysis before considering selling a property. In these situations, the City department with the identified, specific need (i.e., future road servicing corridor, recreation, etc.) for a particular property would complete an analysis (including acquiring input from the Land Management Committee) and provide a recommendation to Council.

To assist the Land Management Committee, the Portfolio Management Committee will establish a 5 – 10 year plan on a portfolio basis, for each community within the City of Kawartha Lakes. The Portfolio Committee will have regard to Council-approved plans, including but not limited to, asset management, parkland, transit, and affordable housing plans when determining long term planning for each community.

Acquisition of property for municipal staff occupancy is considered by the Portfolio Management Committee at least two years prior to occupation date. If Council agrees to acquire property, the Realty Services Manager (typically) negotiates an acquisition with property profile information provided by the City's Land Management Committee. There are exceptions to whether or not the lead negotiation person is the Real Estate Manager. One example involves public road allowance widenings acquired at little or no cost in conjunction with environmental assessments or agreements about fence maintenance. These, for example, are negotiated by the Director of Engineering & Corporate Assets. The Portfolio Management Team composition ensures that the City is in a position to acquire land in a timely manner with respect to its long term requirements, to maximize the options available to the City and ensure cost reduction. The Land Management Committee composition ensures that staff discuss processes regularly and all are kept informed about discussions in progress. Cross-corporate representation ensures that all relevant and appropriate input is received, such as input as to locations of underground services, potential land contamination, Wilson Estate or other trust implications, etc.

City Council makes all final decisions to purchase real estate and to sell or to retain or lease (above a certain cost and term threshold, established in by-law 2016-009) City-owned real estate.

Typically, real estate activity related to City-owned lands cover 5 areas as follows:

- A- Offers to sell or lease land TO the City;
- B- Offers FROM the City to purchase or lease from private (or other public) interests;
- C- Offers FROM the City to sell land, directly to certain individuals (lot expansions; road allowances) or on the open market (development land; building lots; surplus facilities);
- D- Third party inquiries to purchase, lease or occupy land FROM the City; and

E- Encroachment circumstances, whether or not intentional.

It is helpful to establish guidelines for determining the respective roles and responsibilities of the Departments represented on the Land Management Committee in relation to each of these five types of activity. This policy provides those guidelines and procedures.

The City's property disposition by-law (No. 2010-118) and encroachment authorization by-law (No. \_\_\_\_ ) are utilized by the Land Management Committee as appropriate.

#### **PHILOSOPHY:**

All dispositions of municipal realty shall occur at market value or greater.

#### **PROCEDURES:**

##### **Offers to sell or lease land TO the City**

Examples include:

- (a) School Boards offering surplus land to the City;
- (b) Conservation Areas offering land to the City;
- (c) CN Rail, Hydro One Inc., etc. offering surplus property corridors to the City; and
- (d) Private individuals who approach the City (i.e. waterfront homeowners; valley land owners, land for fences or road widenings).

Where persons approach the City to dispose of a property interest, the following procedure is followed:

1. All such offers are communicated to the Clerks in the Realty Services Division, regardless of the point of entry to the City (Clerk's office; Development Services; etc.).
2. The Realty Services Clerk contacts the owner (if necessary) to advise of process and timing or liaises with the appropriate departmental staff member (i.e. the Director of Engineering & Corporate Assets in circumstances of land-for-fence negotiations) to contact the owner.
3. The Realty Services Clerk takes the offer to the next regularly scheduled Land Management Committee for review. In cases of extreme urgency, a special Land Management Committee meeting might be required.
4. The Land Management Committee analyzes the offer, considering the City's need (or desire) for the acquisition or lease for municipal purposes and the significance of the land parcel in question, the City's ability to purchase, whether or not an appraisal is required, and appropriate funding sources.
5. Where members of the Land Management Committee agree upon the treatment of the offer, the Realty Services Clerk proceeds to draft a report to Council to obtain direction. Prior to finalization of the report, the content discussed with the appropriate Ward Councillor(s).
6. If the Land Management Committee does not agree on treatment of the matter, then the Realty Services Manager shall determine the direction to be taken.
7. If there is a significant corporate issue involved, then a co-ordinated response may be appropriate. All relevant departmental directors shall have input in determining the lead department for purposes of the report. A joint report may be necessary to Council in committee of the whole.

**A- Offers FROM the City to purchase or lease from private (or other public) interests**

From time to time, staff may recognize either a need or an opportunity for the City to occupy or acquire land for existing or future municipal purposes.

Examples include:

- (a) Desirable parkland or open space property (waterfront, neighbourhood or community parks);
- (b) Road extensions or widenings; and
- (c) Land required for new/expanded City facilities (new depot site, parking lots; arenas, pools, cemeteries, fire halls, contaminate attenuation zones, etc.).

In the case of road extensions or widenings, the lead department will be the Department of Engineering and Corporate Assets, as the one with responsibility for the subject matter in terms of policy or operations. It will undertake the research, analysis and reporting to Council on the policy context, financing, timing, need, location, etc. The lead department will consult with the Realty Services Division and any other appropriate sources (such as the Wilson Estate representatives or other potential third-party funding sources) prior to reporting regarding matters such as land values, appraisal reports, etc.

In the case of acquisitions for new / expanded City facilities, or for parkland, Portfolio Management Team will consider the need approximately 2 years prior to occupancy date. The Portfolio Management Team will advance a refusal / alternative plan to the requesting department or, in the case of a recommended acquisition, will advance the request to Council via report by the Manager of Building and Property in conjunction with the Manager of Realty Services.

Upon Council approval, the Realty Services Division will implement the resolution.

**C- Offers FROM the City to sell or lease land, directly to certain individuals (lot expansions; road allowances) or on the open market (development land; building lots; surplus facilities)**

Sometimes there is no clear market for a parcel of land (particularly remnant parcels remaining after implementation of a project) except to a select few interests. In those cases, although the by-laws require the advertisement of the potentially surplus lands, interest in them may not be expressed and may have to be solicited.

Examples include:

- (a) Sales or leases of land to legalize or regularize encroachments;
- (b) Sales of closed road allowances offered to abutting owners pursuant to section 66 of the Municipal Act, 2001; and
- (c) Sales of remnant parcels of land “leftover” after development to abutting owners as lot accretions.

In these circumstances, the Realty Services Manager has carriage of the matter and will report to Council in this regard.

#### **D- Third party inquiries to purchase or lease land FROM the City**

Interest is invited from members of the public or other agencies in any land the City currently owns, when it has been declared surplus. However, interest can and is expressed from time to time on land that has not been considered surplus or even potentially surplus – or even land that is under active City use and clearly not surplus. However, if an appropriate land exchange is part of the offer, or if the City facility would be better placed elsewhere (using purchase funds), it may well be appropriate to consider the offer regardless of whether or not the Land Management Committee has historically considered the land potentially surplus.

Examples include:

- (a) Lands owned by the City which are attractive to persons or corporations proposing to invest in the community; and
- (b) Lands owned and operated by the City which are strategically located for private economic interests, and not necessarily optimally located for the municipal operation.

Where persons approach the City with inquiries, the following procedure is followed:

1. All such inquiries are communicated to the Clerks of the Realty Services Division, regardless of the point of entry to the City (Clerk's office; Development Services; etc.).
2. The Realty Services Clerk contacts the person inquiring (if necessary) to advise of process and timing.
3. The Realty Services Clerk takes the inquiry to the next regularly scheduled Land Management Committee for review. In cases of extreme urgency, a special Land Management Committee meeting might be required.
4. The Land Management Committee analyzes the inquiry, considering the City's need (or desire) to retain the land for municipal purposes and the significance of the land parcel in question. At this time, other options for properties or facilities not previously considered surplus can be reviewed.
5. Where members of the Land Management Committee agree upon the treatment of the offer, the Realty Services Clerk proceeds to draft a report to Council for instruction.
6. If the Land Management Committee does not agree on treatment of the matter, then the Realty Services Manager shall determine which decision will be made and, if applicable, which recommendation will be made to Council.
7. In circumstances where property disposition by the City in response to an inquiry would require a significant change of use (Official Plan Amendment, Rezoning application, or plan of subdivision), then a representative from the Planning Department shall be in attendance at the Committee to provide advice.
8. If there is a significant corporate issue involved, then a co-ordinated response may be appropriate. All affected Directors shall have input in determining the lead department for purposes of the report. A joint report may be necessary, reporting to Committee or to Council.
9. If Council approves a course of action to sell or lease property, the Real Estate Manager will negotiate terms, in consultation with the City Solicitor, and prepare the appropriate report on a proposed agreement of purchase and sale to Council.

#### **E- License and Encroachment Circumstances**

Requests to occupy City property through an agreement which is less than a lease arise in two circumstances. The first is where City property is being occupied inadvertently. The second is where City property is either being occupied intentionally or is intended to be occupied

intentionally in the near future, and consent of the City is sought. Leases in these circumstances are not practical because the property occupier does not seek exclusive occupation rights or because the occupation of property is not intended to end within a determinable time frame. Examples include circumstances where business awnings, eaves, or signs, or residential eaves or porches, overhang City road allowances, parks, or open spaces where structures are accidentally erected with small portions encroaching on or over City realty, where persons deed land to the City pursuant to the Planning Act, but that land is partially occupied by structures, where businesses seek permission to temporarily occupy boulevard property for sidewalk sales or cafés, etc.

The City's Encroachment By-law, No. \_\_\_\_, governs circumstances where City staff are authorized to grant encroachment agreements.

Requests for encroachment agreements are processed by application to the Land Management Committee, which are received by the Realty Services Division.

#### **F- Short Term Licenced Use of Municipal Premises – Exemptions from this Scheme**

It is understood that the City staff person with management authority over each municipal facility may, with the consent of the Chief Administrative Officer, authorize the licencing of space within that facility. These licences will involve non-exclusive possession or shared use for short time periods, terminable at any time on short notice. Extent of occupation, term and consideration are at the discretion of the facility manager, with the consent of the Chief Administrative Officer, and subject to applicable law.

Examples include: short term storage or gathering space for Christmas donations for community groups and the use of municipal space by the Riverfront Festival.

Longer term occupations, even if non-exclusive, are not subject to this process, but to the processes described in Sections "C" or "D" (as applicable) of this policy.

The annual license program to use roadways for patios is separately administered by the Engineering and Corporate Assets Department.

The temporary occupation of roadways for construction, including driveway construction, is separately administered by road occupancy permits issued by the Public Works Department.

#### **G- Financial Considerations: Accounting for Proceeds from Leases, Licences & Sales**

In all circumstances, the proceeds from the lease or disposition of municipal property shall be first applied to the expenses associated with the sale or lease (i.e. advertising, surveys, legal and registration fees, appraisals, etc.).

Where municipal property is encumbered with a trust or other legal restriction on the disposition of the net proceeds, those proceeds will be administered in accordance with that legal restriction (for example, Planning Act restriction on use of funds from parkland sales).

As a general rule, the net proceeds from the sale of any municipal property will be deposited in a corporate account for future land acquisition and capital improvements to existing property (including demolition of structures).

Council may direct the net proceeds from the sale of any municipal property in a manner not provided for in this Policy.

# THE CORPORATION OF THE CITY OF KAWARTHA LAKES

## CORPORATE POLICY AND PROCEDURES

Policy	Policy No. C-195 ED 004
<b>Lease of City Owned Agricultural Land</b>	

**DEVELOPED BY:** Kelly Maloney

**DATE:** April 23, 2013

**DEPARTMENT:** Economic Development

**REVIEWED BY:** Agricultural Development Advisory Board

**DATE:** February 14, 2013

**APPROVED BY:** Council

**DATE:** April 23, 2013

**RESOLUTION NUMBER:** CR2013-398

**EFFECTIVE:** April 23, 2013

**CROSS-REFERENCE:**

**REVISIONS:**

### POLICY STATEMENT AND RATIONALE:

The Corporation of The City of Kawartha Lakes requires policies and procedures for land management. This policy statement sets out the philosophy, principles and procedures for the lease of agricultural land owned, by the Corporation.

The City owns several hundred parcels of land throughout the municipality. These lands were acquired for various reasons (buffer for landfill sites, county forests, lands committed by developers for parklands, etc). A few of the larger parcels of land are rented to local farmers for agricultural purposes. Within the former townships, the land lease policies were fairly informal and leases were either directly negotiated between the farmer and municipal official or was publicly tendered on an individual land tract basis. Since Amalgamation City of Kawartha Lakes staff have been continuing on with 'past practice' by responding to requests as they are received.

The policy provides for realization of fair rental values for the property and proposes a management approach of the land and property resource to maintain and enhance the value of the resource presently and in the future. The policy is structured so as to respond to all potential lessees equitably and in a timely fashion and the policy recognizes that there may be benefits to the City and tenant of longer term leases (up to five years, maximum) for a given parcel of land. The policy details how other necessary conditions such as access by City staff, conditions for early termination, responsibility for leasehold improvements (City or tenant) will be stipulated.

### SCOPE:

This policy will apply to the lease of all agricultural property owned by The Corporation of the City of Kawartha Lakes.

## DEFINITIONS:

“Agricultural land” refers to land suitable for agriculture production that is classified as being classes 1 to 5 lands based on the Canada Land Inventory.

“Agriculture Development Officer” refers to a person employed by the City with that title. Where the City has not employed a person with that title, the term refers to the Director of Economic Development, or his or her delegate.

“City” refers to The Corporation of the City of Kawartha Lakes.

“Council” means the elected council of the City.

“Director” means the Director of Economic Development of the City or his or her delegate.

“Farm land” refers to agricultural land.

## PROCEDURES:

The following would be the **procedures** for lease of City owned farm land:

The recommended policy for the Lease of Municipally Owned Agricultural Lands is intended to be fair and equitable to all parties and to maintain or enhance the current and future value of the property.

Preparations for the lease/license program of agricultural lands owned by the City would ideally begin during the summer months preceding the initial year of lease. If properties could be identified and advertised in early fall when they can be more easily viewed, then prospective bids can be more accurate than if there were no opportunity for site visit, or if there were snow covering the land. Allocation of winning tenders early in the calendar year will allow sufficient time for planning and ordering of necessary inputs by the lease holder.

It should be noted that that the Agriculture Development Officer would be not be bound to accepting the highest tender price for a given parcel of land. In the case where a lower bid is recommended, reasons supporting this recommendation will have to be made to Council.

With these points in mind, the recommended policy has been developed by the Agriculture Development Officer with input from the City’s Agriculture Development Advisory Board for rental of City owned farm land.

1. The Agriculture Development Officer would review, on an annual basis in early summer, the inventory of City owned properties larger than 40 acres in size to determine a preliminary list of properties for consideration of lease for the following calendar year.
2. The Agriculture Development Officer will confirm with other City Departments if there are other City interests for these properties (i.e. reasons that the property should not be rented or only rented for a short period of time such as year-to-year lease). For properties included on the final confirmed listing, the Agriculture Development Officer will prepare a description of the property and the available portion for agricultural lease, in collaboration with the Land Management Coordinator.
3. Assuming there are no other short-term uses for this land foreseen by the City, the land(s) for rental would be advertised publicly according to the City’s Purchasing Policy in September of each year. Within the advertised tender there will be specified dates



for public viewing of the properties by prospective bidders prior to the tender submission deadline. The leases are to be for a five year period for primary agricultural production only and the intended use is to be described within the bid. Bidders must have a Registered Farm Business number, indicate the means to generate primary agricultural production, and agree to follow Best Management Practice guidelines in the use of the property. Lands are to be leased on an as-is basis and any and all improvements required by the lease holder to generate the agricultural production will be at the sole expense of the lease holder.

4. Public tenders and or bids will be reviewed by the Agricultural Development Officer and other staff and Council members as required by the Purchasing Policy.
5. The Agriculture Development Officer, in collaboration with staff from Purchasing and the Departments having an interest in the property, will then formulate a recommendation to Council for five year license agreement(s) of the respective properties prior to the end of December for the following lease year.
6. The City's Solicitor will be responsible for drafting a lease in the form of a license in cooperation with the Agriculture Development Officer and Purchasing staff, which stipulates all conditions such as access to the property by City staff, conditions for early termination, a description of the intended use of the property, and that the lessee shall not sublet or assign the lease to any other individual or business.

**C- Financial Considerations: Accounting for Proceeds from Lease of City Owned Agricultural Land**

In all circumstances, the proceeds from the lease of agricultural municipal property shall be first applied to the expenses associated with the lease (i.e. advertising, surveys, legal and registration fees, appraisals, etc.)

As a general rule, the net proceeds from the lease of any agricultural municipal property will be deposited in the Economic Development Reserve Fund for use in projects related to Councils Strategic Priority on developing a knowledge-based economy with a focus on water and agriculture sectors.

Council may direct the net proceeds from the lease of any municipal property in a manner not provided for in this Policy.

# **The Corporation of the City of Kawartha Lakes**

## **Council Report**

**Report Number RS2018-006**

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**Date:** February 13, 2018

**Time:** 2:00 p.m.

**Place:** Council Chambers

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**Ward Community Identifier: All**

**Subject: Proposed By-law to Regulate Encroachments onto City Property**

**Author Name and Title: Robyn Carlson, City Solicitor and Acting Manager of Realty Services**

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### **Recommendations:**

**That** Report 2018-006, **Proposed By-law to Regulate Encroachments onto City Property**, be received;

**That** the City Lands Encroachment By-law attached as Appendix “A” be approved;

**That** the policy entitled “Dock Encroachments” attached as Appendix “B” to Report 2018-006 be adopted and numbered for inclusion in the City’s Policy Manual;

**That** the Consolidated Fees and Charges By-law 2016-206 be amended accordingly; and

**That** the necessary by-laws be brought forward for adoption.

**Department Head:**\_\_\_\_\_

**Financial/Legal/HR/Other:**\_\_\_\_\_

**Chief Administrative Officer:**\_\_\_\_\_

## Background:

Currently, the City has a by-law regulating encroachments onto City-owned parks<sup>1</sup>, but it does not have a by-law regulating encroachments onto City-owned property throughout the City.

As a result, when persons are encroaching on City property that is not a park (a road allowance, vacant surplus land, etc.) the City has only the *Trespass to Property Act* for enforcement purposes. This can be expensive and cumbersome, requiring a prosecution under Part 3 of the *Provincial Offences Act*. Before every conviction and fine under Part 3, a trial must be held. No one department, including Municipal Law Enforcement Office, has been delegated authority to enforce contraventions under the *Trespass to Property Act*. Accordingly, once the City is aware of an encroachment, usually a letter requiring the person cease encroaching is sent out by any number of Departments, and the matter goes no further. More often than not, the person continues to encroach.

The purpose of this Report is to introduce a City Lands Encroachment By-law, to give Municipal Law Enforcement the ability to issue tickets under Part 1 of the *Provincial Offences Act*. A trial is not required for conviction, making these offences much more efficient to prosecute.

Currently, the Engineering & Corporate Assets Department regulates the seasonal encroachments of patios on City sidewalks through a patio licensing program. There are no changes recommended to this program; the recommended City Lands Encroachment By-law (at Schedule B to that By-law, itself being Appendix A to this Report) simply sets out the fees, process and requirements.

Currently, Public Works issues entrance permits onto City roadways and issues road occupancy permits for temporary work on City roadways, including brushing. There are no changes recommended to this program; the recommended City Lands Encroachment By-law simply refers persons to the correct process.

In 2010, Council passed the following resolution with respect to docks on municipally owned shoreline road allowances:

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<sup>1</sup> By-law 2006-147; Regulate Public Parks and Facilities

**Moved by Councillor Luff, seconded by Councillor Strangway,**  
**RESOLVED THAT** Report LMC2010-048, *“Unauthorized Dock Placement on Municipally Owned Land within the City of Kawartha Lakes”*, be received; and **THAT** staff be directed to develop an Encroachment Policy for docks on municipal property based upon the following principles:

1. THAT such a policy be structured to deal with matters on the basis only where access to waterfront is being adversely affected;
2. THAT such a policy be structured to protect the general public’s interest in access to the waterfront;
3. THAT such a policy be structured to ensure the municipality’s rights as landowner, along with protecting the municipality from liability;
4. THAT such a policy contemplate a license, permit or encroachment agreement process for those residents wishing to ensure longer term use of municipal property and where previously referenced principles are not impacted; and

**THAT** staff be directed to bring forward a report to Council in 2011 with a DRAFT policy as outlined above.

**CARRIED CR2010-1206**

The proposed City Lands Encroachment By-law at Appendix A sets the framework for the Dock License Policy, and allows for non-contractual enforcement. The proposed Dock License Policy at Appendix B complies with the intent and terms set out in Council Resolution CR2010-1206.

Currently, Community Services issues 2 year licenses for docks at Thurstonia Park and Kenstone Beach (both shoreline road allowances). With the passing of the recommended Dock License Policy, these licenses will be shifted into the license program under the Dock Policy as they renew. The Dock Policy will be applicable to all existing and proposed docks on all shoreline road allowances and City-owned land throughout Kawartha Lakes.

The Land Management Committee, a Committee of Staff as set out in the Land Management Committee Policy 032-CAO-005, makes decisions with respect to all acquisitions, dispositions, leases and licenses of City owned land. Realty Services Division, pursuant to application to the Land Management Committee, also administers licenses to construct roadways on unopened road allowances. It is within this framework that the Encroachment Policy and Dock Policy land.

## **Rationale:**

The Realty Services Division presented to Council on the advantages of passing a City-wide Encroachment By-law, and considerations to a dock license policy. A copy of that presentation is attached as Appendix C.

With the exception of certain roadway boulevard encroachments (for flowers, etc.), as set out in Schedule A to the proposed Encroachment By-law, all

encroachments require agreement or are subject to enforcement by the Municipal Law Enforcement Office.

Section 3.1 of the Encroachment By-law sets out the cost to apply to the Land Management Committee for a license (\$125.00). This cost is currently set out in the Consolidated Fees and Charges By-law. Section 3.1 also sets out the annual cost of the license:

- \$125.00, for minor encroachments (stairs, small portion of a building, sign, etc.);
- \$150.00 for a dock or boathouse;
- \$200.00 for major encroachments (shed, garage, etc.);
- \$6,000.00 for co-location of equipment on City-owned tower / building; and
- \$13,000.00 for a tower.

When the City becomes aware of an unauthorized encroachment, the encroacher will be given 30 days' notice to remove the item. Failure to remove the encroachment within the 30 day period can result in the Municipal Law Enforcement Office issuing a ticket (a fine) to the owner and/or removing the encroachment and invoicing the encroacher for the costs of the removal. If not paid voluntarily, the amounts will be added to the tax roll of the encroacher, and collected like property taxes.

The Dock License Policy works within the framework provided by the Encroachment By-law. The Dock License Policy provides the process and considerations of the Land Management Committee in issuing a license, and the terms to that license.

### **Other Alternatives Considered:**

None.

### **Financial/Operation Impacts:**

\$25,000.00 has been placed in the 2018 Operating Budget for Municipal Law Enforcement Office, to pay for the removal of items for which recovery from the encroacher is eventually written off as uncollectable (for example, when the identity of the encroacher is unknown). Once budget actuals for 2018 are compiled, Staff will be able to better predict the cost of enforcing the Encroachment By-law proposed (Appendix "A").

At the end of 2018, once staffing implications are known, Municipal Law Enforcement Office may bring a Report to Council requesting additional staff to administer the by-law.

Community Services estimates that the current licensing program at Kenstone Beach and Thurstonia Park brings in \$44,000.00 to the City every two years, but takes 400 hours to administer for that two year period. By shifting from a 2 year license to a 5 year license, administration time will be reduced. The Dock Policy proposes to increase the docking fee from \$168.75 per two year period to \$150 per annum for a 5 year term, reflecting both the increased value of a longer term license and being in line with existing encroachment fees. By applying dock licensing throughout the entire City, revenue will increase. The increase in revenue is currently unquantifiable.

## **Relationship of Recommendations to the 2016-2019 Strategic Plan:**

The proposals set out in this report align with the strategic enabler of “Efficient Infrastructure & Asset Management”.

## **Consultations:**

Manager of Municipal Law Enforcement  
Director of Community Services

## **Attachments:**

Appendix A: Proposed Encroachment By-law



Appendix A -  
Proposed City Lands |

Appendix B: Proposed Dock License Policy



Appendix B -  
Proposed Dock Policy

Appendix C: Realty Services Division Presentation to Council November 21, 2017 “Encroachment & Trespass to Property”



Appendix C -  
Presentation of Realt

**Department Head E-Mail:** [rcarlson@kawarthalakes.ca](mailto:rcarlson@kawarthalakes.ca)

**Department Head: Robyn Carlson**

# The Corporation of the City of Kawartha Lakes

## By-Law 2018-

### City Lands Encroachment By-Law

#### Recitals

1. Whereas section 11(2)(4) of the *Municipal Act, 2001*, provides that a municipality may pass by-laws respecting public assets of the municipality acquired for the purpose of exercising its authority under the *Municipal Act, 2001*.
2. And whereas section 425(1) of the *Municipal Act, 2001*, provides that a municipality may pass by-laws providing that a person who contravenes a by-law of a municipality is guilty of an offence.
3. And whereas section 426(1) of the *Municipal Act, 2001* provides that no person shall hinder or obstruct, or attempt to hinder or obstruct, any person who is exercising a power or performing a duty under a by-law passed under the *Municipal Act, 2001*.
4. And whereas section 429 of the *Municipal Act, 2001* provides that a municipality may establish a system of fines.
5. And whereas section 446 of the *Municipal Act, 2001* provides that a municipality may proceed to do things at a person's expense which that person is otherwise required to do under a by-law or otherwise but has failed to do.
6. And whereas section 446 of the *Municipal Act, 2001* provides that the costs incurred by a municipality in doing a thing or matter under section 446 may be recovered by adding the costs to the tax roll and collecting them in the same manner as taxes.

**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,

**“Building”** shall include, but not be limited to, such things as porches, steps, staircases, awnings, and decks;

**“Commercial Patio”** means any encroachment onto City-owned lands that is not a permanent building or structure, but primarily consists of tables, chairs or other furniture established or used for the purpose of extending retail business operations or the serving area of a restaurant or tavern;

**“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;

**“City Owned Lands”** means lands owned by or leased or licensed to or under the management of the City, City easements, and shall include but



not be limited to any road, lane, public highway, right of way, the Victoria County Rail Trail, shoreline road allowance, unopened road allowance, park, woodland, greenbelt, storm water management facility, open space, municipal golf course, municipal cemetery, and lands in which the City holds any real property interest and all parts thereof, including any surface, grassed area, boulevard, ditch, curb, gutter and sidewalk;

**"Easement" or "Right-of-Way"** means an interest in land owned by another person, consisting of the right to use or control that land, or an area above or below it, for a specific limited purpose and expressly or by implication may preclude certain encroachments, including interests created by a license;

**"Encroachment"** means any type of vegetation, structure, building, man-made object or item of personal property of a person which exists wholly upon, or extends from that person's premises onto, City-owned lands and shall include any aerial, surface or subsurface encroachments and shall also include but is not limited to, any activity that results in a removal, addition, alteration, or material change to the City-owned Lands;

**"Encroachment Agreement"** means an agreement prepared by the City for execution by the City and a person by which such person is granted authorization to erect, place, or maintain an encroachment on City-owned Lands;

**"Expenses"** means any and all sums of money actually spent or required to be spent by the City and shall include but not be limited to all charges, costs, administrative fees, taxes, HST, outlays, legal fees, and losses;

**"Highway"** includes a common and public highway (as defined at section 26 in the *Municipal Act, 2001*), street, avenue, parkway, laneway, 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;

**"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.

**"Municipal Act"** means the *Municipal Act, 2001* or any successor thereto;

**"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.

**"Owner"** means the registered owner of a parcel of real property from which an encroachment emanates as such person is described in the records of the Land Registry Office;

**"Person"** means an individual, partnership, association, firm, corporation, business entity, club, incorporated group or organization, federal or provincial government, crown agent, school board and regional or other municipality;

**"Personal Property"** means any object or item of property (chattels and including fixtures) other than real property;

**"Premises"** means a parcel of real property under registered ownership and includes all buildings and structures thereon;

**"Realty Services Clerk"** means a person who holds that position.

**"Realty Services Manager"** 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.

**"Site Improvements"** shall include, but not be limited to, retaining walls curbs, and sprinkler systems; and

**"Unauthorized Encroachment"** means any encroachment not authorized by this by-law, any other by-law, statute, regulation, policy, or resolution of the City, or written agreement with or approval by the City (patio license issued by Engineering & Corporate Assets Department, road occupancy permit or driveway entrance permit issued by Public Works Department, or otherwise).

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.

This by-law shall not exempt any person from the requirement to comply with any other City by-law. In the event of conflict between the provisions of this by-law, of any encroachment agreement approved after the passing of this by-law, and of any other City by-law, the more restrictive provisions shall apply.

## **Section 2.00: Encroachments Prohibited**

- 2.01 No person shall erect, place, maintain, or carry on, or cause to be erected, placed, maintained, or carried on an encroachment of any kind on City-owned lands except as may be permitted under any by-law, statute, regulation, policy, resolution of the City, or agreement, or where permitted to do so by way of an encroachment agreement, and in accordance with the terms of that agreement, or otherwise in accordance with this by-law.

## **Section 3.00: Application for Encroachment – Land Management Committee**

- 3.01 Any person who wishes to erect, install, maintain, or carry on an encroachment on, or encroach upon, City-owned lands shall be required to submit a request to the Public Works Department for a road occupancy permit or driveway entrance permit, an application to the Engineering & Corporate Assets Department for a patio license, or a request to the Land Management Committee (defined per the Land Management Policy 032-CAO-005) via application to the Realty Services Division in all other cases, seeking permission to do so, together with drawings or plans sufficient to describe the encroachment to the City's satisfaction, and payment of the applicable non-refundable encroachment application fee as set by the City by-law from time to time.
- a) The application fee to the Land Management Committee shall be, for encroachment agreements entered into for the period January 1, 2018 to December 31, 2018, \$125.00 as per By-law 2010-118, and as amended upwards for future periods by the City per updates to the Consolidated Fees and Charges By-law 2016-206, at Schedule A-4.

- b) The annual fee for encroachment agreements granted per the Land Management Committee shall be:
  - i) \$125.00, for minor encroachments (stairs, small portion of a building, sign, etc.);
  - ii) \$150.00 for a dock or boathouse;
  - iii) \$200.00 for major encroachments (shed, garage, etc.)
  - iv) \$6,000.00 for co-location of equipment on City-owned tower / building; and
  - v) \$13,000.00 for tower.

## **Section 4.00      Review of Applications to the Land Management Committee**

- 4.01 The Land Management Committee will review the application and may object to the erection, installation, and maintenance of an encroachment on, or encroachment onto City-owned Lands or require that specific conditions be imposed in an encroachment agreement, on the basis that:
  - a) the encroachment interferes with the City's intent and purpose in holding the City-owned land;
  - b) the encroachment creates an unsafe condition;
  - c) the encroachment creates liabilities for which the City cannot assign full responsibility to the owner of said encroachment;
  - d) the encroachment creates a situation that is contrary to the any City by-law, City policy or resolution, or any provincial or federal regulation or legislation;
  - e) the encroachment interferes with work, plans, efforts, or initiatives of the City to maintain City-owned lands;
  - f) the encroachment interferes with any utility or other similar installation located on City-owned lands;
  - g) the applicant is unable to reasonably demonstrate a need for the encroachment;
  - h) the encroachment is not an aesthetic improvement or does not maintain the current aesthetics of City property;
  - i) the encroachment interferes with public use of the space or the general public interest in the space (reduced views, reduced ability to travel over or use the property in the vicinity of the encroachment, etc.); or
  - j) any other reason as set out by the Land Management Committee and communicated in writing to the applicant.
- 4.02 When there are objections from the Land Management Committee to the erection, installation, maintenance, or carrying on of an encroachment on any basis set-out in Section 4.01, the application will be denied by the Land Management Committee and the Land Management Committee, via the Realty Services Division, will notify the applicant In writing that the application has been denied and the reason therefore.
- 4.03 In the event that there are no objections from the Land Management Committee to the encroachment being applied for:
  - a) The applicant shall be required to execute an encroachment agreement and to pay the applicable encroachment agreement fee and annual fees as set out above. The form and content of the encroachment agreement shall be as established by the Realty Services Division and revised from time to time and may include additional conditions that are deemed to be appropriate to protect the City's interests; and

- b) Subject to the completion of the requirements under Subsection (a), execution of the agreement that will create a registered interest on title is as set out in section 5.04 of the Signing Authority By-law 2016-009, as amended. When the agreement is not registered on title, execution is as set out in section 5.05 of the Signing Authority By-law 2016-009, as amended.
- 4.04 An applicant who wishes to speak to an application that has been denied under Section 4.02 of this By-law may apply to the Clerks' Office to make a deputation before City Council at a Special Meeting of Council, in accordance with the procedural rules governing conduct at Council as set out in By-law 2014-266. In accordance with the Procedural By-law, Council may hear the deputation and decide to do nothing, or a Council member may, by direct motion on the floor of the following Regular Council meeting, refer the matter back to Staff to bring forward a Report and recommendation to Council for consideration.
- 4.05 Encroachment agreements exclusively related to buildings or site improvements may be for a perpetual term and registered on title. Generally, encroachment agreements will be for a term of five years, but may be for such other lesser or greater term, or include renewals or overhold provisions, as the Land Management Committee may advise. All encroachment agreements may be terminable by the City upon written notice.

## **Section 5.00      Registration of Agreements**

- 5.01 Encroachment agreements may be registered in the land registry office against title to the real property from which the encroachment emanates and all expenses in doing so shall be paid for in advance by the applicant to the City. Encroachment agreements under this By-law will be assignable or transferable to succeeding owners registered on title and subject to prior written notice to the City.

## **Section 6.00      No Vested Rights**

- 6.01 The execution of an encroachment agreement in respect of an encroachment does not create any vested right in the owner or occupant of the premises to which the encroachment is appurtenant, or in any other person; and the encroachment agreement may be terminated or suspended in accordance with the terms set out in this By-law or in the encroachment agreement.

## **Section 7.00      Access to Encroachments**

- 7.01 No person shall obstruct, hinder, or interfere with the free access to any encroachment on City-owned lands by a Municipal Law Enforcement Officer, an employee, officer or agent of the City.

## **Section 8.00      Removal and Restoration**

- 8.01 Where the City becomes aware of an unauthorized encroachment on City-owned lands, and:
  - a) the encroachment, in the opinion of any Municipal Law Enforcement Officer, poses an imminent safety hazard, the Municipal Law Enforcement Officer may, using City forces or independent contractors, at his or her discretion, remove, fill in, close up and secure the unauthorized encroachment and restore the City-owned lands to their former condition at the expense of the owner, such expense to be recovered in full in a manner provided in Section 9. The owner of any encroachment so removed shall be notified in writing by a Realty Services Division Clerk of said removal and the rationale therefore and, by way of invoice, the cost in relation thereto claimed by the City, as soon as reasonably practicable following said removal.

- b) the encroachment, in the opinion of a Municipal Law Enforcement Officer, does not pose an imminent safety hazard, a Realty Services Division Clerk may give notice in writing to the owner to, within 30 days of the date set out in the notice, remove, fill in or close up the encroachment, and to restore the City-owned lands to their former condition at the expense of the said owner.
  - c) Where the notice in section 8.01(b) is not complied with within 30 days of the date on the notice, a Municipal Law Enforcement Officer may, using City forces or independent contractors, at his or her discretion, remove, fill in, close up, and secure the unauthorized encroachment and restore the City-owned Lands to their former condition at the expense of the owner, such expense to be recovered in full in the manner provided in Section 8.00 provided, however, that:
    - i) If an application is made for an encroachment agreement within 30 days of the date on the notice, a Municipal Law Enforcement Officer shall not proceed to take such action until the application has been fully disposed of and in accordance with Section 8.01(e) and Section 8.02; or
    - ii) if a request for an appeal is made under Section 4.05 within 30 days of the date on the notice advising that an application has been denied, a Municipal Law Enforcement Officer shall not proceed to take such action until the appellant has had an opportunity to be heard by City Council or withdraws his or her request for a deputation and in accordance with Section 8.02.
- 8.02 Where an application has not been approved and has not been advanced to Council in accordance with Section 8.01(e) of this By-law, or where the matter has advanced to City Council and City Council has ultimately decided not to take direct action in the matter, and where written notice of such outcome has been delivered to an applicant by the Realty Services Division, the applicant shall, within 30 days of the date of such notice, remove or cause to be removed such encroachment and restore the City-owned lands to their former condition at no cost to the City and cease encroaching upon the City-owned lands. Where the encroachment has not been removed within 30 days of the notice, a Municipal Law Enforcement Officer may, using City forces or independent contractors, at his or her discretion, remove, fill in, close up, and secure the unauthorized encroachment and restore the City-owned lands to their former condition at the expense of the owner and the expenses associated therewith may be recovered in full in the manner provided in Section 9.00.
- 8.03 Any materials or structures forming part of or attached to the encroachment and removed by or on behalf of the City may, at the discretion of a Municipal Law Enforcement Officer, either be deposited at the owner's premises with consent of the owner, or shall become the property of the City without compensation to the prior owner and may be disposed of in a manner at the discretion of the Municipal Law Enforcement Officer.
- 8.04 The City shall not be responsible for any damage to materials or structures forming part of or attached to the encroachment, arising from the removal of any encroachment by or on behalf of the City, its employees or its agents. Without limiting the foregoing, a Municipal Law Enforcement Officer and any contractors hired to undertake work under this by-law together with any person under their direction may, in carrying out work authorized by this by-law take all reasonable steps required to secure any remaining portion of the materials and structure following removal of the portions thereof which encroach on City-owned Lands.

## **Section 9.00 Recovery of Expenses**

- 9.01 All expenses incurred by the City in connection with the removal of an encroachment, restoration of City-owned lands, and all other expenses in

carrying out the actions authorized under this by-law shall be paid by the owner and shall be due within 30 days of the billing date set out on the invoice and, in the event of failure to pay the entire amount due within the said 30 days, interest may be applied at the rate of 15% annually and at the discretion of the City and subject to applicable legislation, the outstanding balance of the invoice plus interest may thereafter be added to the tax roll of the property from which the unauthorized encroachment emanates for the year in which the expenses were billed and collected in the same manner as taxes.

## **Section 10.00    Infractions and Penalties**

- 10.01 Every person who encroaches on City property in contravention of section 2.01 of this by-law, or who obstructs an officer in contravention of section 7.01 of this by-law, is guilty of an offence and, on conviction, is liable to a maximum penalty as set out in section 61 of the *Provincial Offences Act* R.S.O. 1990, c.P.33, as amended from time to time or any successor thereof.

## **Section 11.00    Exceptions – Boulevards**

- 11.01 Notwithstanding any provision in this by-law, the owner of an adjacent property may, without any further approval from the City, create and maintain encroachments on boulevards in accordance with Schedule "A" to this By-law.
- 11.02 Any encroachments on a boulevard that is not in accordance with Schedule "A" shall only be permitted by way of an encroachment agreement.

## **Section 12.00    Exception – Post Boxes, Mail Boxes, Newspaper Boxes**

- 12.01 This by-law shall not apply to post boxes and mail boxes used for or by Canada Post collection or deliver services which are located on City-owned lands.
- 12.02 This by-law shall not apply to newspaper, magazine, or other similar boxes located on City-owned lands. Persons wishing to locate and maintain such boxes on City-owned Lands will be required to enter into another form of agreement with the City for permission to do so.

## **Section 13.00    Commercial Patios**

- 13.01 Commercial patios may be permitted only by way of an encroachment agreement and the provisions of Schedule "B" of this by-law shall apply to and be contained within all such agreements.

## **Section 14.00    General**

- 14.01 A Municipal Law Enforcement Officer may under this By-law, accompanied by any person under his or her direction, enter onto any land from which an encroachment emanates and into any encroaching building, structure, or parts thereof except for any room or place actually being used as a dwelling (which may only be entered in accordance with Section 430 of the *Municipal Act, 2001*) at any reasonable time for the purposes of determining whether there is compliance with this by-law including, but not limited to, confirming and determining property limit. A Municipal Law Enforcement Officer acting under this Section shall produce proper identification upon request.
- 14.02 Where work is authorized to be undertaken by or on behalf of the City pursuant to this By-law, the City may enter upon land and into structures for that purpose at any reasonable time in accordance with Section 427(2) of the *Municipal Act, 2001*. For this purpose, a Municipal Law Enforcement Officer and contractors hired to undertake work under this By-law

accompanied by any person under their direction, may enter onto the land from which the encroachment emanates and into any encroaching building, structure, or parts thereof except for any room or place actually being used as a dwelling (which may only be entered in accordance with Section 430 of the *Municipal Act, 2001*) at any reasonable time for the purpose of undertaking work authorized under this by-law. A Municipal Law Enforcement Officer or contractor hired to undertake work under this by-law and acting under this Section shall produce proper identification upon request.

14.03 The Manager of Realty Services or City Solicitor may suspend or terminate an encroachment agreement on behalf of the City for:

- a) breach of any of the terms of an encroachment agreement or of this by-law or any other City by-law; and
- b) on such other terms as may be set out in an encroachment agreement.

Further, the Manager of Realty Services or City Solicitor may suspend an encroachment agreement in the event that the City is undertaking or has authorized other including any utility or other occupant of the City-owned lands to undertake work on the City-owned lands and in which case no reinstatement fee shall be applicable and the owner shall remove the encroachment if so requested by the City during the suspension. In the event of such suspension or termination, the owner shall, upon deemed delivery of notice of such suspension or termination, immediately discontinue the use of the encroachment and remove the encroachment from the City-owned lands. If the owner of the encroachment fails to complete the removal within twenty-four hours of said notice of suspension nor termination, a Municipal Law Enforcement Officer may, using the City's forces or independent contractors, at his or her discretion, remove, fill-in, close-up and secure the unauthorized encroachment and restore the City-owned lands to their former condition at the expense of the owner and the expenses therewith may be recovered in full in accordance with Section 9.00.

14.04 A suspension under Section 14.03 shall be in writing from the Realty Services Division and shall be in effect for a minimum of 24 hours from the date and time of deemed delivery of such notice. An encroachment agreement that has been suspended under Section 14.03, may be reinstated by payment of the applicable reinstatement fee as established by the City from time to time, and the provision of evidence, when reasonably possible, to the satisfaction of the Realty Services Division that the reason for the suspension has been remedied.

14.05 Notices under this by-law shall be deemed sufficient if delivered in person, by regular mail, by facsimile, by courier, by electronic mail, or by registered mail to the address of the property from which the encroachment emanates and the last known address of the registered owner of the property from which the encroachment emanates, if different. Any such notice shall be conclusively deemed to have been given and received upon the same day if personally delivered or sent by facsimile, or, if mailed, three business days after same is mailed.

14.06 In this by-law, unless the context otherwise requires, words imparting the singular number shall include the plural, and words imparting the masculine gender shall include the feminine, and further, the converse of the foregoing also applies where the context so requires.

14.07 In addition to the provisions of this by-law, the City may at any time apply to a court of competent jurisdiction to require compliance with this by-law.

14.08 Notwithstanding any provision of this by-law, the application of this by-law is not intended to, nor shall it, expand the existing contractual rights of the City in its easements, rights-of-way, or any other partial interests in real property held by the City.

**Section 15.00: Effective Date**

15.01 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 13<sup>th</sup> day of February, 2018.

\_\_\_\_\_  
Andy Letham, Mayor

\_\_\_\_\_  
Cathie Ritchie, City Clerk



Schedule "A" To City Of Kawartha Lakes  
By-Law Number 2018-  
Passed This 13<sup>th</sup> Day of February, 2018

**Boulevard Encroachments not Requiring City of Kawartha Lakes Approval**

**Section 1.00 Definitions and Interpretation**

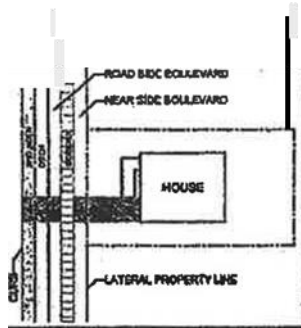
1.01 Definitions: In this Schedule "A"

**"Plant"** means any vegetation that is not a shrub, hedge, or tree.

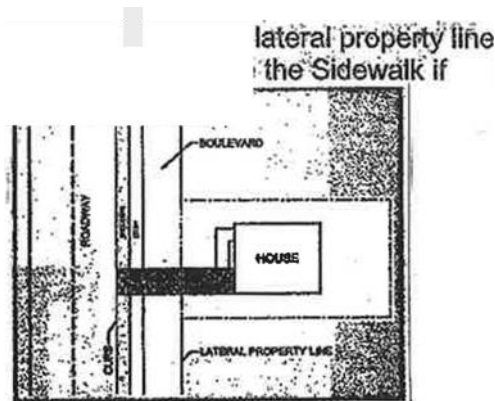
**"Road Side Boulevard"** means that part of a Highway located between a Sidewalk and:

- a) the Curb;
- b) the Shoulder; or
- c) the edge of a Ditch located furthest from the Curb, whichever is more distant from the Roadway;

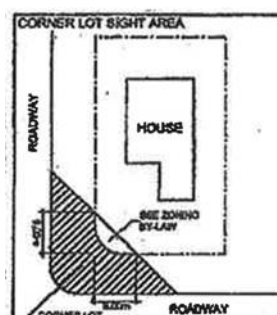
**"Near Side Boulevard"** means that part of a Highway located between the lateral property line, when a Sidewalk exists:



**"Boulevard"** means that part of a Highway located between the Curb or Shoulder of the Roadway or the edge of a Ditch furthest from the Curb, whichever is more distant from the Roadway, and the lateral property line of the Highway, but for greater clarity does not include the Sidewalk if one exists or a Ditch if one exists:



**"Corner Lot Sight Area"** means that part of a Boulevard adjacent to a corner lot that is bound by the Curbs of the intersecting streets and a line extending through the points on each lateral property line measured 9.0 metres from the point of intersection of the lateral property lines:



**"Curb"** means the lateral boundary of the Roadway, whether such lateral boundary is physically marked or not.

**"Director of Engineering & Corporate Assets"** means the Director of Engineering & Corporate Assets of the City of Kawartha Lakes or his or her designate or successor.

**"Ditch"** means that part of a Highway that was designed or exists for the purpose of storing or carrying storm water.

**"Hard Landscaping"** means any paving stone, boulder, stone, gravel, concrete, asphalt, rail, or any other hard material.

**"Roadway"** means the part of the Highway that is improved, designed or ordinarily used for vehicular traffic, but does not include the Shoulder.

**"Shrub"** means a low woody perennial plant usually having several major branches.

**"Sidewalk"** means the Improved portion of a Highway that is intended primarily for the use of pedestrians and is situated between the Curb or Shoulder of the Roadway, when one exists, and the lateral property line of the Highway.

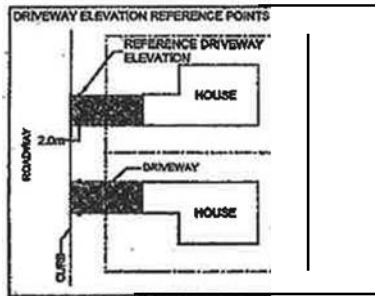
**"Shoulder"** means that part of a Highway which is not the Roadway and is immediately adjacent to the Curb and which has a paved or gravel surface.

- 1.02 The registered owner of a property may cause or permit landscaping on the Boulevard adjacent to his or her property, without any further approvals of the City of Kawartha Lakes, in accordance with the provisions of this Schedule "A".

## **Section 2.00 Planting**

- 2.01 No person shall cause or permit the planting of any material on any part of a Boulevard except a plant, hedge or shrub which is planted and maintained in accordance with the following:

- a) No plant, hedge, or shrub shall be permitted to be placed in, or to overhang, a Ditch, Shoulder, or Sidewalk.
- b) No hedge or shrub shall be permitted:
  - i) In the Road Side Boulevard, when a Sidewalk exists; or
  - ii) When no Sidewalk exists, less than 1.0 metre from the Shoulder, or where there is no Shoulder, less than 1.0 metre from the Curb; or
  - iii) Less than 1.0 metre from a fire hydrant.
- c) Adjacent to a corner lot, no plant, hedge, or shrub located in the Corner Lot Site Area shall be higher than 0.8 metres above the elevation of the nearest point on the nearest adjacent Roadway.
- d) No plant, hedge, or shrub on the Boulevard shall be higher than 0.3 metres above the elevation of the point at the edge of the nearest driveway located within 15.0 metres of such plant, hedge, or shrub, measured 2.0 metres from the Curb. In the event that there is no driveway located within 15 metres of such plant, hedge, or shrub, the height shall not exceed 0.3 metres above the elevation of the nearest point on the Roadway:



- e) Within 1.0 metre of a fire hydrant, no plant shall be higher than 0.3 metres above the existing ground elevation at the location of the plant.
- f) The owner of the land abutting a Boulevard shall at all times be permitted to lay sod, seed, and maintain grass in a Boulevard and a Ditch, but not on a Shoulder, Roadway, or Sidewalk.
- g) Notwithstanding any provision of this Section:
  - i. Where plants, shrubs, or hedges exceed the height restrictions imposed herein; and
  - ii. Where such plants, shrubs, or hedges do not create a sight line obstruction or other hazard, in the opinion of the Director of Engineering & Corporate Assets or the Director of Public Works or his or her designate;

the Director of Engineering & Corporate Assets or the Director of Public Works may approve the exceedance and in which case an encroachment agreement is not required.

### Section 3.00 Hard Landscaping

3.01 No person shall install or maintain or cause to be installed or maintained any Hard Landscaping within any Boulevard, except Hard Landscaping which is installed and maintained in accordance with the following:

[a\) Pursuant to and in accordance with a Driveway Entrance Permit issued by Public Works.](#)

~~a)~~b) The height of the Hard Landscaping shall not exceed the existing ground elevation at the location of the Hard Landscaping.

~~b)~~c) No Hard Landscaping shall be placed in a Ditch.

### Section 4.00 Islands and Centre Medians

4.01 No person shall plant or install any material or item in an island or centre median on any Highway without the prior approval of the Land Management Committee and the Land Management Committee may require a written agreement as a condition of such approval.

4.02 For the purpose of this Schedule "A", the following provisions shall apply:

#### Maintenance

- a) Notwithstanding any other City by-Law, except where the landscaping has been done by the City or under an agreement in accordance with Section 4.01, where any portion of a Highway is landscaped with any plant, hedge, shrub, Hard Landscaping or other material in accordance with this by-law, the registered owner of the property adjacent to the portion of the boulevard on which such items are placed, shall at all times maintain such items in a good and tidy condition.

#### Removal

- b) The City may at any time remove any plant, hedge, shrub, Hard Landscaping, tree or other material located on any part of the Boulevard or Highway, either in whole or in part, without

compensation, restoration or replacement to the person who originally installed the item;

- c) Any landscaping on any part of a Boulevard which is not consistent with this Schedule "A" and this By-law shall be subject to removal in accordance with the provisions of Sections 8.01, 8.02, 8.03, 8.04 and 8.05 of this By-law;

#### Exemptions

- d) Notwithstanding any provision in this by-law or Schedule "A", the registered owner of a property may install street trees on the Boulevard adjacent to his or her property, subject to an approved Boulevard Tree Planting Application from the City of Kawartha Lakes. Approval of such application shall be contingent on the proposed planting not interfering with the use, maintenance, and operation of the Boulevard, the Highway in general, or of any utility or other infrastructure. Any such tree, when planted, shall become the property of the City and the City shall in no way be liable to the adjacent property owner for damage, loss or removal.
- e) This Schedule "A" shall not apply to landscaping carried out by or on behalf of the City;
- f) Notwithstanding any provision herein and for greater clarity, the planting, maintenance and removal of trees on a Boulevard or Highway may also be governed by any applicable City by-Law in effect from time to time.

**Schedule "B" To City Of Kawartha Lakes  
By-Law Number 2018-  
Passed This 13th Day of February, 2018**

**Special Conditions Relating to Encroachment Agreements for  
Commercial Patios**

**Section 1.00      Operation**

- 1.01    Operation shall be limited to the period between April 1<sup>st</sup> to October 31<sup>st</sup> inclusive, of any year during the term of an encroachment agreement.
- 1.02    Operation shall be limited to the period between 7:00 a.m. and 11:00 p.m. and the commercial patio shall, at all other times, be closed.
- 1.03    The commercial patio shall at all times be operated in accordance with the City's Noise By-law                      , as amended from time to time, or any successor.
- 1.04    Cooking shall not be permitted within the commercial patio.
- 1.05    Any equipment located in a commercial patio that is not used on daily basis for a period of two calendar days or greater shall be removed by the owner from the City-owned lands.
- 1.06    No signage shall be permitted in the commercial patio with the exception of a menu displayed within the commercial patio or affixed to a fence delineating the commercial patio. Any such signage must comply with the City's Sign By-law.

**Section 2.00      Sidewalk Surface**

- 2.01    Artificial surfaces shall not be placed upon any part of the commercial patio unless expressly permitted in the encroachment agreement.
- 2.02    The commercial patio shall at all times be kept in a clean, tidy, and sanitary state free from papers, rubbish and debris of all kinds.

**Section 3.00      Fencing Requirements**

- 3.01    The commercial patios shall be enclosed with a non-permanent free-standing, fence around the perimeter of the commercial patio. Unless otherwise specified in the encroachment agreement, fencing shall meet the following requirements:
  - a)    Fencing shall not be permitted within 2.0 metres of a fire hydrant;
  - b)    Fence openings for entrance and exit shall have a minimum width equal that of the entrance of building from which the commercial patio emanates or 1.0 metres, whichever is greater;
  - c)    At least one fence opening shall be designed so as to permit as access by a person in a wheelchair;
  - d)    Fencing shall not be less than 0.8 metres in height nor more than 1.2 metres in height, but not greater than 0.8 metres in height when located within 30m of an intersection of streets, measured from the curb of said intersecting streets;
  - e)    Fencing shall not be located within 0.5 metres of an adjacent building without the express written permission of the owner of the adjacent building;
  - f)    Fencing shall not be located within 1.0 metre of the curb of a traveled roadway;
  - g)    Fencing shall not be affixed to any street furniture or fixture including, but not limited to benches, trees, bollards or poles;

- h) Fencing must be designed and installed in such a fashion that it can be easily removed; and
- i) Fence posts and rail must be constructed of materials to the satisfaction of the Director of Engineering or his or her designate. Fence posts must be of a rigid material such as metal, wood or plastic. The use of ropes and chains are permitted as fence rails. Fabric inserts are optional.



# Council Policy

Council Policy No.:	
Council Policy Name:	Dock Encroachments
Date Approved by Council:	February 13, 2018
Date revision approved by Council:	
Related SOP, Management Directive, Council Policy, Form	

## Policy Statement and Rationale:

The Corporation of the City of Kawartha Lakes requires policies and procedures to regulate dock encroachments onto City-owned land. This policy statements sets out the philosophy, principles and procedures for the management of privately-owned docks on land owned by the Corporation. This policy is to be used in conjunction with the City Lands Encroachment By-law.

Section 207 of the Municipal Act, 2001 requires municipalites to adopt policies regarding the sale and other disposition of municipally owned land. To promote consistent, transparent and equitable processes in disposal in a manner consistent with the best interest of the City.

## Scope:

This policy covers all real property owned or to be acquired by The Corporation of the City of Kawartha Lakes.

## Definitions:

All definitions herein are as set out int eh City Lands Encroachment By-law and the Land Management Policy.

## Background:

The City does not currently regulate dock encroachments on municipally-owned shoreline road allowances or municipally-owned waterfront property, with the exception of Thurstonia Park and Kenstone Beach (both of which are shoreline road allowances), which are currently managed by the Community Services Department.

Accordingly, many dock encroachments currently exist that have never been expressly permitted by the City, nor have been required to relocate.



# Council Policy

The Community Services Department issues a 2-year license for the docks at Thurstonia Park and Kenstone Beach.

In 2010, the City passed the following resolution:

***Moved by Councillor Luff, seconded by Councillor Strangway,***

***RESOLVED THAT*** Report LMC2010-048, “Unauthorized Dock Placement on Municipally Owned Land within the City of Kawartha Lakes”, be received; and

***THAT*** staff be directed to develop an Encroachment Policy for docks on municipal property based upon the following principles:

1. THAT such a policy be structured to deal with matters on the basis only where access to waterfront is being adversely affected;
2. THAT such a policy be structured to protect the general public’s interest in access to the waterfront;
3. THAT such a policy be structured to ensure the municipality’s rights as landowner, along with protecting the municipality from liability;
4. THAT such a policy contemplate a license, permit or encroachment agreement process for those residents wishing to ensure longer term use of municipal property and where previously referenced principles are not impacted; and

***THAT*** staff be directed to bring forward a report to Council in 2011 with a DRAFT policy as outlined above.

**CARRIED CR2010-1206**

That policy was never brought forward in 2011 as required by the resolution, and is now being brought forward otherwise in accordance with the direction.

The average dock length licensed under the Community Services program is 15 feet. Pursuant to the Consolidated Fees and Charges By-law 2016-206 Schedule D, a dock license costs \$11.25 per foot as of January 1, 2018 and is subject to increase annually (by cost of living index) pursuant to that by-law. The result is \$168.75 for a two year period.

## **Philosophy:**

Approval for 5 year term will issue where the conditions to approval have been met:

- Use does not adversely affect the use by others of the property (shoreline use will not be exclusive; dock use exclusive)
- Use does not adversely affect the ability of the City to use, access and maintain its property
- Use does not adversely affect the ability of the general public to use the area adjacent to the dock, and to access the water



## Council Policy

- Use does not result in overcrowding of the waterfront
- Use does not adversely affect the aesthetics of the area
- Federal and provincial permits are the obligation of the dock owner
- Use does not result in erosion or degradation of fish habitat
- Existing crib docks to be replaced with post/ floating docks upon repair
- Continued obligation to maintain and insure dock
- Payment: \$125.00 application to the Land Management Committee + \$150.00 per year
- Obligation to post permit number on dock and notice of private property

Upon default of any condition, can be revoked on 30 days' notice. Structures left following deadline for removal will be abandoned and City may remove and charge the applicant for the costs of demolition and removal (pursuant to the City Lands Encroachment By-law).

### **Policy:**

Where persons approach the City to locate a dock on City property, or to obtain approval for an existing dock on City property, the following procedure is followed:

1. An application is made to the Land Management Committee via the Clerks in the Realty Services Division.
2. The Realty Services Clerk takes the matter to the next regularly scheduled Land Management Committee – which meets monthly – for review.
3. The Land Management Committee analyzes the offer, considering the philosophy set out in this Policy.
4. When an application comes in for a new or existing dock in an area where other encroachments exist, whether pursuant to encroachment license or not, the Municipal Law Enforcement Office will notify all dock owners in the area of the requirement to make application for license within 30 days' of the notice, or to remove the dock within that time, or face removal pursuant to the Encroachment By-law. Once every dock in the area has either removed their dock, made application to the Realty Services Division for a license, or has had their dock removed by the Municipal Law Enforcement Office, the Land Management Committee will consider the applications for all docks in the area at the same meeting of the Land Management Committee, in order to provide fair and consistent treatment to all dock owners. Prior to contacting the owners for enforcement, the Ward Councillor will be notified.
5. If the Land Management Committee does not agree on treatment of the matter, then the Realty Services Manager shall determine the direction to be taken.



## Council Policy

6. Where a decision has been rendered not in favour of the applicant, the Ward Councillor will be notified of the decision.
7. Where a decision has been rendered in favour of the applicant, the Realty Services Division will notify the applicant of the decision, and the costs of proceeding with the application (\$150.00 per annum for a 5 year term). If a survey is required by the Land Management Committee, then a deposit sufficient from the applicant to cover the costs will be required along with the costs of the license prior to proceeding.
8. Once all costs are collected, the Realty Services Division will provide a license for execution to the applicant. Once an executed license and certificate of insurance is received by the Realty Services Division, the City Solicitor will execute the license in accordance with the Signing Authority By-law.

Where a complaint is made about an encroachment on City property, the Municipal Law Enforcement Office will advise the owner that he/she has 30 days to remove the dock or make application to the Land Management Committee for a license, or face removal, in accordance with the Encroachment Policy. If an application is made, the above process is followed.

### **Financial Considerations: Accounting for Proceeds from Dock Licenses**

In all circumstances, the proceeds from the license of municipal property will be deposited in a corporate account for future land acquisition and capital improvements to existing property (including demolition of structures).

Council may direct the net proceeds from the license of any municipal property in a manner not provided for in this Policy.

### **Revision History:**

#### **Proposed Date of Review:**

Revision	Date	Description of changes	Requested By
0.0	February 13, 2018	Initial Release	



## Council Policy


# Realty Services Division: New Land Sales Procedures as of 2017

Realty Services Division

November 21, 2017



# Changes to the Land Sales Process

- Enhanced public notification process:
  - Required by policy: 3 week newspaper circulation & listing on City website
  - New: What is required, plus: On site posting for 3 week period & [www.Realtor.ca](http://www.Realtor.ca) listing

# Changes to the Land Sales Process

- Enhanced determination of value process for property with development potential:
  - Required by policy: City property to be sold for, at least, its appraised value. List on City website.
  - Old procedure: Accept the first offer that equals the appraised value plus all costs associated with the sale
  - New: List also on [www.Realtor.ca](http://www.Realtor.ca). Hold all offers for a 10 day period, taking the greatest offer received in that period that is at least equal to or greater than appraised value plus all costs

# Changes to the Land Sales Process

- Enhanced determination of value process for road allowances (internal):
  - By-law 2010-118 allows the City, at its discretion, to dispose of road allowances to adjacent property owner for nominal consideration
  - The City has consistently exercised this discretion
  - The standard municipal practice is to charge FMV
  - New: Realty Services will begin recommending to LMC that road allowances be sold at FMV

# Comparables

Township of North Kawartha	<p>\$750.00 plus HST per each linear foot on lots allowances with water frontage</p> <p>\$0.06 per square foot plus HST on land locked concession or lot allowances</p>	\$200.00 Administration Fee
Municipality of Chatham-Kent	<p>Price negotiated by the Manager – may obtain appraisal if necessary</p> <p>If price cannot be agreed to between Manager and purchaser, application to purchase is denied</p>	
Township of Georgian Bay	<b>\$6.00</b> per square metre	\$550.00 Administration Fee
Township of Lake of Bays	<b>\$1.00</b> per square foot	\$650.00 Administration Fee
Township of Armour	<b>\$0.40</b> per square foot	\$500.00 Administration Fee
Township of North Frontenac	<p><b>\$250.00</b> for first 500 linear feet  <b>PLUS</b>  <b>\$3.00</b> per each additional linear foot</p>	\$1,000.00 Administration Fee
Township of Minden Hills	Appraised value	
Township of Selwyn	<p><b>\$1,000.00</b> for up to 100 feet of frontage  <b>PLUS</b>  <b>\$10.00</b> per each additional foot of frontage</p>	\$150.00 Administration Fee



# Changes to the Land Sales Process

- Enhanced determination of value process for road allowances (shoreline):
  - City currently values shoreline road allowances at \$1,625 flat fee + \$20/ linear foot (By-law 2010-118)
  - Recommended: Retain linear foot cost for rivers, increase linear foot cost to \$23/ linear foot for lakes

# Comparables

Municipality of Trent Lakes	\$40.00 per linear foot of water frontage	\$500.00 Administration Fee
Township of North Kawartha	<b>\$2,050.00</b> plus HST for up to 150 linear feet of water frontage (min \$13.7/linear foot) <b>PLUS</b> <b>\$15.00</b> per each additional linear foot of water frontage over 150 feet	\$200.00 Administration Fee
Township of Georgian Bay	<b>\$8.00</b> per square metre (\$48.84 / linear foot)	\$550.00 Administration Fee
Township of Lake of Bays	<b>\$0.40</b> per square foot (small lake) (\$26.4/linear foot) <b>\$0.75</b> per square foot (medium lake) (\$49.5/ linear foot) <b>\$1.00</b> per square foot (large lake) (\$66/ linear foot)	\$650.00 Administration Fee
Township of Armour	<b>\$0.40</b> per square foot (\$26.4/linear foot)	\$500.00 Administration Fee
Municipality of Whitestone	<b>\$2.00</b> per square metre for first 90 metres of frontage (\$12.21/ linear foot) <b>PLUS</b> <b>\$1.00</b> per square metre over 90 metres of frontage	\$1,000.00 Application Fee \$500.00 Administration Fee
Municipality of Highlands East	<b>\$500.00</b> for first 150 feet of water frontage (min \$3.3/ linear foot) <b>PLUS \$2.00</b> per additional foot	\$250.00 Administration Fee
Township of Algonquin Highlands	<b>\$0.40</b> per square foot (\$26.4/linear foot)	
Township of North Frontenac	<b>\$0.15</b> per square foot (\$9.9/linear foot)	\$1,000.00 Administration Fee
Township of Selwyn	<b>\$2,500.00</b> for up to 100 feet of water frontage <b>PLUS \$25.00</b> per each additional foot of water frontage (min \$25/linear foot)	\$150.00 Administration Fee

# Changes to the Land Management Committee – land sales function

- Existing: Land Management Committee acts in a reactive nature to process individual requests from the public with respect to land sales
  - Property Disposition Task Force acted as the asset management function
- New: Portfolio Management Team acts as the asset management function

# Land Management Committee: A Background

- Developed by the Property Disposition Task Force and approved by Council in 2001
- Scope: Land sales and land leasing, reactive
- Committee members: representatives from Corporate Services (Manager of Corporate Assets); Community Services, Public Works, Economic Development, chaired by the Manager of Realty Services

# Portfolio Management Team: An Introduction

- Scope: Proactive, corporate-led rationalization of the corporate portfolio. Project management of multi-year corporate projects involving the acquisition, disposition and leasing of land.
- Team Members: CAO, Strategy Management Office (co-chair), Community Services/ Building and Property (co-chair)
- Realizes on CR2015-256, directing PDTF be re-instated and that terms of reference for PDTF be brought back to Council

# Surplus Lands Disposition

## Process under PDTF

- Review all property by ward for potential surplus and sale
- Resulted in large time delay (several years) between when a property was declared surplus and when it was sold

## Process under PMT

- Review property in small batches in a just in time to market manner
- Timing guided by 10 year Asset Management Plan, requiring annual land sales target of \$600,000.00

# Leasing and Licensing Portfolio

- Former process: Reactive and fragmented.
- New process: PMT considers the upcoming needs of all departments, using the approved Council Master Plans as guidance. Integrated with property acquisition/disposition process.
  - All property considered corporate and maintained by Building and Property.
  - PDTF rationalizes existing leasehold interests

# Guiding Documents

## Land Sales

- Land Management Policy (032-CAO-005)
- By-law 2010-118
- Disposal of Real Property Policy (C-204-DEV-001)

## Land Purchases

- Land Management Policy (032-CAO-005)

## Land Leasing (as Landlord)

- Land Management Policy (032-CAO-005)
- Council Resolution CR2017-188: Industrial/Commercial leases at the lesser of FMV and full cost recovery

## Land Leasing (as Tenant)

- Land Management Policy (032-CAO-005)



# Next Steps

- Realty Services will bring a Report to Council, recommending changes to By-law 2010-118 with respect to the unit prices for shoreline road allowances and road allowances (internal)
- Realty Services will bring a Report to Council, recommending amendment to the Land Management Policy 032-CAO-005 to add Terms of Reference for the Portfolio Management Team
- Realty Services will bring a Report to Council, recommending amendment to the Land Management Policy 032-CAO-005, to provide further guidance in the form of Acquisition, Leasing and Licensing Principles for City-owned Property

# **The Corporation of the City of Kawartha Lakes**

## **Council Report**

**Report Number CS2018-004**

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**Date:** February 13, 2018

**Time:** 2:00 p.m.

**Place:** Council Chambers

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**Ward Community Identifier:** Ward 2

**Subject:** Coboconk Medical Centre Update

**Author Name and Title:** Craig Shanks, Director of Community Services

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### **Recommendation(s):**

**That** Report CS2018-004, **Coboconk Medical Centre Update**, be received;  
and,

**That** Staff be directed to terminate the lease of a temporary facility for the purposes of the provision of a Medical Centre in the community of Coboconk at the end of the current lease term (January 2019).

**Department Head:**\_\_\_\_\_

**Financial/Legal/HR/Other:**\_\_\_\_\_

**Chief Administrative Officer:**\_\_\_\_\_

## **Background:**

At the Council Meeting of December 13, 2016, Council adopted the following resolution:

**RESOLVED THAT Report BP 2016-003, Coboconk Medical Centre – Building Issues, be received; and THAT staff be directed to bring back a report in 2017 for Council with options for consideration on the future of the Coboconk Medical Centre to be incorporated into the 2018 Capital Budget.**

**CR2016-1267**

As previously mentioned, in a separate report to Council from Realty Services the City reviewed whether and how the City should continue to provide building space accommodation for commercial businesses/medical centres in City-owned buildings.

The March 7, 2017 Council resolution is:

**RESOLVED THAT the City Solicitor and the Realty Services Division of Legal Services be directed and authorized to enter all future agreements (including renewals of existing agreements) with third party users of City-owned spaces in accordance with section 106 of the Municipal Act, 2001. Specifically and for greater certainty: to enter into agreements for the lease of City property to commercial or industrial businesses, and all for-profit entities for at least fair market value;**

**THAT staff be directed and authorized to enter into all future agreements (including renewals) with such individuals/businesses for the greater of fair market value and full cost recovery, inclusive of capital costs, operating costs, utilities and taxes; and**

**THAT staff create and advance Policy for adoption in accordance with the above.**

**CR2017-188**

This report addresses that direction.

## **Rationale:**

As reported in late 2016 the Coboconk Medical Centre facility has significant structural issues and is currently scheduled for demolition in 2018. A temporary facility has been provided in order for medical services to continue in the community. Costs associated with the supply of the temporary facility have been

included in the 2018 Operating Budget, therefore a status quo service level can continue for the remainder of the year. The old Coboconk Medical Centre Facility is planned for demolition and has been included in a recent RFP for Demolition of Surplus City Facilities (report for award on the February 13<sup>th</sup> Council Meeting Agenda).

Also reported in 2016 were potential options related to the Coboconk Medical Centre facility. A copy of this Report, BP2016-003, is provided in Appendix A to this report. Staff have been communicating with medical providers, community groups and other municipal departments to gather additional information in order to make further recommendations related to this facility. The various options address Council's resolution to only lease city space at fair market value in all future agreements.

Staff are also recommending that the City should no longer be in the service of providing commercial space for the purpose of leasing to medical practitioners for their business. Subsequently, if Council chooses to provide to assist with this service the development of a Grant Program is recommended. The Private Sector is in fact better positioned to offer demanded space for medical practitioner services in communities and is more in line with Core Services decisions of Council and the City.

The City is reviewing these non-market value leases as they expire including the Kirkfield Medical Centre.

### **Other Alternatives Considered:**

The following recommendations are possible resolutions for Council to consider:

**That** Council direct staff to negotiate a long-term lease for the provision of Medical Services in Coboconk in a temporary facility (status quo).

Or

**That** Council direct staff to investigate the cost of erecting a permanent facility for the provision of Medical Services in Coboconk.

Or

**That** Council direct staff to investigate the provision of Medical Services in a city-facility in a different community (ie. Kirkfield).

Or

**That** Council direct staff to investigate the development of a Grant Program for the purposes of supporting the provision of Medical Services throughout the City.

## **Financial/Operation Impacts:**

Funding for the temporary facility has been supported through the 2018 Operating Budget. There is no further impact to the budget based on the information within this report.

## **Relationship of Recommendation(s) to the 2016-2019 Strategic Plan:**

This report speaks to the City's Strategic Plan in two important aspects:

- It supports the Goal of An Exceptional Quality of Life by supporting a key priority of Access to Community and Human/Health Services.
- It supports a key enabler of the Strategic Plan to have Well Managed and Maintained Assets that will make possible Efficient Infrastructure and Asset Management.

## **Review of Accessibility Implications of Any Development or Policy:**

N/A

## **Servicing Implications:**

N/A

## **Consultations:**

City Solicitor  
Manager of Building and Property  
Various Community Organizations/Members

## **Attachments:**

Appendix A: Staff Report BP2016-003



BP2016-003Cobocon  
kMedicalCentre-Buildi

**Department Head E-Mail:** cshanks@kawarthalakes.ca

**Department Head:** Craig Shanks

# The Corporation of the City of Kawartha Lakes

## Council Report

Report Number BP 2016-003

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**Date:** December 13, 2016

**Time:** 2:00 p.m.

**Place:** Council Chambers

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**Ward Community Identifier:** Ward 2

**Subject:** Coboconk Medical Centre – Building Issues

**Author/Title:** Jörg Petersen, Manager Building and Property

**Signature:**

Craig Shanko  
on behalf of  
Jörg Petersen

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**Recommendation(s):**

**RESOLVED THAT** Report “BP 2016-003 Coboconk Medical Centre – Building Issues” be received; and,


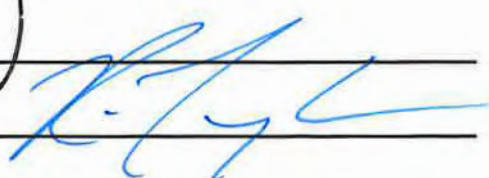
**THAT** staff be directed to bring back a report in 2017 for Council with options for consideration on the future of the Coboconk Medical Centre to be incorporated into the 2018 Capital Budget.

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**Department Head:**

**Corporate Services Director / Other:**

**Chief Administrative Officer:**

**Background:**

The Medical Centre was constructed in 1974. It is located at 21 Grandy Road in Coboconk. The building was designed and constructed by the then Township of Bexley, as a purpose-built medical centre. It has been continuously occupied as a medical centre since it was constructed. Building space comprises two floors with a total of 4,396 sf. Of that the medical services occupy about 3,200 sf (including basement storage space). Occupancy is as follows:

- Medical Centre (Dr. Warsi). Practice that is open 5 days a week.
- Dental Clinic (Dr. Chung). Practice functions every second Saturday.
- Some small storage space for community groups.

The above are the only medical service providers in the community. The building space was intended to attract and retain medical practitioners to the community and surrounding area. The existing lease has expired and as a result the current arrangements for the building space is without any formal lease agreement. Dr. Warsi has been practicing at this location since 1992, and Dr. Chung has been practicing there since 2003.

Dr. Warsi's practice has two staff. The practice provides a range of services to over 3,000 patients including:

- General practice and family medical care.
- Diabetic clinic.
- Lab services.

Dr. Chung's practice provides general dental service to over 500 patients.

Operation and maintenance of the building is carried out by the Building and Property Division of the Community Services Department. That includes all services and occupancy costs, excepting the costs for propane and phone service, which is paid by Dr. Warsi. There have previously been lease agreements in place for these occupancies. Those agreements are lapsed. Operation of the medical centre is supported by the Coboconk Medical Centre Trust, an independent community-based organization. That organization funds the equipment and supplies. Operation of the dental clinic is funded entirely by Dr. Chung. All dental equipment and supplies at the clinic are provided by Dr. Chung.

The City currently funds the Victorian Order of Nurses (VON) annually, which in turn funds the practice of Nurse Practitioners in City-owned sites in Kirkfield, Lindsay and Bethany.

To advance the initiative of doctor recruitment, the City pays the Kawartha Lakes Health Care Initiative (KLHCI) operating funding each year to support their recruiter position (based out of the hospital). The City's Doctor Recruitment Reserve funds recruitment incentives through KLHCI.

Community Services staff identified a problem with the brick veneer at the rear of the building on September 9, 2016 as part of a routine maintenance check. A follow up inspection determined that the brick was coming away from the wall. It was determined that the cause was likely structural in nature. Action was taken to secure the area from hazard of falling brick and arrangements were made to have the building inspected by a structural engineer.

AMR Engineering Limited was retained. Examination was done by a staged approach of opening up the wall in an effort to avoid more significant structural failure. AMT engineering attended the site a number of times through this process to document the condition in relation to the construction drawings and other City records. Examination confirmed the building suffers from a structural problem that is caused by shortcomings in the original design and construction of the building. These shortcomings undermined structural integrity creating a condition where the load causes a force to tilt the wall out of alignment. The shortcomings also caused moisture to build up in the wall. Over time these two shortcomings caused gradual movement of the wall, failure of the metal ties that bind the brick and block together and a cracking of the mortar joints and masonry units. The effect of this has been gradual over the life of the building and is now at a point where the metal ties have sufficiently broken away leaving the wall buckled and the brick veneer has pulled away from the wall. Examination of the building indicates that the worst effect is experienced along the rear/south wall of the building. However the other exterior walls of the building suffer from the same design/construction shortcomings. Each wall is showing effects from this, the front/north wall in particular.

The condition is serious enough to pose a hazard for occupant safety. To address the more immediate concerns shoring has been installed to take up some of the loading on the exterior walls. This was done by installing heavy gauge steel posts along the interior of the building walls. This action necessitated some rearrangement of the medical centre layout. The shoring that has been installed is a temporary measure only. It is not a solution for the structural problem. And, as necessary as it is, the posts and associated spread footings pose a trip hazard inside the space.

Community Services staff issued a letter to inform building occupants and users about the issue and advise that the City is reviewing how to best resolve the problem. Staff have had brief discussion with both Dr. Warsi and Dr. Chung.

Staff also provided to Council a Capital Project submission for consideration by Council for a permanent building solution, and other potential options, for the Coboconk Medical Centre. This report has been provided to allow Council more detail on the concern and current situation/status of the facility.



**Rationale:**

The final report from AMR Engineering (Appendix A) advised that the structural integrity of the building is compromised to the extent that it recommends "...the building be vacated immediately and remain vacated until all remedial works have been completed". Concurrent to the engineering review staff also sought advice from the City's Insurer, Frank Cowan Company (Appendix B). The Insurer recommended that an "...alternative location for the medical centre be pursued immediately", and further that otherwise continuing to operate from the existing building "...will increase liability exposure ... and potentially impact [insurance] coverage".

Community Services staff have investigated and is pursuing action to relocate medical operations to a temporary facility and close the existing building. This action will be treated as an Emergency Procurement considering the conclusions of the engineering and insurance/risk management reports. As per the approval of the City's 2017 Budget, these arrangements are being made to install a temporary facility in the parking lot adjacent to the existing building. This facility will provide interim accommodation for the medical centre and dental clinic while the City reviews its approach to providing space for commercial businesses in general, and medical centres more specifically. It is felt that the medical services can be accommodated in less space than presently being provided. The temporary facility will provide about 2,100 sf.

It is understood that a final decision on the provision and method of provision of a municipal Coboconk Medical Centre is pending the report in Q1 2017 from Legal/Realty Services on 3<sup>rd</sup> Party Leases. Pending the results of that report Community Services staff will then prepare a follow-up report on costing options for the future of the Coboconk Medical Centre which will inform the 2018 City Capital Budget submission.

**Other Alternatives Considered:**

A review of building space available in the Coboconk area for use as a temporary space solution was conducted. No suitable space was found to be available without committing to significant investment. An investigation of potential space outside of Coboconk was also reviewed but it was deemed, that at least in the short-term, this would not be a suitable alternative for either the medical services providers or their clientele. For that reason current action to provide a temporary facility is being investigated using a portable modular building solution. This has been determined to be the best short-term cost solution. It is proposed that this temporary facility be in place for as long as required until the City determines how to proceed with 3<sup>rd</sup> party leases in our facilities, and specifically the provision of City building space to medical practitioners.

As previously mentioned, a separate report to Council is pending from Realty Services to review whether and how the City should continue to provide building space accommodation for commercial businesses/medical centres in City-owned

buildings. That report is slated for Q1 2017 and should set policy that will have a bearing on the approach for Coboconk.

Once direction concerning a City policy to guide the provision of accommodation for commercial businesses/medical centres is provided, and assuming building space for Coboconk is included in that, it will be necessary to have already completed a review of the cost feasibility of building options. For that purpose staff have done some initial legwork on costing and propose to carry out a more detailed review of the following options to determine which can provide the right solution in the most cost-effective manner.

The options proposed for review of a possible permanent solution for the Coboconk Medical Centre are (in no particular order of preference):

1. Restore/repair the existing medical centre building.
2. Construct a new building at the existing location.
3. Investigate feasibility to relocate the services to another city-owned building at another community outside of Coboconk.
4. Investigate feasibility to acquire privately-owned building within the Coboconk area to be configured for the medical services (lease or purchase).

It is also recognized that the City may choose to not provide the services of building space in a municipal facility for the Coboconk Medical Centre and rather have it located in a privately owned building.

#### **Financial Considerations:**

For the purposes of this report, as a "For Information Report", there are no financial implications. Council has endorsed a 2017 Operating Budget item to allow staff to proceed with the installation of a temporary facility that will house the Coboconk Medical Centre operations for 2017.

A very preliminary review of estimate of costs for the provision of a permanent building solution for the Coboconk Medical Centre was previously submitted to Council as part of the 2017 Budget and Business Plan submission on November 15th. This Council report has been authored to provide Council further information and background of the item. A follow-up report will be brought to Council in 2017 for assistance with forming the 2018 Capital Budget with a costing analysis on the various options.

The estimated costs associated with provision of the temporary facility for a 12 month period is \$ 74,301. (not including taxes). Depending on the direction the City takes on both this specific item, Coboconk Medical Centre, and the larger 3<sup>rd</sup> Party Tenant item, that timeframe may/could be shortened or lengthened. The breakdown for these costs is as follows:

Cost Items		Estimated Cost	Note
T1	Delivery and Installation and Set-Up of Building	\$ 23,484.00	Includes; Temporary water/waste water holding tanks and equipment.
T2	Monthly Rent	\$ 2,600.00 / Month	
T3	Dismantle, Remove from Site and Return	\$ 14,117.00	
T4	Electrical Service	\$ 3,000.00	Estimated
T5	Permits	N/A	
T6	Contingencies	\$2,500.00	

It would be anticipated that the review of the cost feasibility of a permanent building option for the Coboconk Medical Centre, if Council supports such action, would have a cost associated with it. This review would provide full costing assessments on the four (4) options and a comparative analysis.

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

This report speaks to the City's Strategic Plan in two important aspects:

- It supports the Goal of An Exceptional Quality of Life by supporting a key priority of Access to Community and Human/Health Services.
- It supports a key enabler of the Strategic Plan to have Well Managed and Maintained Assets that will make possible Efficient Infrastructure and Asset Management.

**Review of Accessibility Implications of Any Development or Policy:**

A review by Legal/Realty Services of City Policy regarding the provision of building space for occupancy by third parties, including space for medical service providers is pending. This will have implications for deciding the provision of building space, not just for the Coboconk Medical Centre, but for all relationships the City has with medical practitioners that utilize City building space.

**Servicing Comments:**

N/A

**Consultations:**

Insurance and Risk Management Division  
Legal/Realty Services Division  
Human Services Department  
Building Services Division  
Communications Division

**Attachments:**

1. Report from **AMR Engineering Limited** Structural Engineers



1762-20161111-LTR-  
COBOCONK MEDICAL

2. Report from **Frank Cowan Company** (Insurance and Risk Management)



City of Kawartha  
Lakes - Coboconk Medical Centre

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<b>Department Head:</b>	<b>Craig Shanks</b>
<b>Phone:</b>	<b>(705)324-9411 ext 1304</b>
<b>E-Mail:</b>	<b><u><a href="mailto:cshanks@city.kawarthalakes.on.ca">cshanks@city.kawarthalakes.on.ca</a></u></b>



November 11, 2016

**AMR Project No.: 16-1762**

Wilcox Architects Inc.  
74 Lindsay Street South  
Lindsay, Ontario  
K9V 2M2

Attention: Mr. Glenn Wilcox

**RE: Coboconk Medical Centre**  
**Structural Assessment Report No. 3**

**1.0 Introduction**

AMR Engineering Limited carried out a follow up visit of the structure at 21 Grandy Road (Coboconk Medical Centre) in Coboconk, Ontario on October 31, 2016 to perform a visual structural review of the existing south block wall and lintels after at certain locations along the south wall face bricks were removed as per recommendations from our second report dated October 20, 2016. As requested, the purpose of the review was to assess the condition and structural stability of the south exterior wall and make recommendations on any immediate remedial work required. This review was made on random sampling basis with no attempt to review or inspect every element or portion of the building.

**2.0 Field Observations**

Approximately 2'-0" wide strips of exterior face bricks and rigid insulation were removed on two sides of the south-west window (consultation room #9) exposing the existing 10" block wall above the window and 6" block wall below as recommended on our second report dated October 20, 2016 (Picture #1). Adjustable jacks at two ends of window bearing on foundation wall have been provided to support the 10" block wall above (Picture #2).

As previously described, exterior above grade perimeter walls of the building are cavity walls from ground floor to ceiling height. Cavity wall construction consists of 6" block and 4" brick wythes with 1" thick rigid insulation and 1" air space. 10" concrete block is built above the cavity wall with outside face of block flush with outside face of brick and

rigid insulation on interior face. Metal cladding band has been provided all around on outside face at top.

Similarly as in the areas that were previously exposed cross ties are severely corroded, elongated and have broken free from longitudinal rod in brick face (Picture #3). The existing 10" block wall above the windows that has been exposed has noticeable cracks close to the hinge location at the bottom (Picture #4). At the interior face of the hinge location there is an approximately 1" gap between the 6" block wall and the 10" block wall (Picture #5). 10" block wall and lintels above the windows appear to have turned as the bottom portion has moved outward. Lintel above the window does not have proper bearing at both ends.

Interior temporary shoring along north and south elevations has been installed and is in general accordance with details provided in our sketches dated October 20 and 25, 2016 (Pictures #6, 7)

### **3.0 Discussions, Conclusions and Recommendations**

The observations described in Section 2.0 confirm our previous concerns that the inner wythe (6" block) of the south cavity wall may also be damaged due to movement of exterior brick.

As previously noted interior 6" block has undergone some movement as evident from opening up of vertical joints on inside between south wall and 4 block partitions walls butting perpendicular to the wall. The face brick pulling appears to have pulled out interior block wythe at some locations where cross ties are still effective (Photo #8). The 6" interior block wall is on average approximately  $\frac{1}{2}$ " out of plumb at the hinge location where it changes from cavity wall to 10" block wall.

Existing structural and architectural details of exterior walls show that cavity wall construction stops about four block courses below underside of roof deck. At this location the cavity wall construction changes to 10" thick block masonry wall on which roof joists are supported. 10" block straddles over the cavity and is supported on brick and partially on 6" block. This creates a hinge condition in the wall construction. The 10" block wall appears to have twisted due to the movement of the 6" block wall below. This can be observed through the gap that has been created at the hinge location. The top two courses of the 10" block wall appear to be in good condition.

Although movement of 6" and 10" block appears to be significantly less than movement of face brick adjacent to windows, the existing 6" back-up block has experienced

considerable movement and has developed some cracks. In our opinion structural integrity of 6" block wall has been compromised. We recommend that existing block back-up wall should be removed along with the exterior bricks and new 10" block wall shall be constructed. We recommend that top two courses of 10" block wall shall remain in place and new wall below shall be constructed with 10" blocks. Rigid insulation with vapour barrier and metal siding finish can be provided on exterior face of the block. All repair work shall be carried out in small panel widths.

Remedial work will be required at all exterior walls. The work can be carried out in stages to accommodate fiscal restraints. Based on severity of damages and load bearing conditions we propose the following sequence of work;

1. Leave temporary hoarding as required to provide safe access to all entrances to basement on south side of the building. Temporary hoarding is to remain in place until all repair work on south wall has been completed.
2. Leave temporary safety barricade all around south side of the building to prevent any public access adjacent to the building. Temporary barricade is to remain in place until all repair work on south wall has been completed.
3. Leave temporary shoring of roof structure along north and south sides in place.
4. Repair entire south wall first.
  - Remedial work of wall shall be carried out in small panel widths of 4'-8" maximum.
  - Remove metal cladding band at top of wall.
  - Remove two face bricks and one horizontal course of 6" block full height and saw cut 2 vertical courses of existing 10" block at each end of the panel to be repaired.
  - Provide adjustable jacks at each end bearing on existing foundation/basement wall to support two courses of existing 10" block wall above.
  - Remove remainder of face bricks and rigid insulation between jacks.
  - Remove block back-up wall up to underside of second block course from the top.
  - Construct new 10" block wall to underside of existing wall with proper masonry bonds and blok-lok reinforcement at every second course.
  - After panels on either side of jacks are repaired remove jacks and construct remainder of 10" block wall with proper masonry bond on both sides.
5. Repair entire north wall as outlined in item #4.

6. Repair entire east wall as outlined in item #4.

7. Repair entire west wall as outlined in item #4.

We recommend that based on present conditions step #4 shall be carried out within the next 6 to 8 months as south wall appears to be in a critical condition. In our opinion during this winter season the wall will undergo a few more freezing and thawing cycles and will continue to deteriorate further.

Steps #5 to #7 can be carried out in phases within next 18 to 24 months which is again based on present conditions. We recommend that periodic inspection of all exterior walls until all repair work is completed should be carried out monthly to monitor conditions.

Existing building at present is a medical centre which is still in operation. It shall be noted and clearly understood that our review of the systems and proposed remedial work does not include a review of the safety aspects of the installation as this falls under the Jurisdiction of the Governing Authorities and Occupational Health and Safety Act.

Although, temporary shoring of roof joists is in place along south and north wall as previously recommended, the building structure in its present state is still a structural hazard. Due to broken and deteriorated ties between brick and block wythes, the load carrying capacity of the cavity wall has been compromised.

Also, temporary jacks and sleepers on the floor inside the building create additional hazards to the occupants.

Temporary jacks have been installed in order to relieve the existing wall from dead and live loads from the roof. The temporary shoring posts have been designed to carry the maximum roof snow load and dead load of roof as per Ontario Building Code.

The existing south wall capacity to resist wind or earthquake loads in and out of plane has also been compromised due to the fact that the brick and block wythes are not tied together anymore in some sections. In our opinion the wall in its present state is not adequate to support wind loads perpendicular to wall in accordance with OBC at these locations. As the walls go through more freezing and thawing cycles more ties may become stretched and broken and the lateral load capacity of the wall will further reduce. Temporary bracing of exterior walls all around for lateral loads is not feasible. Periodic monthly inspections will help us monitor the extent of further deterioration of the walls and reassess time period for remedial works.



On the basis of above we recommend that building shall be vacated immediately and shall remain vacated until all remedial works have been completed.

It shall also be noted and clearly understood that the recommended remedial works presented in this report are to restore the building to its original design intent and not upgrade it to meet the current Ontario Building Code 2012.

#### **4.0 Limits of Liability**

The review of this property was of a visual nature only. This inspection was made on a random basis with no attempt to review or inspect every element or portion of the structure. The intent of the inspection was to determine areas of visually obvious deterioration and need for repair and to determine, in a general way, the overall quality and sufficiency of the work inspected but not to ascertain the quality of sufficiency of any particular aspect of the structure. No calculations were performed to confirm the adequacy of any of the elements reviewed.

Our review of the systems did not include a review of the safety aspects of the installation as this falls under the Jurisdiction of the Governing Authorities. In addition, testing of the building materials for Occupational Health and Safety or substance of potential environmental concern was not conducted.

This report is intended to provide the client with a general description of the systems employed in the structure and to comment on their general condition, which may be apparent at the time of our inspection. The intent is to give the client recommendations on any immediate repairs required.

The contents of this report may not be quoted in whole or in part or distributed to any person or entity other than the Client. AMR Engineering Ltd. accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions based on this report.

Thank you for selecting AMR Engineering Ltd. for this project. AMR would be pleased to assist you with the implementation of our recommendations. Should you have any questions or concerns, please do not hesitate to contact this office.

We trust this meets your present requirements. If you have any questions please do not hesitate to contact the writer.

Sincerely,  
AMR Engineering Limited



Denis Kotobelli, MEng, P.Eng., LEED® AP BD+C  
Partner

Reviewed by:



Mohan Gursahani, P.Eng.  
President

**Appendix "A" – Photographs  
(Pages 7-11)**



Photo #1 – Exposed 10" block above window



Photo #2 – Removed brick adjacent to the window



Photo #3 – Portion of brick tie perpendicular to the wall



Photo #4 – Cracks at 10" block wall above the window



Photo #5 – Gap between 10" and 6" block wall

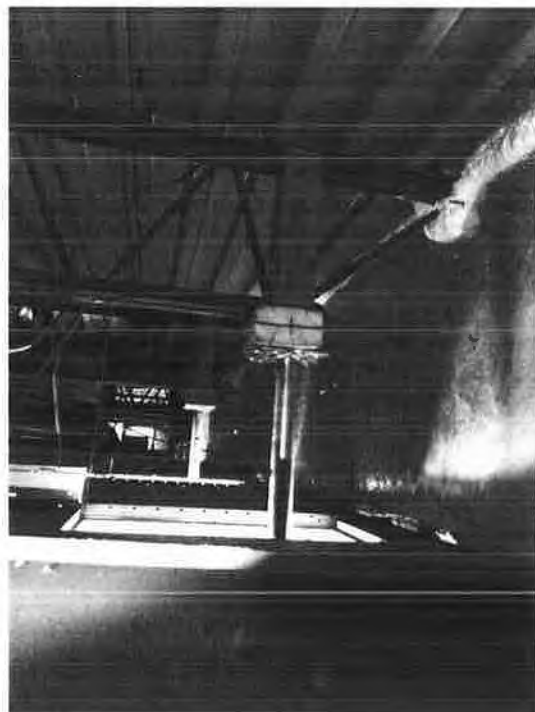


Photo #6 – Temporary shoring along north side



Photo #7 – Temporary shoring along south side



Photo #8 – Gap between interior partition wall and exterior south wall

November 15, 2016

**Attention: Jorg Petersen - Division Manager Building and Property Division**

City of Kawartha Lakes

P.O. Box 9000, 26 Francis Street

Lindsay, ON K9V 5R8

Re: Coboconk Medical Centre

Good Day Jorg,

On Wednesday November 9<sup>th</sup> 2016 we were asked to attend a site meeting at the Coboconk Medical Centre located at 21 Grandy Road in Coboconk, Ontario with Jolene Ramsay and Jorg Petersen from the City of Kawartha Lakes.

The purpose of our site meeting was to review the current condition of the Coboconk Medical Centre building and provide any recommendations based upon our observations. We were provided with the original construction drawings prepared by Grant Robertson Architects and Structural Assessment Reports 1 – 3 dated September 30, 2016, October 20, 2016 and November 11, 2016 prepared by AMR Engineering Limited.

Each of the above mentioned reports details the exact condition and the resulting damages that have occurred to the building. Essentially the brick veneer materials have pulled away from the building structure as a result of the cavity wall construction and water infiltration resulting in the deterioration and corrosion of the brick ties. The brick veneer can move independently from the remainder of the structure without the brick ties in place. The forces applied on the exterior wall from movement of the brick veneer materials has weakened and pulled the hollow concrete block wall out of its correct vertical position weakening the exterior walls and the roof structure.

During our site inspection we walked through the ground floor, the basement and the exterior of the building. The ground floor has the only Medical Clinic in the Coboconk Area and it is considered to be very busy. The basement has a local dental clinic that operates only two to three times per month.

As part of our walk through of the building we were shown the work that has been completed on the building to date as per AMR Engineering Limited recommendations. This work includes the installation of hoarding and a barrier on the south side of the building to facilitate the contractors work and protect the public from any falling bricks or debris. The contractor has removed sections of the brick on the south side of the building, these areas have since been closed in with plywood following the investigative work. Exterior bracing / shoring has been installed along the south wall to stabilize the exterior brick veneer. Internal to the building temporary jacks have been installed along the length of the south and north walls as means of alleviating some of the load off of the exterior cavity walls and the roof structure. The temporary jacks are installed in patient treatment rooms, the front vestibule and main waiting room. While the temporary jacks are positioned close to the exterior walls they still present a hazard to the users of the Medical Clinic. The Medical Clinic has relocated their medical equipment within the treatment rooms, the acoustical drop ceiling has been removed in numerous locations to facilitate the installation of the temporary jacks resulting in a less than hygienic and professional atmosphere for their patients.



Referring to the AMR Engineering's report dated November 11, 2016 – Page 4 – the following provides a detailed description of their assessment of the structure and their future recommendations

- "The building structure in its present state is still a structural hazard. Due to broken and deteriorated ties between the brick and block wythes, the load carrying capacity of the cavity wall has been compromised".
- "The wall in its present state is not adequate to support wind loads perpendicular to the wall in accordance with the OBC at these locations".
- "As the walls go through more freezing and thawing cycles more ties may become stretched and broken and the lateral load capacity of the wall will be further reduced".
- "On the basis of the above we recommend that the building shall be vacated immediately and shall remain vacated until all remedial works have been completed".

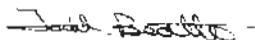
Again referring to the AMR Engineering report on Pages 3 & 4 specific timelines have been provided on when repairs to the building should be completed starting with the south wall reconstruction within six (6) to eight (8) months, with the north, east and west walls being completed within eighteen (18) to twenty four (24) months. Winter weather and colder temperatures are approaching quickly and this could be potentially detrimental to the building structure as stated in above reference report.

Our recommendations and comments are as follows:

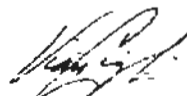
- To comply with the recommendations made in the report issued by AMR Engineering. This would include taking any and all necessary measures to safeguard all occupants, patients and the general public from any and all hazards that may be present within and exterior to the building.
- By allowing this facility to continue to operate with full knowledge of the structural hazards will only increase the City of Kawartha Lakes liability exposure and could potentially impact any coverage review with the City's insurer should a claim arise.
- In the event of a serious claim during operating hours for the medical and dental clinic, our defense would be severely compromised based on the recommendations made in the engineering report. The severity of this type of claim would most likely lead to a large claim settlement which in turn would drive the cost of the City's Insurance Program considerably higher. The City would also be responsible for their \$100,000 Municipal Liability deductible.
- If a claim should arise; and the insured has not complied with the recommendations in the detailed engineering report, it could significantly implicate the City in a claim for punitive damages, which are typically not covered by insurance policies. Punitive damages are damages exceeding simple compensation and awarded to punish the defendant.
- We recommend that alternative locations for the Medical Clinic be pursued immediately to eliminate operations at this building.

We understand the medical clinic is very important and is considered essential for the local residents but we would not recommend operations are continued within this building based on its current condition.

Respectfully,



Todd Beattie CFPS CRM C.Tech | Risk Inspector  
Frank Cowan Company  
Cell: 289-387-0522 | Tel: 519-458-4331  
[todd.beattie@frankcowan.com](mailto:todd.beattie@frankcowan.com)



Viano Ciaglia, CIP CRM | Regional Manager  
Frank Cowan Company  
Cell: 905-865-2174 | Tel: 519-458-4331  
[viano.ciaglia@frankcowan.com](mailto:viano.ciaglia@frankcowan.com)

# **The Corporation of the City of Kawartha Lakes**

## **Council Report**

**Report Number CS2018-005**

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**Date:** February 13, 2018

**Time:** 2:00 p.m.

**Place:** Council Chambers

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**Ward Community Identifier:** Bobcaygeon

**Subject:** Closure of Outstanding 2016 Approved Bobcaygeon Legacy C.H.E.S.T. Fund Projects

**Author Name and Title:** Lisa Peimann, Executive Assistant to Community Services

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### **Recommendation(s):**

**RESOLVED THAT** Report CS2018-005, **Closure of Outstanding 2016 Approved Bobcaygeon Legacy C.H.E.S.T. Fund Projects**, be received;

**THAT** Projects 330251, 330252, 330253, 330354, 330255, 330256, 330257, 330259 and 330260, be closed due to completion; and

**THAT** project 330258, Bobcaygeon Lawn Bowling, in the amount of \$540.00, be closed with a surplus and be placed back into the Bobcaygeon Legacy C.H.E.S.T. Fund Reserve Account 3.24320 to be made available for distribution in future grant funding years.

**Department Head:**\_\_\_\_\_

**Financial/Legal/HR/Other:**\_\_\_\_\_

**Chief Administrative Officer:**\_\_\_\_\_

## **Background:**

This report is provided to Council, as a reconciliation and status statement on the outstanding approved Bobcaygeon Legacy C.H.E.S.T. Fund project grants for the year 2016.

## **Rationale:**

The purpose of this report is to close projects that are complete as reconciled by the grant recipient and to recommend disposition of any surplus amounts. When projects are closed with a surplus, the surplus is transferred back to the Bobcaygeon Legacy C.H.E.S.T. Fund Reserve account for allocation to future projects.

There were a total of 10 projects approved in 2016. All of the projects are now complete and can be closed. All grant recipients utilized the funds awarded with the exception of one where there was a return of \$540.00.

## **Other Alternatives Considered:**

N/A

## **Financial/Operation Impacts:**

This report is proposing the closure of all 2016 grant allocations for the Bobcaygeon Legacy C.H.E.S.T. Fund. As a result of the final reconciliations this report recommends that \$540.00 of unused funds be transferred back to the Bobcaygeon Legacy C.H.E.S.T. Fund Reserve Account 3.24320 for allocation to future year's projects.

Detail on the status and disposition of each project is included in the table below:

<b>Applicant</b>	<b>Project #</b>	<b>Granted</b>	<b>Spending</b>	<b>Surplus</b>	<b>Status</b>
Boyd Heritage Museum	330251	\$1,300.00	\$1,300.00	\$0.00	Complete and close
Bobcaygeon Skating Club	330252	\$1,890.39	\$1,890.39	\$0.00	Complete and close
Ontario Open & Fiddle Step Dance	330253	\$3,538.00	\$3,538.00	\$0.00	Complete and close
Bobcaygeon Music Council	330254	\$15,000.00	\$15,000.00	\$0.00	Complete and close
Bobcaygeon Canada Day Committee (Sponsor Royal Canadian Legion Br. 239 Bobcaygeon)	330255	\$8,119.38	\$8,119.38	\$0.00	Complete and close

Applicant	Project #	Granted	Spending	Surplus	Status
Bobcaygeon Docking Committee (Sponsor Kawartha Works Community Co-operative)	330256	\$6,000.00	\$6,000.00	\$0.00	Complete and close
Kawartha Settlers Villiage	330257	\$38,639.36	\$38,639.36	\$0.00	Complete and close
Bobcaygeon Lawn Bowling	330258	\$3,898.00	\$3,358.00	\$540.00	Surplus to Reserve
Impact 32 (Sponsor Kawartha Works Community Co-operative)	330259	\$13,000.00	\$13,000.00	\$0.000	Complete and close
Bobcaygeon Nursery School and Daycare Corporation	330260	\$24,927.80	\$24,927.80	\$0.000	Complete and close

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

The recommendations within this report directly align with all Strategic Goals through our Value of Collaboration, 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

### **Consultations:**

N/A

### **Attachments:**

N/A

**Department Head E-Mail:** cshanks@kawarhtalakes.ca

**Department Head:** Craig Shanks, Director of Community Services

**Department File:**

# **The Corporation of the City of Kawartha Lakes**

## **Council Report**

**Report Number PRC2018-004**

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**Date:** February 13, 2018

**Time:** 2:00 p.m.

**Place:** Council Chambers

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**Ward Community Identifier:**

**Subject:** Consolidated Trails By-Law 2007-107 Review

**Author Name and Title:** Jenn Johnson,  
Manager, Parks, Recreation and Culture

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### **Recommendation(s):**

**That** Report PRC2018-004, **Consolidated Trails By-Law 2007-107 Review**, be received, and;

**That** a By-Law to amend By-Law 2007-107 being a by-law to regulate and govern trail uses along the Victoria Rail Trail Corridor in the City of Kawartha Lakes be presented to Council for adoption.

**Department Head:**\_\_\_\_\_

**Financial/Legal/HR/Other:**\_\_\_\_\_

**Chief Administrative Officer:**\_\_\_\_\_

## **Background:**

At the Council Meeting of June 23, 2015, Council adopted the following resolution:

**RESOLVED THAT the June 10, 2015 correspondence from Steven Del Duca, Minister of Transportation, regarding Off-Road Vehicle Use in Ontario, be received; and,**

**THAT the matter be referred to staff for review with a report to Council.**

**CARRIED CR2015-694**

This report addresses that direction.

## **Rationale:**

The correspondence received from Minister Del Duca announced the existing on-road access rules for 'single-rider' ATVs will be extended to additional ORV types which meet specified voluntary off-highway industry standards (see Appendix A). These changes took effect on July 1, 2015, and allow two-up all-terrain vehicles (ATVs), side-by-side ATVs and utility terrain vehicles (UTVs) on permitted provincial highways and municipal roads where bylaws permit their use. Minister Del Duca encouraged municipalities to review existing bylaws to ensure they applied to these new ORV types.

Staff, at the request of Council and community members, has considered the possibility of extending the access to the Victoria Rail Trail Corridor.

Currently, By-Law 2007-107, A By-Law to Regulate and Govern Trail Uses Along the Victoria Rail Trail Corridor (VRTC) in the City of Kawartha Lakes indicates that no person shall operate a motorized vehicle on the trail except for snowmobiles or all-terrain vehicles, subject to certain conditions. Staff are recommending that a pilot project be initiated for 2018 that allows the use of UTVs along the VRTC north of Northline Road. The pilot program would be in effect during the permitted ATV season (May 1 – November 20, 2018). Access to the Somerville Forest Tract would not be included in the pilot program.

Consultation with the Kawartha ATV Association (KATVA), MLEO and other appropriate parties have taken place and will continue on the topics of finance, infrastructure, enforcement, etc. Monitoring, control and enforcement of the motorized use on the north section of the VRTC will be completed in partnership between municipal staff and the KATVA. The pilot program will be reviewed and evaluated early in 2019. Staff will prepare a report detailing the success and improvement areas of the pilot program in 2019.

## **Other Alternatives Considered:**

Council could choose to prohibit the use of UTVs along the entire VRTC. Staff are not recommending that option as there is a significant desire in the community to allow access on the trail. It is felt that a test to evaluate this use along a small section of trail in 2018 will provide the preliminary analysis needed to inform future decisions regarding permitted use.

## **Financial/Operation Impacts:**

The financial impact to the municipal operating budget as a result of the pilot program is minimal. Adjustments will need to be made to the gate system along the northern section of the VRTC in order to allow the larger UTV units to pass through. Staff feel that these temporary adjustments can be made at a reasonable cost. Further to that, during conversations with KATVA it was indicated that the community group would cover the cost of any/all expenses related to the gate system in order to allow UTV access.

Another small expense (less than \$500) will be needed to cover the cost of communicating the change to the public. Municipal staff will prepare information and release through social media, media advisories and other printed material.

## **Relationship of Recommendation(s) to the 2016-2019 Strategic Plan:**

This report addresses Goal 1 of the City's Strategic Plan.

- Goal 1 – A Vibrant and Growing Economy

Through this action the City is working in partnership with the local community to build a stronger more diversified economy.

## **Review of Accessibility Implications of Any Development or Policy:**

N/A

## **Servicing Implications:**

N/A

## **Consultations:**

Central Parks and Open Spaces, Supervisor

MLEO, Manager

Public Works, Director

## **Attachments:**

Appendix A – Correspondence from Minister Del Duca, dated June 10, 2015  
Brief Description



**Department Head E-Mail: [cshanks@kawarthalakes.ca](mailto:cshanks@kawarthalakes.ca)**

**Department Head: Craig Shanks**



Ministry of  
Transportation

Office of the Minister

Ferguson Block, 3<sup>rd</sup> Floor  
77 Wellesley St. West  
Toronto, Ontario  
M7A 1Z8  
416-327-9200  
[www.ontario.ca/transportation](http://www.ontario.ca/transportation)

Ministère des  
Transports

Bureau du ministre

Édifce Ferguson, 3<sup>e</sup> étage  
77, rue Wellesley ouest  
Toronto (Ontario)  
M7A 1Z8  
416-327-9200  
[www.ontario.ca/transportation](http://www.ontario.ca/transportation)



M2015-2414

June 10, 2015

His Worship Andy Letham  
Mayor  
City of Kawartha Lakes  
26 Francis Street  
PO Box 9000  
Lindsay ON K9V 5R8

Dear Mayor Letham:

It is my pleasure to take this opportunity to share news affecting off-road vehicle (ORV) use in Ontario.

I recognize that a number of Ontarians enjoy the use of their ORVs as well as the economic and tourism benefits and increased mobility associated with on-road use of ORVs. As such, I am committed to a collaborative approach in our development of policy. This collaborative approach included successful in-person consultations in January 2015, with the participation of 30 different stakeholder groups representing enforcement, municipalities, public health, ORV industry members, agricultural groups and trail organizations.

Following that consultation, my ministry continued their engagement efforts by posting proposals to both the government's Regulatory and Environmental Registries for 45 days in order to seek additional feedback from the public. The period for public feedback ended on April 13, 2015, and we received almost 1,800 submissions.

I am pleased to announce, as a result of these efforts, that existing on-road access rules for "single-rider" ATVs will be extended to additional ORV types which meet specified voluntary off-highway industry standards. These changes will take effect on July 1, 2015, and will allow two-up all-terrain vehicles (ATVs), side-by-side ATVs and utility terrain vehicles (UTVs) on permitted provincial highways and municipal roads where bylaws permit their use.

Notably, there are no changes to the ORV municipal bylaw authority provided in the *Highway Traffic Act* (HTA). However, municipalities are encouraged to review existing bylaws to ensure they apply to these new ORV types. Additionally, these new ORV types require some safety rules unique to their configurations that do not currently apply to "single-rider" ATVs (e.g.; seat belt requirements, helmets and minimum age for passengers, etc.). While existing *Highway Traffic Act* offences will immediately apply, the focus of the next three months will be to educate the public about Ontario's road rules for these new ORV types and their additional safety requirements.

I assure you that my ministry recognizes the importance of a vibrant, sustainable and safe power sports sector in Ontario, and we support providing Ontarians with options to safely explore our vast province. To this end, I have asked ministry staff to continue to engage stakeholders and community partners in discussions, including the topic of extending on-road access to additional types of ORVs such as UTVs, to ensure Ontario remains amongst the top jurisdictions in road safety.

I thank you for your support and input on this initiative. My ministry looks forward to continue working with our municipal partners, as well as with enforcement, ORV and trail organizations, and interested road safety partners in communicating these changes during the public education period.

Sincerely,



Steven Del Duca  
Minister

# **The Corporation of the City of Kawartha Lakes**

## **Council Report**

**Report Number CORP2018-002**

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**Date:** February 13, 2018

**Time:** 2:00 p.m.

**Place:** Council Chambers

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**Ward Community Identifier:** all

**Subject:** Property Tax Treatment of Vacant Residential Land

**Author Name and Title:** Jennifer Stover, Director of Corporate Services

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### **Recommendation(s):**

That Report CORP2018-002, Property Tax Treatment of Vacant Residential Land, be received;

That the Ministry of Finance be notified of the City's interest in encouraging the development of vacant residential land that has been draft plan approved through a higher tax rate;

That upon approval by the Ministry, staff report back to Council with the program specifics and consultation plan.

**Department Head:**\_\_\_\_\_

**Financial/Legal/HR/Other:**\_\_\_\_\_

**Chief Administrative Officer:**\_\_\_\_\_

## **Background:**

In 2017, the Province released the Ontario Fair Housing Plan which introduced a number of measures to address affordable housing, housing supply, and bring stability to the real estate market.

One of the outcomes of this plan, aimed at increasing housing supply, is the opportunity for municipalities to levy a higher property tax rate on vacant land that has been approved for residential development.

Interested municipalities are required to notify the Minister of Finance by way of Council resolution along with the details of their proposed approach, and plan for consulting with the development industry, by March 1, 2018.

## **Rationale:**

Residential land is taxed at the same rate, regardless of whether a dwelling unit exists or the property is vacant. The assessed value of land however changes as the land transitions from being an active farm, to a land awaiting development, and finally to a residential lot in a subdivision. Vacant land will be assessed at a lower value per acre than a subdivided parcel, and as a result will pay less taxes.

The City has made significant infrastructure investments to support the development of vacant land, most notably with the construction of the Northwest trunk sanitary sewer in 2015. While this +/- \$20M investment is expected to provide servicing for approximately 6,200 residential units, with an estimated population growth of 14,250 persons (Source: CKL Municipal Act Capital Charge Study: Northwest Sanitary Sewer Development Area, 2015), limited development has occurred within this catchment area to date.

The objective of imposing a higher tax levy on vacant residential land with planning approvals will be to encourage development, or to encourage landowners to forego their approvals. In the latter situation, servicing allocation will be redistributed to landowners who are ready to proceed with development. Either option will have the effect of increasing housing supply. Currently, there are approximately 1,875 residential units with development approvals and servicing allocation within Lindsay, Bobcaygeon and Fenelon Falls.

Subject to Council's endorsement of this initiative, Staff will continue to assess the inventory of vacant residential land to determine the appropriate criteria for applying the higher tax levy. All affected landowners will be notified and consulted to determine a fair and reasonable approach for taxation. In addition, a fulsome plan will be developed to document the process for administering the

program including the criteria for applicability, a registry of land, timing for the increase, and the process for notifying MPAC.

### **Other Alternatives Considered:**

Status quo is an option. This would not encourage landowners to develop, nor would it provide the City with additional tax revenue.

### **Financial/Operation Impacts:**

The primary reason for proceeding with this initiative is to incent landowners to develop vacant residential lands where planning approvals are in place. Where lands are not developed, the City would realize an increase in property tax revenue.

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

The recommendations within this report directly align with one of the Goals, namely:

- Goal 1 – A Vibrant and Growing Economy

### **Consultations:**

Manager of Planning  
Ministry of Finance

### **Attachments:**

Letter from the Ministry of Finance dated December 22, 2017



Attachment A to  
Report CORP2018-00

**Department Head E-Mail:** [jstover@kawarthalakes.ca](mailto:jstover@kawarthalakes.ca)

**Department Head:** Jennifer Stover

Ministry of Finance  
Provincial-Local  
Finance Division  
10<sup>th</sup> Floor  
777 Bay Street  
Toronto ON M5G 2C8  
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Ministère des Finances  
Division des relations provinciales-  
municipales en matière de finances  
10<sup>e</sup> étage  
777, rue Bay  
Toronto (Ontario) M5G 2C8  
Tél. : 416 327-0264  
Télééc. : 416 325-7644



December 22, 2017

Dear Municipal Treasurer / Clerk-Treasurer:

I am writing to advise you of a number of important decisions for the 2018 taxation year related to municipal flexibility in setting property tax policy and education property tax rates.

Please note that all of these decisions will be reflected in the Online Property Tax Analysis (OPTA) system to support municipal property tax analysis and policy implementation.

The Province will notify municipalities when regulations implementing the property tax policy decisions are in place.

### **Business Vacancy Rebate and Reduction Programs**

As announced in the *2016 Budget*, the government is providing municipalities with the flexibility to refine their business vacancy programs to better reflect local circumstances and respond to concerns regarding the appropriateness of the lower tax level provided through these programs and the unintended implications this may have for local economies. The regulation implementing changes to the vacancy programs requested by municipalities in 2017 has been enacted and is available on the Government of Ontario's e-laws website at [www.ontario.ca/laws](http://www.ontario.ca/laws).

Municipalities will continue to have broad flexibility to modify their business vacancy rebate and reduction programs. The new deadlines to submit a notification to the Minister for changes effective for 2018 are **March 1, 2018** and **August 1, 2018**.

The government also announced through the *2017 Ontario Economic Outlook and Fiscal Review* that it will be reviewing approaches related to the education property tax portion of these programs in consultation with municipalities and the business community. The objective will be to align the Province's approach with that of municipalities, while ensuring there is greater consistency across the province.

### **Multi-Residential Property Tax Review**

The *2016 Economic Outlook and Fiscal Review* announced that the Province was undertaking a review of the property taxation of multi-residential properties in response to concerns about the significantly higher property tax burden on multi-residential apartment buildings and its potential implications for housing affordability in the rental market.

Over the past year, the Province has been working in consultation with municipalities as well as other affected stakeholders, including tenants and apartment building owners, to examine issues related to the tax inequity between multi-residential and other residential properties.

As a result of the review, the government is maintaining the freeze on the municipal property tax burden for existing multi-residential properties in communities where these taxes are high. This means, in municipalities where the multi-residential tax ratio is greater than 2.0, a full levy restriction will be implemented and reassessment related shifts onto the multi-residential class will be prevented.

### **Small-Scale Value-Added and Commercial Activities on Farms**

The *2016 Economic Outlook and Fiscal Review* also announced that starting in 2018 municipalities will have the option to reduce the tax rate on qualifying value-added activities that occur on farms as part of the farming business. Optional new subclasses of the industrial and commercial classes will be created to allow the municipal tax rate to be reduced by 75% for the first \$50,000 of assessment related to qualifying activities.

In order to ensure consistency across the Province, the education property tax rate will be a reduction of 75% of the business education tax (BET) target rate and will apply to all qualifying properties. This reflects the Province's commitment to providing sustainable property tax treatment to farmers who engage in small-scale processing or retail activities as a direct extension of their farming business.

Regulations to establish the new subclasses and authorize the setting of municipal and education tax rates will be available in early 2018, at which time the Municipal Property Assessment Corporation (MPAC) will begin to identify eligible properties and issue amended assessment notices for affected properties.

### **Property Tax Treatment of Vacant Residential Land**

As part of Ontario's Fair Housing Plan, the government committed to reviewing the property tax treatment of vacant residential land that has been approved for new housing. The purpose of the review was to consider providing municipalities with additional tools to encourage the development of these lands. This review responded to concerns expressed to the Province that vacant residential land was being held for speculative purposes.

As part of the review, the Province has consulted with a number of municipalities. Based on the feedback received, the Province will be providing municipalities with the flexibility to levy a higher property tax rate on vacant land approved for residential development. Municipalities that are interested in this option should notify the Minister of Finance of their desire to utilize this flexibility, together with details of:

- their proposed approach;
- a council resolution; and
- a plan for consulting with the residential development sector.

For the 2018 tax year, municipalities should submit their notification in writing to the Minister of Finance by March 1, 2018.

## **Municipal Property Tax Flexibility**

### Property Tax Rate Calculation Adjustment

In response to municipal requests, a technical adjustment to the provincially prescribed notional property tax rate calculation was announced in the *2016 Ontario Budget* and recommitted to in the *2017 Ontario Budget*. This adjustment ensures that when calculating notional tax rates, municipalities and the Province are able to address any unintended effects due to specific in-year property assessment changes, such as assessment appeal losses.

Municipalities continue to have the option to adjust the year-end assessment used in the notional property tax rate calculation to offset changes resulting from certain in-year reassessment related changes, including:

- Assessment Review Board decisions;
- Request for Reconsiderations;
- Post Roll Amended Notices; and
- Special Advisory Notices.

Applying the technical adjustment is an annual municipal decision and requires a council resolution.

Adoption of the adjustment is implemented by selecting the adjustment through the OPTA system. Municipalities that do not use OPTA are required to send information including their calculations supporting their adjustment to the Ministry via email to [info.propertytax@ontario.ca](mailto:info.propertytax@ontario.ca).

To ensure the ongoing integrity of education property tax revenues, the property tax rate calculation adjustment is also applied to education property tax rates.

### Tax Ratio Flexibility

Municipalities will continue to be provided with tax ratio flexibility to avoid most tax shifts that may occur between property classes as a result of phased-in reassessment impacts. For the 2018 tax year, municipalities that tax multi-residential properties at more than double the rate of residential properties will continue to have tax ratio flexibility, but will not be able to increase the multi-residential tax ratio. These municipalities will still be able to choose whether to use tax flexibility in response to reassessment-related tax shifts among other property classes.

### Modified Levy Restriction

Municipalities with property classes subject to the levy restriction will continue to have the flexibility to apply a municipal tax increase to those classes of up to 50 per cent of any increase applied to the residential class. For instance, a municipality levying a 2 per cent increase in residential taxes could raise taxes on any restricted class by up to 1 per cent. As noted above,



a full levy restriction will apply to multi-residential properties with a tax ratio greater than 2.0 in 2018.

### Education Property Tax Rates

To assist municipalities with their budget planning, draft education property tax rates for 2018 are attached. The province-wide residential education property tax rate and the target and ceiling business education tax (BET) rates are summarized in the following table. The Province will notify municipalities when these rates have been set in regulation.

	2017 Rates	2018 Rates
<b>Residential</b>	<b>0.179%</b>	<b>0.170%</b>
<b>BET Target</b>	<b>1.14%</b>	<b>1.09%</b>
<b>Commercial BET Ceiling</b>	<b>1.39%</b>	<b>1.34%</b>
<b>Industrial BET Ceiling</b>	<b>1.39%</b>	<b>1.34%</b>

If you have any questions related to these decisions, please contact Chris Broughton, Director of the Property Tax Policy Branch at [Chris.Broughton@ontario.ca](mailto:Chris.Broughton@ontario.ca) or 416-314-3801.

We look forward to continuing to work in partnership with municipalities to ensure stability for Ontario's property tax system, while providing flexibility for municipalities in addressing their local circumstances.

Sincerely,



Allan Doheny  
Assistant Deputy Minister  
Provincial Local Finance Division

# **The Corporation of the City of Kawartha Lakes**

## **Council Report**

**Report Number PUR2018-005**

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**Date:** February 13, 2018

**Time:** 2:00 p.m.

**Place:** Council Chambers

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**Ward Community Identifier:** All

**Subject:** Proposal 2017-37-OP Supply, Installation and Maintenance of Digital Multi-Functional Printing Devices

**Author Name and Title:** Ashley Wykes, Buyer

Justin Chevrier, Supervisor Network Services and Client Support

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### **Recommendation(s):**

**RESOLVED THAT** Report PUR2018-005 Proposal 2017-37-OP Supply, Installation and Maintenance of Digital Multi-Functional Printing Devices be received;

**THAT** DCB Business Systems Inc. O/A OT Group of Belleville, being the highest scoring proponent be selected for award of Proposal 2017-37-OP Supply, Installation and Maintenance of Digital Multi-Functional Printing Devices for a sixty (60) month lease;

**THAT** additional agreements entered into for the lease of a printing device be executed according to the Purchasing Management Directive Table of Authority; and

**THAT** the Mayor and Clerk be authorized to execute the lease.

**Department Head:**\_\_\_\_\_

**Financial/Legal/HR/Other:**\_\_\_\_\_

**Chief Administrative Officer:**\_\_\_\_\_

## Background:

The City has a fleet of printing devices that are utilized by various departments. The lease for the devices is set to expire and therefore a competitive procurement document was released.

Request for Proposal 2017-37-OP Supply, Installation and Maintenance of Digital Multi-Functional Printing Devices was advertised and released in accordance with the Purchasing Policy. The proposal closed on October 26, 2017 and was opened in public by Pat Dunn, Councilor and Ashley Wykes, Buyer. Three proposals were submitted as outlined in the chart below:

Company Name
DCB Business Systems Group Inc., O/A OT Group, Belleville
Ricoh Canada Inc. North York
Xerox Canada Limited Toronto

The proposal required a two envelope submission; Envelope A was to contain the specifications of the printing devices and was the first stage of evaluation. Envelope B contained the financial information and would only be opened if the requirements of Envelope A were met.

The proposal from Ricoh Canada was disqualified as they did not submit the required Envelope B within their proposal package.

DCB Group and Xerox had both Envelope A and Envelope B opened and evaluated. DCB Business Systems was found to be the highest scoring proponent once the evaluations were complete.

## Rationale:

Staff recommends DCB Business Systems Inc. O/A OT Group of Belleville be selected for the award of Proposal 2017-37-OP Supply, Installation and Maintenance of Digital Multi-Functional Printing Devices for a 60 month lease.

## Other Alternatives Considered:

No other alternative is being considered as the highest scoring proponent is being recommended.

## Financial/Operation Impacts:

The operating expense for the printing devices is made up of a cost per copy expense as well as a fixed lease cost. Each of these is budgeted by individual

departments in the yearly operating budget and is monitored by City staff. The cost per copy budget varies by department every year and is based on a department's previous year's expenses. The cost per copy rate for this contract will be \$0.0059 per monochrome copy and \$0.0445 per colour copy. The value of the fixed lease cost of the new devices may vary once the new printing devices are installed however the approximate value is \$40,401 per year for a total of \$202,005 for the sixty (60) month lease term.

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

This report aligns with the Strategic Enabler of Efficient Infrastructure and Asset Management.

### **Consultations:**

Treasurer

**Department Head E-Mail:** [jstover@kawarthalakes.ca](mailto:jstover@kawarthalakes.ca)

**Department Head:** Jennifer Stover

**Department File:** 2017-37-OP

# **The Corporation of the City of Kawartha Lakes**

## **Council Report**

**Report Number PUR2018-006**

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**Date:** February 13, 2018

**Time:** 2:00 p.m.

**Place:** Council Chambers

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**Ward Community Identifier:** 1, 2, 3, 12, 13, 16

**Subject:** Proposal 2017-82-CP Demolition and Removal of Buildings and Structures at Various City Locations

**Author Name and Title:** Ashley Wykes, Buyer

Jörg Petersen, Manager Building and Property

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### **Recommendation(s):**

**RESOLVED THAT** Report PUR2018-006 Proposal 2017-82-CP Demolition and Removal of Buildings and Structures at Various City Locations be received;

**THAT** Jones Group Ltd. of McGregor, being the highest scoring proponent, be selected for the award of Proposal 2017-82-CP Demolition and Removal of Buildings and Structures at Various City Locations for a proposed cost of \$263,380, plus HST;

**THAT** the demolition cost of \$263,380 plus \$15,000 contingency for a total of \$278,380 be financed from the General Contingency Reserve (1.32090);

**THAT** the Property Development Reserve (1.32035), with a current estimated balance of \$150,000, reimburse the General Contingency Reserve (1.32090) once it has sufficient funds from future sales of land in 2018 and 2019;

**THAT** subject to the receipt of the required documents, the Mayor and City Clerk be authorized to execute the agreement to award RFP 2017-82-CP; and

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

**Department Head:**\_\_\_\_\_

**Financial/Legal/HR/Other:**\_\_\_\_\_

**Chief Administrative Officer:**\_\_\_\_\_

## Background:

The City's Portfolio Management Team identified the need to decommission and remove/demolish the following City-owned buildings:

1. Old Carden Library
2. Bobcaygeon Boat House
3. Kinmount Heritage Centre
4. Former Pontypool Fire Hall
5. Ops Housing Building
6. Former Coboconk Medical Centre Building

Head Lake Hall and Victoria Road Hall were previously declared surplus and were included in the original budget for removal. Staff did not include them in this RFP in order to explore varying disposal alternatives.

The buildings are vacant and not required for any City program delivery purpose. They are all in very poor condition and some even derelict. Some have structural issues and pose a risk to adjacent property and public safety. Removal of these structures will resolve these risks. The action will also make it possible to rehabilitate the associated lands and avoid ongoing costs involved in securing and maintaining the properties.

Request for Proposal 2017-82-CP Demolition and Removal of Buildings and Structures at Various City Locations was advertised and released in accordance with the Purchasing Policy. The proposal closed on November 30, 2017 and was opened in public by Andy Letham, Mayor and Ashley Wykes, Buyer. Six proposals were submitted as outlined in the chart below with one proponent declining to bid:

Company Name
Kaan Construction, Pontypool – Decline to Bid
Deer Land Equipment Leasing Inc., Loretto
Jones Group, McGregor
Priestly Demolition, King
Tri-Phase Contracting Inc., Mississauga
5 Star Contracting, Fenelon Falls

Each proposal was carefully evaluated based on the criteria in the proposal document.

Proponents were asked to submit recommendations for either removing the building for re-use or completely demolishing the building and properly disposing of the materials. All vendors proposed the complete demolition of all the buildings.

### **Rationale:**

Staff recommend Jones Group Ltd. of McGregor be awarded Proposal 2017-82-CP Demolition and Removal of Buildings and Structures at Various City Locations for a proposed cost of \$263,380, plus HST, as they are the highest scoring proponent.

### **Other Alternatives Considered:**

No other alternative is being considered as the highest scoring proponent is being recommended and funds are available in the General Contingency Reserve.

### **Financial/Operation Impacts:**

Funding for the demolition of the six buildings in the amount of \$263,380 plus \$15,000 contingency for a total of \$278,380 will come from the General Contingency Reserve which has a balance of \$1,459,136. The funding was to come from the Property Development Reserve however there are insufficient funds in this reserve. Once the sales of properties in 2018 are transferred to the Property Development Reserve, this reserve will then replenish the General Contingency Reserve.

### **Relationship of Recommendation(s) to the 2016-2019 Strategic Plan:**

This report aligns with the Strategic Enabler of Efficient Infrastructure and Asset Management.

### **Consultations:**

Treasurer  
Manager of Corporate Assets

**Department Head E-Mail:** [cshanks@kawarthalakes.ca](mailto:cshanks@kawarthalakes.ca)

**Department Head:** Craig Shanks

**Department File:** 2017-82-CP

# **The Corporation of the City of Kawartha Lakes**

## **Council Report**

**Report Number DEV2018-002**

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**Date:** February 13, 2018

**Time:** 2:00 p.m.

**Place:** Council Chambers

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**Ward Community Identifier:** All

**Subject:** Kawartha Lakes Healthy Environment Plan  
Funding Agreement MCIP15346

**Author Name and Title:** Denise Williams, Strategy Management

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### **Recommendation(s):**

**RESOLVED THAT** Report DEV2018-002, **Kawartha Lakes Healthy Environment Plan Funding Agreement MCIP15346**, be received;

**THAT** the City of Kawartha Lakes develop a Greenhouse Gas Emissions Reduction and Community Energy Plan that will include specific tasks; who will accomplish them and when they will be implemented, estimated costs and an implementation and monitoring strategy and

**THAT** the City of Kawartha Lakes committed and spent \$75,000 from its existing Operating budget in 2016 toward the costs of this initiative, and

**THAT** the Mayor and Clerk be authorized to execute the Kawartha Lakes Healthy Environment Plan Funding Agreement MCIP15346 attached as appendix A to this report.

**Department Head:**\_\_\_\_\_

**Financial/Legal/HR/Other:**\_\_\_\_\_

**Chief Administrative Officer:**\_\_\_\_\_



## **Background:**

At the Council Meeting of June 28, 2016, Council adopted the following resolution:

**RESOLVED THAT** Report CAO 2016-004, **Corporate Energy Management**, be received;

**THAT** staff be directed to communicate to the Federation of Canadian Municipalities (FCM) and that the City of Kawartha Lakes will participate in the Partners for Climate Protection (PCP) program and commit to achieving the milestones set out in the PCP five-milestone framework as outlined in the background section of this report;

**THAT** the City of Kawartha Lakes appoint the following:

1. Corporate staff person (Name) Denise Williams, OSM
2. Elected Official (Name) Gord Miller, Councillor

to oversee implementation of the PCP milestones and be the points of contact for the PCP program within the municipality;

**THAT** staff be directed to pursue grant funding through FCM to implement the PCP program; and

**THAT** \$75,000 from within the 2016 Operating and/or Capital budgets be the City's financial commitment to leverage FCM grant funding.

This report addresses that direction.

## **Rationale:**

In 2017 the City of Kawartha Lakes submitted an application to the Federation of Canadian Municipalities (FCM) Green Municipal Fund (GMF). The application successfully secured up to \$175,000. The purpose of the funds is to pursue milestones one through three of the Partners for Climate Protection Program (PCP). The attached funding agreement is now ready for execution and the project is underway.

## **Relationship of Recommendation(s) to the 2016-2019 Strategic Plan:**

The City's Strategic Plan outlines Council's vision for the municipality. The vision consists of three main Strategic Goals namely:

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

The Kawartha Lakes Healthy Environment Plan directly aligns with Council's Strategic Plan Goal #3, a Healthy Environment.

**Consultations:**

Director of Development Services

**Attachments:**

Appendix A – KLHEP Funding Agreement MCIP15346



MCIP15346 Grant  
Agreement - EN.pdf

Appendix B – KLHEP Funding Agreement MCIP15346 Schedules



MCIP15346\_Funding  
Agreement Schedules

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**Department Head E-Mail:** [cmarshall@kawarthalakes.ca](mailto:cmarshall@kawarthalakes.ca)

**Department Head:** Chris Marshall

## GRANT AGREEMENT

**THIS AGREEMENT** is effective as of the date of last signature on the signature page.

### BETWEEN:

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

(herein called "**Recipient**")

-and-

**FEDERATION OF CANADIAN MUNICIPALITIES**

(herein called "**FCM**")

### WHEREAS:

- (a) the Government of Canada and FCM have established the Municipalities for Climate Innovation Program (herein called **MCIP**);
- (b) the Government of Canada has funded **MCIP**, which is being administered by FCM;
- (c) FCM has agreed to provide the Recipient with a grant for use by the Recipient solely for the project described in this Agreement; and
- (d) this Agreement contains the terms for the administration and remittance of the grant by FCM to the Recipient and the use of the grant by the Recipient.

**NOW THEREFORE**, the Parties hereby agree as follows:

### ARTICLE 1 DEFINITIONS AND SCHEDULES

1.01 Definitions. Whenever used in this Agreement and unless the context otherwise requires, the following terms have the following meanings:

**"Agreement"** means this agreement, including all schedules, and all amendments or restatements as permitted;

**"Business Day"** means any day other than a Saturday, Sunday or statutory holidays in the Province of Ontario;

**"Claim"** has the meaning ascribed thereto in Section 13.01 of this Agreement;

**"Confidential Information"** has the meaning ascribed thereto in Section 11.01 of this Agreement.

**"Eligible Activities"** means any reasonable activities necessary to complete the Project as described in Part 2 of Schedule A attached hereto.

**"Eligible Expenditure Date"** has the meaning ascribed thereto in Part 4 of Schedule C attached hereto;

**"Eligible Expenditures"** means those permitted expenditures described in Part 4 of Schedule C attached hereto, for which the Recipient may use the Grant;

**"Grant"** means the grant set forth in Article 2;

**"Grant Amount"** means the amount to be disbursed by FCM on account of the Grant up to the maximum amount set forth in Part 1 of Schedule B attached hereto;

**"Indemnified Parties"** has the meaning ascribed thereto in Section 13.01 of this Agreement;

**"Parties"** means FCM and the Recipient, and **"Party"** refers to any one of them;

**"Project"** means the project described in Part 2 of Schedule A attached hereto;

**"Project End Date"** has the meaning ascribed thereto in Part 2 of Schedule A attached hereto; and

**"Project Start Date"** has the meaning ascribed thereto in Part 2 of Schedule A attached hereto;

**"Receiving Party"** has the meaning ascribed thereto in Section 11.01 of this Agreement.

1.02 Schedules. The following annexed Schedules form part of this Agreement and the Parties shall comply with all terms and conditions set-out therein:

Schedule A: Part 1: Conditions of Contribution  
Part 2: Description of Project, Statement of Work and Project Costs  
Part 3: Reporting Requirements

Schedule B: Part 1: Grant Amount  
Part 2: Particulars of the Sources of Funding  
Part 3: Payment Schedule/Period of Funding

Schedule C: Part 1: Request for Contribution  
Part 2: Reporting Templates  
Part 3: Accepted Practices  
Part 4: Eligible Expenditures

Schedule D: Contact Information

## **ARTICLE 2 THE GRANT**

2.01 Grant Purpose. FCM is providing the Grant to the Recipient for the sole purpose of assisting the Recipient in the performance of the Project, as described in Part 2 of Schedule A attached hereto.

2.02 Grant Amount. Subject to and in accordance with the terms and conditions of this Agreement and in reliance upon the representations, warranties and covenants of the Recipient hereinafter set forth, FCM agrees to contribute towards the Eligible Expenditures, the Grant Amount, as more particularly described in Part 1 of Schedule B attached hereto.

2.03 Disbursement of Grant.

- (a) FCM shall disburse the Grant in accordance with Part 3 of Schedule B attached hereto.
- (b) No portion of the Grant shall be disbursed by FCM without it first receiving from the Recipient a completed Request for Contribution in accordance with Part 1 of Schedule C attached hereto.
- (c) Provided that the Conditions of Contribution set-out in Part 1 of Schedule A attached hereto are satisfied, the Recipient may request the Grant by delivering to FCM the appropriate Request for Contribution in accordance with Part 1 of Schedule C attached hereto at least 30 days before the requested date of disbursement; the requested date of disbursement may be delayed if the Request for Contribution delivered by the Recipient

to FCM is not, in FCM's sole discretion, satisfactory and revisions or supplemental documentation are required.

- 2.04 Term. This Agreement shall continue in force until FCM has received and notified the Recipient of its satisfaction with all reports required to be completed by the Recipient in accordance with the terms and conditions of this Agreement, or until the Agreement has been terminated in accordance with Section 12.01, whichever shall first occur.

### **ARTICLE 3 CONDITIONS OF CONTRIBUTION**

- 3.01 Conditions of Contribution. Subject to Section 2.03, the obligation of FCM to disburse the Grant to the Recipient is conditional upon the Recipient satisfying the conditions set-out in Part 1 of Schedule A attached hereto, to the satisfaction of FCM.

### **ARTICLE 4 REPRESENTATIONS AND WARRANTIES**

- 4.01 Representations and Warranties. The Recipient represents and warrants that:
- (a) it is duly established under the laws of the Province of Ontario and has the legal power and authority to enter into, and perform its obligations under this Agreement and the Project;
  - (b) this Agreement has been duly authorized and executed by it and constitutes a valid and binding obligation of it, enforceable against it in accordance with its terms;
  - (c) neither the making of this Agreement nor the compliance with its terms and the terms of the Project will conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under any indenture, debenture, agreement or other instrument or arrangement to which the Recipient is a party or by which it is bound, or violate any of the terms or provisions of the Recipient's constating documents or any license, approval, consent, judgment, decree or order or any statute, rule or regulation applicable to the Recipient; and
  - (d) no litigation, arbitration or administrative proceedings are current or pending or have been threatened, and so far as the Recipient is aware no claim has been made, which is likely to have an adverse effect on its preparation and/or delivery of the Project or its compliance with its obligations under this Agreement.
  - (e) the Recipient Intellectual Property does not contain any third party intellectual property, confidential information or trade secrets. The Recipient further represents and warrants that it is the exclusive owner of all intellectual property rights contained in the Recipient Intellectual Property and that it has the right to grant the license granted in Section 6.02 of this Agreement.

### **ARTICLE 5 COVENANTS**

- 5.01 Affirmative Covenants. Unless FCM shall otherwise agree in writing, the Recipient covenants and agrees that it shall:
- (a) use the Grant only for Eligible Activities relating to the Project;

- (b) carry out the Project and conduct the activities thereof in compliance with all applicable laws and regulations and, without restricting the generality of the foregoing, in compliance with all labour, environmental, health and safety and human rights legislation applicable to the Project;
- (c) carry out the Project with due diligence and efficiency and in accordance with sound engineering, scientific, financial and business practices;
- (d) provide FCM with prompt notice of any:
  - (i) material change to the Project;
  - (ii) proposed change in the nature or scope of its legal status; or
  - (iii) act, event, litigation or administrative proceeding that does or may materially and adversely affect the Project or may materially and adversely affect the ability of the Recipient to perform its obligations under this Agreement or the Project.

5.02 Negative Covenants. Unless FCM shall otherwise agree in writing, the Recipient shall not:

- (a) use the Grant for expenditures that are not Eligible Expenditures;
- (b) for 5 years after the date of this Agreement, sell, assign, transfer, lease, exchange or otherwise dispose of, or contract to sell, assign, transfer, lease, exchange or otherwise dispose of, any of the real or personal property, whether movable or immovable, acquired, purchased, constructed, rehabilitated or improved, in whole or in part, with the Grant (the “**Assets**”); if at any time within 5 years after March 31, 2021, the Recipient sells, assigns, transfers, leases, exchanges or otherwise disposes of any Asset other than to the Government of Canada, a local government, or with the Government of Canada's consent, the Recipient may be required to pay back to FCM, at FCM's sole discretion, all or a portion of the Grant that was disbursed by FCM to the Recipient.

## ARTICLE 6 INTELLECTUAL PROPERTY

- 6.01 Intellectual Property. Copyright in all reports and other documents prepared in connection with this Agreement or the Project by or on behalf of the Recipient (the “Recipient Intellectual Property”) will be the exclusive property of, and all ownership rights shall vest in, the Recipient.
- 6.02 License. The Recipient hereby grants to FCM an irrevocable, perpetual, worldwide, royalty-free, sole license, to use, publish, make improvements to, sub-license, translate and copy the Recipient Intellectual Property. This license shall survive the expiration or termination of this Agreement.

## ARTICLE 7 APPROPRIATIONS

- 7.01 Appropriations. Notwithstanding FCM's obligation to make any payment under this Agreement, this obligation does not arise if, at the time when a payment under this Agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for the Government of Canada making the necessary payment to FCM for the project or program in relation to which the Grant is being provided. FCM may reduce, delay or terminate any payment under this Agreement in response to the reduction or delay of appropriations or departmental funding levels in respect of transfer payments, the project or program in relation to

which the Grant is being provided, or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. FCM will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction, delay or termination of funding.

## **ARTICLE 8 MEMBERS OF THE HOUSE OF COMMONS AND SENATE**

- 8.01 No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement, or to any benefit arising from it, that is not otherwise available to the general public. The Recipient will promptly inform FCM should it become aware of the existence of any such situation.

## **ARTICLE 9 NO BRIBES**

- 9.01 The Recipient guarantees that no bribe, gift or other inducement has been paid, given, promised or offered to any person in order to obtain this Agreement. Similarly, no person has been employed to solicit or secure the Agreement upon any agreement for a commission, percentage, brokerage or contingent fee. The Recipient also guarantees that it has no financial interest in the business of any third party that would affect its objectivity in carrying out the Project.

## **ARTICLE 10 AUDIT AND ACCESS**

- 10.01 Audit and Access.

- (a) FCM reserves the right to undertake, at any time, at its expense, any audit of the records and accounts of the Recipient in relation to the Project. The Recipient agrees to ensure that prompt and timely corrective action is taken in response to any audit findings and recommendations conducted in accordance with this Agreement. The Recipient will submit to FCM in a timely manner, a report on follow-up actions taken to address recommendations and results of the audit.
- (b) The Recipient shall maintain proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, employee timesheets, and vouchers, in respect of the Project. The Recipient covenants and agrees that it shall keep all such books and records of the Project for at least 6 years after the termination of this Agreement.
- (c) Upon FCM's request with reasonable prior notice thereto, the Recipient shall provide FCM and its designated representatives with reasonable and timely access to sites, facilities, and any documentation relating to the Project for the purposes of audit, inspection, monitoring, evaluation, and ensuring compliance with this Agreement, and permit FCM to communicate directly with, including the receipt of information from, its external auditors regarding its accounts and operations relating to the Project.
- (d) The Government of Canada, the Auditor General of Canada, and their designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of this Agreement and any records and accounts respecting the Project and will have reasonable and timely access to sites, facilities and any documentation relevant for the purpose of audit.

## ARTICLE 11 CONFIDENTIALITY

### 11.01 Confidentiality.

- (a) All processes, documents, data, plans, material, policies or information pertaining to either Party's operations which is obtained by the other Party ("**Receiving Party**") or furnished to the Receiving Party in connection with this Agreement and expressly identified as confidential thereby, including, without limitation, the terms of this Agreement, ("**Confidential Information**") shall be maintained by the Receiving Party in strict confidence and shall not be disclosed to any person or entity for any reason or used by the Receiving Party except as necessary for it to perform its obligations hereunder.
- (b) The limitations contained in this section shall not apply to (a) Confidential Information which is in the public domain at the time of disclosure; (b) Confidential Information that becomes part of the public domain after disclosure through no fault of the Receiving Party; (c) Confidential Information that the Receiving Party can prove was known by the Receiving Party at the time of disclosure; (d) Confidential Information that the Receiving Party can prove was supplied to the Receiving Party by a third party or was independently developed by the Receiving Party; or (e) Confidential Information required to be disclosed pursuant to judicial process.

## ARTICLE 12 TERMINATION

### 12.01 Termination of the Agreement.

- (a) FCM may terminate this Agreement:
  - (i) if the Recipient breaches any term or condition of this Agreement, and fails to remedy such breach upon the expiry of 15 Business Days' written notice from FCM of such breach or, with respect to a breach that cannot be remedied within the 15 Business Day period, such longer period of time as FCM may reasonably provide the Recipient to remedy the breach, provided the Recipient has commenced to remedy the breach within the 15 Business Day period and is actively and diligently taking appropriate measures to remedy the breach;
  - (ii) if the Recipient becomes insolvent and/or proceedings have been commenced under any legislation or otherwise for its dissolution, liquidation or winding-up, or bankruptcy, insolvency or creditors' arrangement proceedings have been commenced by or against the Recipient;
  - (iii) if, in FCM's sole discretion, the Project cannot be completed as initially presented; and
  - (iv) if the Parliament of Canada fails to pass an appropriation that is sufficient and constitutes lawful authority for the Government of Canada making the necessary payment to FCM for the project or program in relation to which the Grant is being provided.
- (b) Either Party may, on not less than 30 days' prior written notice to the other Party, terminate this Agreement.

### 12.02 Effect of Termination. If this Agreement is terminated pursuant to Section 12.01, the Recipient may be:



- (a) reimbursed for all or a portion of the expenses they have incurred in relation to the Project up to the effective date of termination; or
- (b) required to pay back to FCM all or a portion of the Grant Amount that was disbursed by FCM to the Recipient prior to the effective date of termination;

as applicable, all subject to FCM's sole discretion and satisfaction, taking into consideration out-of-pocket expenses incurred and results reported by the Recipient in connection with the Project.

### **ARTICLE 13 INDEMNITY**

- 13.01 Indemnity. The Recipient hereby agrees to indemnify and hold harmless FCM and its officers, directors, employees and agents (collectively, the "**Indemnified Parties**") from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, a "**Claim**"), by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, but only to the extent that such Claim arises out of or is in connection with the Recipient's breach of this Agreement or is caused by the negligence or wilful misconduct of the Recipient in the performance of its obligations hereunder or otherwise in connection with the Project.
- 13.02 Intellectual Property Indemnity. Recipient shall defend or settle at its expense any claim or suit against FCM arising out of or in connection with an assertion that the Recipient Intellectual Property infringes any intellectual property right and Recipient shall indemnify and hold harmless FCM from damages, costs, and attorneys' fees, if any, finally awarded in such suit or the amount of the settlement thereof; provided that (i) Recipient is promptly notified in writing of such claim or suit, and (ii) Recipient shall have the sole control of the defense and/or settlement thereof.

### **ARTICLE 14 MISCELLANEOUS PROVISIONS**

- 14.01 Notice. Any notice, document or other communication required to be given under this Agreement shall be in writing and shall be sufficiently given if sent by personal delivery/courier, registered mail or email to the other Party at its address indicated in Schedule D attached hereto, or to such other address, email address or person that the Party designates in writing to the other Party. The notice shall be deemed to have been delivered on the day of personal delivery, on the day received by email (as evidenced by a transmission confirmation), or on the fifth day following mailing.
- 14.02 Relationship of the Parties. The relationship between the Recipient and FCM is, and shall at all times be and remain, essentially that of a recipient and a grantor, and this Agreement does not and shall not be deemed to create a joint venture, partnership, and fiduciary or agency relationship between the Parties for any purpose. Neither the Recipient, nor any of its personnel are engaged as an employee, servant or agent of FCM.
- 14.03 Public Announcements. The Recipient shall cooperate with FCM, who will lead the preparation and issuance of the public funding announcement for the Project and/or the coordination of a public announcement event attended by FCM and the Government of Canada. The Recipient will be informed of the process immediately after the signature of this Agreement. If any public statement or release is so required, the Recipient shall promptly inform FCM of upcoming promotional events related to the Project and allow FCM and the Government of Canada to participate in such media activities or events.

- 14.04 Project Branding. The Recipient shall recognize and state in an appropriate manner, as approved by FCM, the financial assistance offered by FCM concerning the Project and the contribution of the Government of Canada to FCM, as specified in Part 3 of Schedule C attached hereto. If requested by FCM, the Recipient shall have affixed, in content, form, location and manner acceptable to FCM, signage acknowledging the contribution of FCM and the Government of Canada to the Project. The Recipient shall adhere to the policies regarding the use of graphic design elements and signage as specified in Part 3 of Schedule C attached hereto.
- 14.05 Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, understandings, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided.
- 14.06 Survival. Except as otherwise provided herein, those sections of this Agreement which, by the nature of the rights or obligations set-out therein might reasonably be expected to survive any termination or expiry of this Agreement, shall survive any termination or expiry of this Agreement.
- 14.07 Amendments. No amendment of the Agreement will have any force or effect unless reduced to writing and signed by both Parties.
- 14.08 Assignment. This Agreement cannot be assigned by either of the Parties hereto without the prior written consent of the other Party.
- 14.09 Enurement. This Agreement shall enure to the benefit of, and shall be binding upon, the Parties and their respective, heirs, executors, administrators, successors and permitted assigns.
- 14.10 Governing Law. This Agreement shall be governed by and construed in accordance with the law of the Province of Ontario and the federal laws of Canada applicable therein.
- 14.11 Severability. Each of the binding provisions contained in this Agreement is distinct and severable. Any declaration by a court of competent jurisdiction of the invalidity or unenforceability of any binding provision or part of a binding provision will not affect the validity or enforceability of any other provision of this Agreement.
- 14.12 Waiver. No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Agreement, or the waiver by any Party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.
- 14.13 Counterparts. This Agreement may be executed and delivered (including by facsimile transmission or in protocol document format ("PDF")) in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement as of the date written below.

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

Per: \_\_\_\_\_

Name: Andy Letham

Title: Mayor

Date: \_\_\_\_\_

Per: \_\_\_\_\_

Name: Cathie Ritchie

Title: City Clerk

Date: \_\_\_\_\_

*We have authority to bind the Recipient herein.*

**FEDERATION OF CANADIAN MUNICIPALITIES,**

Per: \_\_\_\_\_

Name: Shannon Joseph

Title: Director, MCIP

Date: \_\_\_\_\_

*I have authority to bind FCM herein.*

## **Schedule A**

### **Part 1 Conditions of Contribution**

The obligation of FCM to disburse the Grant Amount is conditional upon the Recipient satisfying the following conditions, to the satisfaction of FCM:

- Completed Request for Contribution in the form of Schedule C, Part 1
- Receipt and acceptance of all reports which are a condition of disbursement
- Letter of Attestation in the format of Part 2 of Schedule C
- Confirmation that all expenses claimed are eligible including a completed Expense Claim in the form of Part 2 of Schedule C (Expense Claim).

The Recipient acknowledges and agrees that, notwithstanding the foregoing conditions, FCM's obligation to disburse the Grant Amount is subject to Article 7 of the Agreement.

## Schedule A

### **Part 2 Description of Project, Statement of Work and Project Expenditures**

The Recipient will undertake a Project in accordance with the phases, activities and/or milestones outlined in the below Statement of Work.

Project Number: MCIP 15346

Project Title: City of Kawartha Lakes Healthy Environment Plan

Project Sector: Energy

Project Type: Plan

The City of Kawartha Lakes will develop a Healthy Environment Plan to understand and address climate change in Kawartha Lakes. This plan will consider both climate change mitigation and adaptation. In addition, through this project, the City will be completing Milestones 1 through 3 of FCM's Partners for Climate Protection five-milestone framework for community sources of emissions.

Objectives of the Plan are outlined below:

1. Provide a city-wide baseline and forecast of GHG emissions and potential climatic impacts
2. Outline a comprehensive strategy for Kawartha Lakes to respond to climate change locally

To achieve this Plan, the city will:

- Quantify community GHG emissions to create a baseline inventory and forecasts;
- Identify potential climatic impacts that are likely in Kawartha Lakes;
- Assess the vulnerability and risks of the potential climatic impacts;
- Establish goals and targets for Kawartha Lakes to work towards;
- Identify, assess, and recommend strategies to achieve the goals and targets; and
- Develop an effective implementation approach to put the plan into action.

A key component of the planning process is extensive stakeholder and community engagement to provide robust outreach, soliciting input from a range of corporate and community stakeholders, and building buy-in and support.

Creation of the Healthy Environment Plan will enhance the community's ability to plan and adapt for the climatic changes that will likely occur in Kawartha Lakes. The intention is to foster measurable and sustained results in both mitigating and slowing down emission effects on the environment and having meaningful actions in progress to adapt to climate changes as they occur. An economic development lens is also being applied to keep energy dollars local, support green industry and skills training, and leverage business and tourism opportunities associated with changing climatic conditions. This approach will support families and businesses in Kawartha Lakes and make the City more resilient to environmental change.

Project Start Date	Project End date
01 FEB 2017	01 FEB 2019

Phases	Start date	End date	Eligible Expenditures (\$)	Ineligible Expenditures (\$)	Total Expenditures (\$)
Phase 1: Project Planning	01 FEB 2017	30 OCT 2017			
Milestone: Kick-Off Meeting and Steering Committee Meetings Completed; Detailed Workplan; Engagement & Communication Strategy; Working Group Terms of Reference/Working Group Formed; Intro Presentation Delivered					
Task 1.1: Project Initiation and Kick-Off Meeting				3,100	3,100
Task 1.2: Gather and Review Background Information				2,400	2,400
Task 1.3: Form the Organizational Structure			900		900
Task 1.4: Establish the Working Group				4,700	4,700
Task 1.5: Steering Committee Meeting #1			3,100		3,100
Task 1.6: Prepare the Engagement and Communications Strategy				3,700	3,700
Task 1.7: Introductory Presentation to Council and Communications Update			2,600		2,600
[Add task description here]					0
Phase 1 Subtotals			\$6,600	\$13,900	\$20,500
Phase 2: Define Current Conditions and Baseline Data	01 AUG 2017	28 FEB 2018			
Milestone: Current Conditions Report (with GHG baseline and climate projections); Vulnerability and Risk Assessments; Working Group and Steering Committee Meetings Delivered; Community & Stakeholder Engagement Round Completed					
Task 2.1: Collect Data for GHG Baseline			9,300		9,300
Task 2.2: Review Past Local Climate Information and Projected Climate Trends			8,000		8,000
Task 2.3: Prepare Draft Current Conditions and Baseline Report (Climate Science & GHG Inventory)			12,400		12,400
Task 2.4: Steering Committee Meeting #2			4,000		4,000
Task 2.5: Working Group Meeting #1			5,500		5,500
Task 2.6: Conduct Vulnerability and Risk Assessments			10,800		10,800
Task 2.7: Communications Update			500		500
Task 2.8: Community & Stakeholder Engagement Round #1			13,400		13,400
Phase 2 Subtotals			\$63,900	\$0	\$63,900

<b>Phase 3: Develop Forecasts, Vision, Goals and Targets</b>	01 JAN 2018	30 APR 2018		
<b>Milestone:</b> GHG Forecasts and Climate Change Scenarios; Established Vision, Goals, Targets; Working Group and Steering Committee Meetings Completed; Update Presentation to Council Delivered				
Task 3.1: Develop Business-As-Usual Forecasts and Climate Change Scenarios		9,500		<b>9,500</b>
Task 3.2: Steering Committee Meeting #3		4,000		<b>4,000</b>
Task 3.3: Develop Vision, Goals and Targets		6,400		<b>6,400</b>
Task 3.4: Working Group Meeting #2		5,500		<b>5,500</b>
Task 3.5: Finalize Vision, Goals and Targets		2,900		<b>2,900</b>
Task 3.6: Presentation to Council and Communications Update		4,300		<b>4,300</b>
[Add task description here]				<b>0</b>
[Add task description here]				<b>0</b>
<b>Phase 3 Subtotals</b>		<b>\$32,600</b>	<b>\$0</b>	<b>\$32,600</b>
<b>Phase 4: Develop Climate Change Action</b>	01 MAR 2018	30 NOV 2018		
<b>Milestone:</b> Long-List of Actions/Strategies Developed, Assessed, and Prioritized; Steering Committee and Working Group Meetings Completed; Community and Stakeholder Engagement Round Completed				
Task 4.1: Community & Stakeholder Engagement - Round #2		13,400		<b>13,400</b>
Task 4.2: Develop Long List of Mitigation & Adaptation Actions/Strategies		17,500		<b>17,500</b>
Task 4.3: Steering Committee Meeting #4		4,000		<b>4,000</b>
Task 4.4: Propose Criteria for Assessing Actions/Strategies		3,200		<b>3,200</b>
Task 4.5: Working Group Meetings #3 and #4		11,100		<b>11,100</b>
Task 4.6: Develop Forecasts to 2030 (with anticipated mitigation initiatives)		4,800		<b>4,800</b>
Task 4.7: Steering Committee Meeting #5		3,900		<b>3,900</b>
Task 4.8: Refine and Prioritize Actions		5,800		<b>5,800</b>
<b>Phase 4 Subtotals</b>		<b>\$63,700</b>	<b>\$0</b>	<b>\$63,700</b>

<b>Phase 5: Prepare Healthy Environment Plan</b>	01 AUG 2018	01 FEB 2019	
<b>Milestone:</b> Draft and Final Healthy Environment Plan; Steering Committee and Working Group Meetings Complete; Plan Presented and Adopted by Council; Final Reporting and Submissions to FCM			
Task 5.1: Prepare Draft Implementation and Monitoring Strategy	7,800		<b>7,800</b>
Task 5.2: Prepare Draft Healthy Environment Plan	19,700		<b>19,700</b>
Task 5.3: Steering Committee Meeting #6	4,000		<b>4,000</b>
Task 5.4: Working Group Meeting #5	5,500		<b>5,500</b>
Task 5.5: Steering Committee Meeting #7	4,600		<b>4,600</b>
Task 5.6: Prepare Final Healthy Environment Plan	6,400		<b>6,400</b>
Task 5.7: Presentation of Final Plan to Council	4,800		<b>4,800</b>
Project Management and Final Submissions	16,500		<b>16,500</b>
<b>Phase 5 Subtotals</b>	<b>\$69,300</b>	<b>\$0</b>	<b>\$69,300</b>
<b>Total Expenditures</b>	<b>\$236,100</b>	<b>\$13,900</b>	<b>\$250,000</b>

<b>Total Eligible Expenditures</b>	<b>\$236,100</b>
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## Schedule A

### **Part 3 Reporting Requirements and Project Deliverables**

The following reports are to be provided to FCM at the time a disbursement request is made or at the completion of the Project. The format of each report is as provided in Part 3 of Schedule C.

<b>Name of Report</b>	<b>Due Date:</b>	<b>Content</b>
Preliminary Report	31 MAR 2018	Current Conditions Report (with GHG baseline and climate projections); Vulnerability and Risk Assessments; Results of the Working Group and the Steering Committee Meetings.
Final Healthy Environment Plan	01 MAR 2019	Final Healthy Environment Plan; Evidence of the completion of all the milestones.
Completion Report	01 MAR 2019	See Schedule C, Part 2 for instructions

## **Schedule B**

### **Part 1 Grant amount**

Subject to the terms and conditions of this Agreement, FCM agrees to contribute towards the Eligible Expenditures an amount (the “**Grant Amount**”) that is equal to the lesser of:

the sum of One Hundred Seventy-Five Thousand dollars (\$175,000); or

Eighty percent (80%) of Eligible Expenditures;

Notwithstanding the foregoing, if the aggregate amount of funding received or to be received from all sources of funding, other than the Recipient, as described in Part 2 of Schedule B (all as determined and calculated by FCM) is greater than the total expenditures incurred by the Recipient in respect of the Project then FCM may reduce the Grant Amount to such amount as it deems appropriate, in its sole and absolute discretion.

## Schedule B

### Part 2 Particulars of the Sources of Funding

The funding sources for this initiative are outlined in the table below. Each funding source indicates the amount of funding and when the funding was confirmed or is expected to be confirmed.

<b>Funding source</b>	<b>Description</b>	<b>Confirmed (Y/N)</b>	<b>Date committed DD-MM-YYYY</b>	<b>Amount (\$)</b>	<b>% of total budget</b>
FCM Grant	Grant	O	21 NOV 2017	\$175,000	70%
City of Kawartha Lakes	Cash	O	18 SEP 2017	\$75,000	30%
<b>Total funding:</b> <b>[Must equal budget total expenditures]</b>				<b>\$250,000</b>	<b>100%</b>

<b>Budget total expenditures</b>	<b>\$250,000</b>
<b>Budget total Eligible Expenditures</b>	<b>\$236,100</b>

## Schedule B

### **Part 3 Payment Schedule/ Period of Funding**

FCM will disburse the Grant Amount as determined in this table upon completion of milestones or activities as evidenced by submission and acceptance by FCM of Milestone Report/ERR/Final Report and a Request for Contribution.

The Milestone Report/ERR/Final Report and Request for Contribution must be submitted at least 30 days prior to the date of disbursement.

The Recipient must notify FCM in writing of any anticipated delays in this disbursement schedule. FCM reserves the right to adjust dates of disbursement or amounts subject to Article 7 of the Agreement.

<b>Milestone/deliverable</b>	<b>Date of Report Submission</b>	<b>Expected Date of Disbursement</b>	<b>Amount of Disbursement</b>	<b>% (Up to 80% of Eligible Expenditures)</b>
<b>Completion of Milestones 1 and 2</b>	31 MAR 2018	-	\$56,400	32.23 %
<b>Completion of Milestones 3, 4 and 5</b>	01 MAR 2019	-	-	-
<b>Completion Report</b>	01 MAR 2019	01 APR 2019	\$118,600	67.77 %

#### **Period of Funding.**

The period of funding is defined as the period between Project Start Date and 90 days after the Project End Date as set out in Part 2 of Schedule A.

## Schedule C

### Part 1 Request for Contribution, Letter of Attestation and Expense Claim

#### **[LETTERHEAD OF THE RECIPIENT]**

**[Address]**

**[Date]**

Federation of Canadian Municipalities  
24 Clarence Street  
Ottawa, Ontario  
K1N 5P3

Attention: Mr. Sami El Euch  
Project Officer - MCIP

Ladies and Gentlemen:

**Re: MCIP – no. 15346 Agreement between the Federation of Canadian Municipalities (as Trustee) and the Corporation of the City of Kawartha Lakes (“Recipient”) (the “Agreement”)**

I, **[Instruction: insert the name of a person named in the agreement]**, the **[Instruction: insert the title]**, of the Recipient certify and confirm that the Recipient is requesting the **1<sup>st</sup>/2<sup>nd</sup>/3<sup>rd</sup>** or Final (Please choose which contribution you are requesting) Contribution and that the Recipient has satisfied each condition of contribution listed below. I understand that all information below must be submitted and accepted in order for FCM to be able to proceed to funds transfer.

I am attaching to this request for contribution all reports specified as a condition of disbursement in Part 3 of Schedule A:

- **[Instruction: insert the title of report]**
- Letter of Attestation.

In addition, I have also attached the following documents:

- The Expense Claim
- Updated statement of funding sources and amounts (Part 2 of Schedule B)

The [lead organisation] would like to have the Contribution to be disbursed to the following account:

Name of Bank:  
Address of Bank:  
Telephone no. of Bank: XXX-XXX-XXXX  
Bank no.: XXX **[3 Digits]**  
Transit no.: XXXXX **[5 Digits]**  
to the credit of Recipient's Account no.:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Letter of Attestation for Expense Claim

### [LETTERHEAD OF THE RECIPIENT]

[Address]  
[Date]

TO: The Federation of Canadian Municipalities

This letter of attestation (the “**Letter**”) is issued pursuant to the Agreement #\_\_\_\_\_ (project number) dated \_\_\_\_\_ (the “**Agreement**”) between the Federation of Canadian Municipalities (“**FCM**”) and \_\_\_\_\_ (the “**Recipient**”), and in support of the expense claim submitted by the Recipient to FCM for reimbursement of expenses incurred and paid by the Recipient in relation to the Project (the “**Expense Claim**”).

All defined terms used in this Letter and not otherwise defined shall have the corresponding meaning in the Agreement.

I am an authorized official of the Recipient and I hereby certify, in satisfaction of the terms and conditions of the Agreement, that:

- i. All expenses claimed in the Expense Claim have been incurred and paid by the Recipient;
- ii. All expenses claimed in the Expense Claim relate to the Project;
- iii. All expenses claimed in the Expense Claim relate to Eligible Activities in compliance with the eligible activity requirements described in Part 4 of Schedule C to the Agreement; and
- iv. All expenses claimed in the Expense Claim are Eligible Expenditures in compliance with the Eligible Expenditure requirements described in Part 4 of Schedule C to the Agreement.
- v. All expenses claimed have been incurred during the Period of Funding.

\_\_\_\_\_  
Name and title of authorized officer of Recipient

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# Expense Claim

## [LETTERHEAD OF THE RECIPIENT]

[Address]

[Date]

Project Number	MCIP 15346
Project Title	City of Kawartha Lakes Healthy Environment Plan

The following expenditures have been incurred from the period between XXXX and YYYY for the completion of the milestones identified.

Milestone Completed	Total Budgeted Expenditures (\$) (as per Part 2 of Schedule A per milestone)	Total Actual Eligible Expenditures Net of Tax Rebates per milestone(\$)	Total Actual Ineligible Expenditures Net of Tax Rebates per milestone (\$)	Total Actual Expenditures Net of Tax Rebates per milestone (\$)
Phase 1: Project Planning	6,600			
Phase 2: Define Current Conditions and Baseline Data	63,900			
Phase 3: Develop Forecasts, Vision, Goals and Targets	32,600			
Phase 4: Develop Climate Change Action	63,700			
Phase 5: Prepare Healthy Environment Plan	69,300			
<b>Total Expenditures (\$)</b>	<b>\$236,100</b>	<b>\$</b>	<b>\$</b>	

Expenditures Incurred by Expenditure Category (as per Part 4 of Schedule C)	Total Actual Eligible Expenditures Net of Tax Rebates (\$)	Total Actual Ineligible Expenditures Net of Tax Rebates (\$)	Total Actual Expenditures – Net of Tax Rebates (\$)
Administrative and Overhead Expenditures			
Capital Expenditures			
Equipment rental			
In-Kind	N/A		
Meetings, Training Sessions and public gatherings			
Professional and/or Technical Services			
Staff remuneration			
Supplies and materials			
Travel and accommodation			
<b>Total Expenditures Incurred (\$)</b>	<b>\$</b>		

## Schedule C

### **Part 2: Reporting requirements (Plans)**

As a recipient of MCIP funding, you must complete the following reporting requirements:

#### **1) Completion report**

MCIP grant recipients are required to submit a completion report at the end of their funded initiative. You will be required to submit the completion report using an online form, which includes the questions listed on the next page.

Please prepare your answers prior to submitting them online, as the form will need to be completed in one session. In answering the questions, please use plain language that can be understood by non-specialists. Refer to the suggested word counts for an estimate of how much detail to provide for each question.

The Completion Report must be submitted within thirty days of the end date indicated in Schedule A and prior to requesting your final disbursement. The Completion Report is available at the following web address, and must be submitted online: <https://www.research.net/r/plancompletionreport>

Any supporting documents should be emailed to your assigned project officer, in either MS Word (.doc or .docx) or PDF format.

#### **2) Final plan**

You must email an electronic copy of the final plan to your assigned project officer, in either MS Word (.doc or .docx) or PDF format. Note that documents displaying headers, footers, titles or watermarks containing terms like “draft” or “for internal use only” will not be accepted.

#### **Important information**

**COPYRIGHT:** You must hold the copyright to the content that you submit to us, as we may post your Completion Report and supporting documents on the FCM website. This means that you own all the rights to the documents and can decide who is allowed to reproduce and distribute it.

**CONFIDENTIALITY:** If your Completion Report contains any confidential information that you would prefer not be made available to the public (e.g. through a case study or other materials produced by FCM that relate to your project), please indicate this in the respective area when answering the questions.

If you have questions about completing the above reporting requirements, please consult your assigned project officer.

### **Questions for Completion Report (Plans)**

#### **Summary information**

1. What is your MCIP number?
2. What is the working title of your MCIP-funded initiative?
3. What is the climate focus of the plan? (e.g. adaptation or GHG emissions reduction)
4. What is the name of the lead applicant? (e.g. name of the organization)



5. In what province is the lead applicant located?
6. Please provide the contact information for the lead applicant (e.g. phone, email, and mailing address).
7. Please provide the contact information for someone who can be contacted for more information about the plan, if different from the lead applicant (e.g. name, title, phone, email, and mailing address).

### **Summary of the plan**

8. What specific objectives does the plan seek to help the community attain and how will it reduce GHG emissions and/or reduce vulnerability to climate impacts? (e.g. relating to energy conservation, transportation, flooding, etc.) (200 words)
9. What is the expected # of tonnes of GHG emissions to be reduced following the implementation of the plan? (note: only for plans focused on mitigation)
10. What is the geographic scope of the plan? (100 words)
11. What date range does the plan cover and/or when will it next be revised?
12. How was the plan paid for? Please indicate the relevant funding sources and the amount provided through each one:

<b>Funding source</b>	<b>Amount</b>
Federal funding	
Provincial or territorial funding	
Municipal funding	
FCM funding	
Other (please specify)	

13. Briefly describe the methodology used to develop this plan, from the concept stage through to arriving at a final version. (200 words)
14. What are the next steps for the implementation of this plan and when do you expect them to occur? (e.g. Council approval, budget allocation, etc.) (200 words)
15. Were there any significant changes to the scope and/or costs for the development of this plan (as described in Part 2 of Schedule A of the Agreement) since the start of the work? If so, please describe these changes and provide a brief explanation. (300 words)

### **Who was involved?**

16. Briefly describe who was involved in developing this plan and what their role was (e.g. municipal staff, elected officials, consultants, community groups, the general public, etc.) (200 words)
17. Was there a project champion who was instrumental to the completion of the plan? If so, please include his or her name, title and contact information, and describe his or her role in the preparation of the plan. (100 words)
18. If the lead applicant is not a municipality, briefly explain why your organization undertook the development of this plan. (200 words)

### **Benefits of the plan**

19. What specific environmental, social, and/or economic objectives emerged in the development of the plan? (200 words)
20. What changes do you anticipate to municipal operations, policies, and/or programs as a result of having developed this plan? (200 words)

### **Lessons learned**

In answering the questions in this section, please share reflections based on your experience in developing the plan, from the initial planning stages through to its completion.

21. What would you have done *differently* and why? (200 words)
22. What were the key factors that allowed for the plan to be developed successfully and why? (200 words)
23. What barriers and/or challenges did you encounter in developing this plan and how were these addressed? (200 words)

### **Knowledge sharing**

24. Aside from the plan itself, did your work result in anything else that could be of use to other municipalities? If so, please briefly describe each item below, and email a copy to your project officer so that it can be shared. (note: this could include a new policy, operating practice, model by-laws, a public consultation manual, check-lists, a measurement tool to assess progress in adapting to the impacts of climate change and/or reducing GHG emissions, etc.) (200 words)
25. Did your municipality refer to any informational resources or consult with other municipalities in the development of this plan? If so, which ones and how? (200 words)
26. Is there a website where more information about the plan can be found? If so, please provide the link.
27. Would someone from your municipality like to provide a 50-100 word quote about the plan? If so, please include it below, along with the full name and title of the person. (note: the quote could highlight the plan's objectives and/or targets, anticipated outcomes, etc.)

### **Awards and recognition**

28. Please describe any recognition, awards, or notable public support received relating to this plan. (200 words)

## **Schedule C**

### **Part 3 Accepted Practices**

The Recipient shall incorporate the following language into the Final Plan or Final Study or Final Capital Project, as applicable, and the Final Completion Report, unless it has received written notice to the contrary from FCM:

“© 201X, **[Recipient: Insert legal name here]**. All Rights Reserved.

The preparation of this [plan/ study/capital project] was carried out with assistance from the Government of Canada and the Federation of Canadian Municipalities. Notwithstanding this support, the views expressed are the personal views of the authors, and the Federation of Canadian Municipalities and the Government of Canada accept no responsibility for them.”

## Schedule C

### Part 4 Eligible Activities and Expenditures

**Eligible expenses must be incurred after the Eligible Expenditure Date of 11 JUL 2017**

#### Eligible Activities

Expenditure Category	Eligible Expenditures	Ineligible Expenditures
<b>1) Pre-application</b>	N/A	<ul style="list-style-type: none"> <li>Any expenditure incurred prior to FCM's eligible expenditure date.</li> <li>Expenditure of developing this proposal or application.</li> </ul>
<b>2) Administrative and Overhead Expenditures</b>	<p>Administrative expenditures that are directly linked to and have been incurred for the project, such as:</p> <ul style="list-style-type: none"> <li>Communication expenditures (e.g. long-distance calls or faxes).</li> <li>Permits or certifications required for the project.</li> <li>Outsourced printing or photocopying.</li> <li>Acquisition of documents used exclusively for the project.</li> <li>Document translation.</li> <li>Transportation, shipping, and courier expenditures for delivery of materials essential for the project.</li> <li>Design and production of communication products to promote project outcomes and benefits to the public.</li> <li>Advertising, website development, project education materials or expenditures to disseminate project communications products.</li> <li>Public engagement expenditures, such as surveys, web tools, other materials.</li> </ul>	<p>General overhead expenditures incurred in the regular course of business, such as:</p> <ul style="list-style-type: none"> <li>Office space, real estate fees and supplies.</li> <li>Financing charges and interest payments.</li> <li>Promotional items.</li> <li>Hospitality expenses (food and drink, alcohol, entertainment, etc.).</li> </ul>
<b>3) Capital Expenditures</b>	<ul style="list-style-type: none"> <li>Specialized system hardware.</li> <li>Software expenditures up to a maximum of \$25,000 will be accepted, unless otherwise approved by FCM.</li> <li><b>For Capital Projects only:</b> Expenditures essential for conducting the project. This would include construction expenditures, materials, renovation and modernization expenditures, and installations expenditures.</li> </ul>	<ul style="list-style-type: none"> <li>Purchase or lease of real estate.</li> <li>Capital expenditures related to regular business activities and not a specific requirement of the project.</li> </ul>

<b>4) Equipment Rental</b>	<ul style="list-style-type: none"> <li>Rental of tools and equipment.</li> <li>Related operating expenditures such as fuel and maintenance expenditures.</li> </ul>	<ul style="list-style-type: none"> <li>Rental of tools or equipment related to regular business activities.</li> </ul>
<b>5) In-Kind</b>	N/A	<ul style="list-style-type: none"> <li>Any goods and services received through donation</li> </ul>
<b>6) Meetings, Training Sessions, and Public Gatherings</b>	<ul style="list-style-type: none"> <li>Expenditures associated with accessing reference materials such as standards, templates and toolkits.</li> <li>Expenditures related to meetings and public gatherings that communicate the project to the public and that collect feedback: Examples: facility rental and audiovisual equipment</li> </ul>	<p>Any hospitality expenses such as:</p> <ul style="list-style-type: none"> <li>Food and drink</li> <li>Alcohol</li> <li>Door prizes</li> <li>Entertainment</li> <li>Music</li> <li>Decorations</li> <li>Flowers, centerpieces</li> <li>Etc.</li> </ul>
<b>7) Professional and/or Technical Services</b>	<ul style="list-style-type: none"> <li>Fees for professional or technical consultants and contractors, incurred in support of eligible activities.</li> </ul>	<ul style="list-style-type: none"> <li>Expenditures associated with regular business activities not related to the project.</li> <li>Legal fees.</li> </ul>
<b>8) Staff Remuneration</b>	<ul style="list-style-type: none"> <li>Daily rates actually paid by the Eligible Recipient to its Employees in Canada for time actually worked on the implementation of the Project. The daily rate per employee shall include the following costs: <ul style="list-style-type: none"> <li>a) direct salaries: actual and justifiable sums paid by the Eligible Recipient to Employees in accordance with the Eligible Recipient's pay scales as regular salary <u>excluding</u> overtime pay and bonuses.</li> <li>b) fringe benefit: in accordance with the Eligible Recipient's policies, as follows: <ul style="list-style-type: none"> <li>i. time-off benefits (prorated to the annual percentage (%) of time actually worked on the implementation of the Project): allowable number of days to be paid by the Eligible Recipient for the following payable absences: statutory holidays, annual vacation, and</li> <li>ii. paid benefits: actual sums paid by</li> </ul> </li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>In-kind contribution of services.</li> <li>Participant salaries.</li> <li>Expenditures related to regular business activities</li> <li>Overtime Pay</li> <li>Bonuses / performance pay</li> <li>Fringe benefits such as; <ul style="list-style-type: none"> <li>sick days</li> <li>pension plan</li> <li>any other fringe benefits not listed as eligible</li> </ul> </li> <li>Costs related to ongoing or other business activities and not specifically required for the project.</li> <li>Staff wages while receiving training or attending learning events.</li> <li>Professional membership fees or dues.</li> </ul>

	<p>the Eligible Recipient for paid benefits (prorated to the annual percentage (%) of time actually worked on the implementation of the Project): the Eligible Recipient's contribution to employment insurance and workers' compensation plans (where applicable), health and medical insurance, group life insurance, or other mandatory government benefits;</p> <p><i>Note: Labour costs must be documented in a manner that meets audit standards for verification of eligibility of cost and level of effort.</i></p>	
<b>9) Supplies and Materials</b>	<ul style="list-style-type: none"> <li>Supplies and materials required to undertake the project.</li> </ul>	<ul style="list-style-type: none"> <li>Expenditures related to regular business activities</li> </ul>
<b>10) Taxes</b>	<ul style="list-style-type: none"> <li>The portion of Provincial/ Harmonized Sales Tax and Goods and Services Tax for which your organization is not eligible for rebate.</li> </ul>	<ul style="list-style-type: none"> <li>The portion of Provincial /Harmonized Sales Tax and Goods and Services Tax for which your organization is eligible for rebate, and any other expenditures eligible for rebates.</li> </ul>
<b>11) Travel and Accommodation</b>	<p><u>For individuals on travel status</u> (individuals travelling more than 16 km from their assigned workplace - using the most direct, safe and practical road.);</p> <ul style="list-style-type: none"> <li>Travel and associated expenses for implementing partners, guest speakers and consultants to the extent that the travel and accommodation rates comply with the Treasury Board of Canada guidelines, and to the extent that such travel is necessary to conduct the initiative. <a href="http://www.canada.ca/en/treasury-board-secretariat/services/travel-relocation/travel-government-business.html">www.canada.ca/en/treasury-board-secretariat/services/travel-relocation/travel-government-business.html</a></li> </ul> <p><i>Where justified, participant travel costs may be claimed with prior written consent from FCM. Under no</i></p>	<ul style="list-style-type: none"> <li>Any travel expense that is not paid in accordance with the Treasury Board of Canada guidelines</li> <li>Any expenditure that is not necessary to conduct the project.</li> <li>Participant honorariums.</li> </ul>

	<i>circumstances will participant honorariums be covered.</i>	
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**Note: Invoices, receipts and timesheets (where applicable), must be sufficiently detailed to enable verification of expenditure eligibility and level of effort.**

#### **Schedule D**

#### **Contact Information**

#### **Notices and Requests.**

Any notice, demand, request or other communication to be given or made under this Agreement to FCM or to the Recipient, other than a notice of default, shall be in writing and may be made or given by personal delivery, by ordinary mail, by facsimile or by electronic mail. A notice of default shall be in writing and delivered by registered mail. Notices shall be addressed as follows:

#### **FCM**

Federation of Canadian Municipalities  
24 Clarence Street  
Ottawa, Ontario  
K1N 5P3

Attention: **Sami El Euch**  
Email: **seleuch@fcm.ca**

#### **Recipient**

The Corporation of the  
City of Kawartha Lakes  
P.O. Box 9000, 26 Francis Street,  
Lindsay, ON K9V 5R8

Attention: **Denise Williams**  
Email: **dwilliams@city.kawarthalakes.on.ca**

# **The Corporation of the City of Kawartha Lakes**

## **Council Report**

**Report Number DEV2018-003**

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**Date:** February 13, 2018

**Time:** 2:00 p.m.

**Place:** Council Chambers

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**Ward Community Identifier:** All

**Subject:** Ontario Municipal Commuter Cycling (OMCC) Program Grant

**Author Name and Title:** Chris Marshall, Director

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### **Recommendation(s):**

**That** Report DEV2018-003, **Ontario Municipal Commuter Cycling (OMCC) Program Grant**, be received; and

**That** the necessary by-law authorizing the execution of an agreement with the Ministry of Transportation be presented to Council for adoption.

**Department Head:**\_\_\_\_\_

**Financial/Legal/HR/Other:**\_\_\_\_\_

**Chief Administrative Officer:**\_\_\_\_\_



## **Background:**

At the July 11, 2017 Council Meeting the following resolution was adopted:

Ron Taylor, CAO

Memorandum

Funding Application - Ontario Municipal Commuter Cycling (OMCC)  
Program

**CR2017-645**

**Moved By** Councillor Strangway

**Seconded By** Councillor Veale

**RESOLVED THAT** the July 11, 2017 Memorandum from CAO Taylor regarding Funding Application - Ontario Municipal Commuter Cycling (OMCC) Program, be received;

**THAT** the City of Kawartha Lakes declares it has a Council approved cycling plan for Bobcaygeon and that all projects submitted in this application for consideration for OMCC funding are supported by the plan;

**THAT** the City of Kawartha Lakes declares that all commuter cycling projects listed in the application and that use OMCC funding meet OMCC program requirements; and

**THAT** the Mayor and City Clerk be authorized to sign the required documents to affect this decision.

**CARRIED**

As a result of this motion, staff submitted an application to the OMCC for a grant for a number of bicycle infrastructure projects in Bobcaygeon. On December 4, 2017, the City received a letter from the Transportation Policy Branch of the Ministry of Transportation saying that we had been approved for a grant for 80% of the items we had applied for in Bobcaygeon and that the City was eligible for an additional \$479,794 in grants through this program.

## **Rationale:**

The City of Kawartha Lakes applied for an 80% grant toward the cost of four bike repair and tire pump stations and 4 bike parking corals in Bobcaygeon for a total cost of \$25,000. In order to receive the grant money, the City is required to adopt an Enabling Bylaw to enter into a Transfer Payment Agreement (see Appendix A) with the Province. The Enabling Bylaw outlines that the City is committed to funding 20% of the projects applied for and will implement the projects as specified in the agreement (Construction must be completed by December 2020).

## **Other Alternatives Considered:**

No alternatives considered

## **Financial/Operation Impacts:**

The City will be required to budget 20% (\$5,000) of the total (\$25,000) cost of the cycling infrastructure proposed for Bobcaygeon

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

The cycling infrastructure proposed for Bobcaygeon relates to a number of Council's Strategic Goals including

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

Encouraging residents to ride their bikes to and around Bobcaygeon will reduce automobile use and the associated greenhouse gasses as well as improve the health of residents. Having good bicycle infrastructure attracts cyclists to the Town who will spend money in the area.

Link to Strategic Plan

<http://links/corpdocs/Corporate/2016%20Final%20Draft%20Strategic%20Plan%20-City%20of%20Kawartha%20Lakes.pdf>

## **Consultations:**

Ministry of Transportation  
The Department of Parks Recreation and Culture  
The Department of Engineering

## **Attachments:**

Appendix A – Ontario Municipal Commuter Cycling (OMCC) Program Transfer Payment Agreement.



OMCC TPA-Kawartha  
Lakes -Final.pdf

**Department Head E-Mail:** [cmarshall@kawarthalakes.ca](mailto:cmarshall@kawarthalakes.ca)

**Department Head:** Ron Taylor, CAO

## ONTARIO MUNICIPAL COMMUTER CYCLING (OMCC) PROGRAM TRANSFER PAYMENT AGREEMENT

**THIS TRANSFER PAYMENT AGREEMENT** for the Ontario Municipal Commuter Cycling (OMCC) Program (the “**Agreement**”), made in quadruplicate, is effective as of the Effective Date (both “**Agreement**” and “**Effective Date**” as defined in section A1.2 (Definitions)).

### B E T W E E N:

**Her Majesty the Queen in right of Ontario**

as represented by the Minister of Transportation for the Province of Ontario

(the “**Province**”)

- and -

**Corporation of the City of Kawartha Lakes**

(the “**Recipient**”)

### BACKGROUND

The Province and the Recipient (the “**Parties**”) recognize that investment in commuter cycling infrastructure is a key component in Ontario’s Climate Change Action Plan.

The Recipient has applied to the Province for funds to assist the Recipient in completing the Projects on the Eligible Projects List (“**Projects**” and “**Eligible Projects List**” as defined in section A1.2 (Definitions)) and further described in Schedule “C” (Eligible Projects List and Timelines).

The Projects support the provincial goals of implementing new or expanded commuter cycling infrastructure to support commuter and frequent cycling.

The Province has agreed, subject to the terms and conditions set out in the Agreement, to financially contribute to the completion of the Projects.

The Agreement sets out the terms and conditions upon which the Province has agreed to provide the Recipient with funding towards the Eligible Costs of each Eligible Project (“**Eligible Costs**” and “**Eligible Project**” as defined in section A1.2 (Definitions)), up to

the maximum set out in the Agreement, and the Recipient has agreed to fund a minimum of 20% of the Eligible Costs of each Eligible Project.

## **CONSIDERATION**

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

### **1.0 ENTIRE AGREEMENT**

#### **1.1 Entire Agreement.** The Agreement, including:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Recipient Information
- Schedule "C" - Eligible Projects List and Timelines
  - Sub-schedule "C.1" - Eligible Projects List
- Schedule "D" - Description of Annual Allocations
  - Sub-schedule "D.1" - Table of Annual Allocations
  - Sub-schedule "D.2" - Form of Annual Declaration of OMCC Participation
- Schedule "E" - Eligible and Ineligible Costs
- Schedule "F" - Reporting and Evaluation
- Schedule "G" - Communications Protocol
- Schedule "H" - Disposal of and Revenues from Assets
- Schedule "I" - Aboriginal Consultation Protocol
- Schedule "J" - Certificates and Declarations
  - Sub-schedule "J.1" - Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Funding Certificate
  - Sub-schedule "J.2" - Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Eligible Projects Declaration
  - Sub-schedule "J.3" - Ontario Municipal Commuter Cycling (OMCC) Program Form of Solemn Declaration of Substantial Completion, and

any amending agreement entered into as provided for in section 4.1 (Amendments),

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

### **2.0 CONFLICT OR INCONSISTENCY**

#### **2.1 Conflict or Inconsistency.** In the event of a conflict or inconsistency between any of the requirements of:

- (a) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail;
- (b) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail; or
- (c) a schedule and any of the requirements of a sub-schedule, the schedule will prevail.

### 3.0 COUNTERPARTS

- 3.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

### 4.0 AMENDING THE AGREEMENT

- 4.1 **Amendments.** The Agreement may only be amended by a written agreement.
- 4.2 **Execution of Amending Agreements.** An amending agreement under section 4.1 (Amendments) must be executed by the respective representatives of the Parties listed in the signature page below.
- 4.3 **Execution of Amending Agreements - Exceptions.** Despite section 4.2 (Execution of Amending Agreements), an amending agreement under section 4.1 (Amendments) for amendments pursuant to sections C3.2 (Amending Agreement for Changes to the Eligible Projects List), D2.2 (Amending Agreement for Changes to Annual Allocations) or F7.2 (Amending Agreement for Changes to the Reporting) may be executed by the respective authorized representatives of the Parties listed in Schedule “B” (Recipient Information).

### 5.0 ACKNOWLEDGEMENT

- 5.1 **Acknowledgement.** The Recipient acknowledges that:
  - (a) by receiving Funds (as defined in section A1.2 (Definitions)) it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);

- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
  - (i) to assist the Recipient to carry out the Projects and not to provide goods or services to the Province;
  - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Projects; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

**- SIGNATURE PAGE FOLLOWS -**

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF  
ONTARIO** as represented by the Minister of  
Transportation for the Province of Ontario

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Date

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Name: **Jamie Austin**

Title: **Director, Transportation Policy Branch**

**Corporation of the City of Kawartha Lakes**

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Date

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Name: **Mr. Andy Letham**

Title: **Mayor**

I have authority to bind the Recipient.

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Date

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Name: **Mr. Ron Taylor**

Title: **Chief Administrative Officer**

I have authority to bind the Recipient.

I have authority to bind the Recipient.

## **SCHEDULE “A” GENERAL TERMS AND CONDITIONS**

### **A1.0 INTERPRETATION AND DEFINITIONS**

**A1.1 Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) all accounting terms not otherwise defined in the Agreement have their ordinary meanings.

**A1.2 Definitions.** In the Agreement, the following terms will have the following meanings:

**“Aboriginal Community”** has the meaning ascribed to it in section 11.1 (Definitions).

**“Agreement”** means this Transfer Payment Agreement for the Ontario Municipal Commuter Cycling (OMCC) Program entered into between the Province and the Recipient, all of the schedules and sub-schedules listed in section 1.1 (Entire Agreement), and any amending agreement entered into pursuant to section 4.1 (Amendments).

**“Annual Allocation”** means an annual allocation set out in Sub-schedule “D.1” (Table of Annual Allocations).

**“Annual Declaration of OMCC Participation”** means an annual declaration of OMCC participation, in the form set out in Sub-schedule “D.2” (Form of Annual Declaration of OMCC Participation).

**“Annual Eligible Projects Declaration”** means an annual Eligible Projects declaration, in the form set out in Sub-schedule “J.2” (Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Eligible Projects Declaration).



**“Annual Financial Reports”** means the Annual Financial Reports described in Article F1.0 (Annual Financial Reports).

**“Annual Funding Certificate”** means an Annual Funding Certificate, in the form set out in Sub-schedule “J.1” (Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Funding Certificate).

**“Annual Implementation Reports”** means the Annual Implementation Reports described in section F2.1 (Annual Implementation Reports).

**“Asset”** means any real or personal property or immovable or movable asset acquired, constructed, repaired, rehabilitated, renovated or improved, in whole or in part, with the Funds.

**“Authorities”** means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Agreement or any Eligible Project, or both.

**“Business Day”** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**“Cap and Trade Program”** means Ontario’s Cap and Trade Program.

**“Contract”** means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, for an Eligible Project in return for financial consideration.

**“Effective Date”** means the date of signature by the last signing party to the Agreement.

**“Eligible Costs”** means the costs that are eligible for funding under the Agreement and that are described in Article E2.0 (Eligible Costs).

**“Eligible Project”** means a commuter cycling project that is listed on the Eligible Projects List.

**“Eligible Projects List”** means the list of Eligible Projects in Sub-schedule “C.1” (Eligible Projects List).

**“Environmental Laws”** means all applicable federal, provincial or municipal laws, regulations, by-laws, orders, rules, policies or guidelines respecting the protection of the natural environment, public or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal and

treatment of environmental contaminants and include, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada) and *Navigation Protection Act* (Canada).

**“ERS”** means the Ontario Enterprise Registration System.

**“Event of Default”** has the meaning ascribed to it in section A13.1 (Events of Default).

**“Expiry Date”** means March 31, 2021.

**“Final Report”** means the Final Report described in Article F3.0 (Final Report).

**“Funding Year”** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

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

**“Generally Accepted Auditing Standards”** means Canadian Generally Accepted Auditing Standards as adopted by the Canadian Institute of Chartered Accountants applicable as of the date on which such record is kept or required to be kept in accordance with such standards.

**“GHG”** means greenhouse gas.

**“Government of Ontario”** includes any ministry, agency or Crown corporation of the Government of Ontario.

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

**“Ineligible Costs”** means the costs that are ineligible for funding under the Agreement, and that are described in Article E3.0 (Ineligible Costs).

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

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to paragraph A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4 (Recipient Not Remediating).

**“OMCC”** means Ontario Municipal Commuter Cycling.

**“OMCC Program”** means the Ontario Municipal Commuter Cycling Program.

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

**“Partner”** means any entity, other than a Third Party, participating in and contributing to the Project, other than financially only, as described in the Recipient’s application submitted to the Province or, with the written consent of the Province, as subsequently permitted to participate or contribute to the Project.

**“Partner Agreement”** means a legally binding agreement between the Recipient and a Partner.

**“Party”** means either the Province or the Recipient.

**“Projects”** means, collectively, the Eligible Projects.

**“Projects End Date”** means, in respect of the Projects, December 30, 2020.

**“Reports”** means the reports described in Schedule “F” (Reporting and Evaluation).

**“Requirements of Law”** means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

**“Solemn Declaration of Substantial Completion”** means the Solemn Declaration of Substantial Completion, in the form set out in Sub-schedule “J.3” (Ontario Municipal Commuter Cycling (OMCC) Program Form of Solemn Declaration of Substantial Completion).

**“Substantial Completion”** means substantially performed, as described in and will be determined in accordance with, subsection 2(1) of the *Construction Lien Act* (Ontario) for each Eligible Project, and for the purposes of the Projects, means the substantial completion of the last Eligible Project on or before December 30, 2020.

**“Substantial Completion Date”** means the substantial completion date indicated on the Solemn Declaration of Substantial Completion.

**“Term”** means the period of time described in section A3.1 (Term).

**“Third Party”** means any legal entity, other than a Party, who supplies goods or services, or both, to the Recipient for any of the Eligible Projects.

**“Timelines”** means the date set out in section C2.1 (Timelines).

**“Usage Data Report”** means the Usage Data Report described in Article F4.0 (Usage Data Report).

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**A2.1 General.** The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Projects;
- (c) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of an Eligible Project, the Funds, or both;
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds including, without limitation, information relating to any eligibility requirements and Eligible Project, and the Timelines was true and complete at the time the Recipient provided it and will continue to be true and complete;
- (e) it is registered with the ERS and the information it provided for the ERS was true and complete at the time it provided it and will continue to be true and complete;
- (f) it is not in default of any term, condition or obligation under any transfer payment or loan agreement with Her Majesty the Queen in right of Ontario or one of Her agencies; and
- (g) its past performance with respect to any project under a transfer payment agreement with Her Majesty the Queen in right of Ontario or one of Her agencies was considered satisfactory by that party.

**A2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and

- (b) taken all necessary actions to authorize the execution of the Agreement.

**A2.3 Governance.** The Recipient represents, warrants and covenants that it has, and will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete each Eligible Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of each Eligible Project, and strategies to address the identified risks to meet the Projects End Date, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0 (Reporting, Accounting, and Review); and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to carry out its obligations under the Agreement.

**A2.4 Supporting Proof.** Upon request of the Province and within the timelines set out in the request, the Recipient will provide the Province with proof of the matters referred to in this Article A2.0 (Representations, Warranties and Covenants).

### **A3.0 TERM OF THE AGREEMENT AND EXTENSION**

**A3.1 Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 (Termination on Notice), Article A12.0 (Termination Where No Appropriation or Funds under the Cap and Trade Program) or Article A13.0 (Events of Default, Corrective Action, and Termination for Default).

#### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

**A4.1 Funds Provided.** The Province will, in respect of the Projects:

- (a) provide Funds to the Recipient up to the aggregate of each Annual Allocation for the Recipient to use towards the Eligible Costs of any Eligible Project;
- (b) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

**A4.2 Limitation on Payment of Funds.** Despite section A4.1 (Funds Provided):

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient complies with the conditions precedent set out in paragraphs A32.1(a) and (b);
- (b) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon any of the following:
  - (i) the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1 (Preparation and Submission);
  - (ii) the number of recipients, other than the Recipient, participating in the OMCC Program; or
- (c) if, pursuant to the *Financial Administration Act* (Ontario) or the Cap and Trade Program, the Province does not receive the necessary appropriation from the Ontario Legislature or the necessary funds for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) reduce the amount of Funds and change the Projects; or
  - (ii) terminate the Agreement pursuant to section A12.1 (Termination Where No Appropriation or Funds under the Cap and Trade Program).

**A4.3 Carry Out the Eligible Projects.** The Recipient will, in respect of the Projects and each Eligible Project:

- (a) determine which Eligible Projects, from the Eligible Projects List, the Recipient will carry out;
- (b) carry out each Eligible Project in accordance with the Agreement; and
- (c) complete each Eligible Project the Recipient has chosen to carry out pursuant to paragraph A4.3(a) by the Projects End Date.

**A4.4 Use of Funds and Carry out the Projects.** The Recipient will, in respect of each Eligible Project, do all of the following:

- (a) use the Funds only for the purpose of carrying out the Eligible Project;
- (b) spend the Funds only in accordance with the Agreement, including the Annual Allocations;
- (c) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario; and
- (d) contribute a minimum amount of 20% towards the total Eligible Costs of each Eligible Project, irrespective of any contribution received from any third party source, including any Partner.

**A4.5 Interest Bearing Account.** If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

**A4.6 Interest.** If the Recipient earns any interest on the Funds:

- (a) the Recipient may use the interest earned toward the Eligible Costs of any Eligible Project but cannot reduce the 20% minimum amount towards Eligible Costs for each Eligible Project;
- (b) the Recipient will annually declare the amount of interest earned and describe its use in the Annual Funding Certificate; and
- (c) the Province may demand from the Recipient the payment of an amount equal to any interest:
  - (i) remaining in the possession or under the control of the Recipient by the Projects End Date; or
  - (ii) the Recipient failed to use in accordance with the terms and conditions of the Agreement.

**A4.7 Rebates, Credits and Refunds.** The Province, in calculating Funds, will deduct from any Annual Allocation any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

**A4.8 Recipient's Acknowledgement of Responsibility for Projects.** The Recipient will assume full responsibility for each Eligible Project including, without limitation:

- (a) complete, diligent and timely implementation in accordance with the terms and conditions of the Agreement;
- (b) the entire costs of the Eligible Project including, without limitation, overruns if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, demolition or reconstruction, as required and as per appropriate standards, and any related costs for the full lifecycle of the Eligible Project; and
- (d) undertaking, or causing to be undertaken, any engineering and construction work in accordance with industry standards.

**A4.9 Disclosure of Other Financial Assistance and Adjustments.** The Recipient agrees:

- (a) to inform the Province promptly of any financial assistance received, other than from the Province pursuant to the Agreement, for any Eligible Project; and
- (b) if the Recipient receives or is owed financial assistance from the Government of Ontario, other than from the Province pursuant to the Agreement, in respect of the Eligible Costs of an Eligible Project, the Province may reduce the Funds or demand the repayment of Funds in an amount up to the financial assistance received or owed.

**A4.10 Inability to Complete Eligible Projects.** If, at any time during the Term, the Recipient determines that it may not be possible for it to complete an Eligible Project on or before December 30, 2020 for any reason including, without limitation, lack of funding available for the Eligible Project (the “**Issue**”), the Recipient will immediately notify the Province of that determination and provide the Province with a summary of the measures that the Recipient proposes to remedy the Issue. If the Province is not satisfied that the measures proposed will be adequate to remedy the Issue, then the Province may initiate any one or more of the actions provided for in section A13.2 (Consequences of Events of Default and Corrective Action).



## **A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, RELATED CONTRACTS AND DISPOSAL OF ASSETS**

**A5.1 Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply to the extent applicable with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

**A5.2 Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease or otherwise dispose of any Asset other than in accordance with the terms and conditions set out in Schedule "H" (Disposal of and Revenues from Assets).

**A5.3 Contract Provisions.** The Recipient will ensure that all Contracts are consistent with, and incorporate, the applicable terms and conditions of the Agreement. More specifically, but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to:

- (a) ensure that proper and accurate accounts and records are maintained for at least 7 years after the expiry or early termination of the Agreement;
- (b) ensure compliance with all applicable Requirements of Law including, without limitation, labour and human rights legislation; and
- (c) secure the respective rights of the Province, any authorized representative and any independent auditor identified by the Province in paragraph A7.3(b), and the Auditor General in section A7.6 (Auditor General).

## **A6.0 CONFLICT OF INTEREST**

**A6.1 No Conflict of Interest.** The Recipient will carry out each Eligible Project and use the Funds without an actual, potential or perceived conflict of interest.

**A6.2 Conflict of Interest Includes.** For the purposes of this Article A6.0 (Conflict of Interest), a conflict of interest includes any circumstances where, in respect of each Eligible Project:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Eligible Project, the use of the Funds, or both.

**A6.3 Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

**A7.0 REPORTING, ACCOUNTING, AND REVIEW**

**A7.1 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1 (Notice in Writing and Addresses), all Reports in accordance with the timelines and content requirements as provided for in Schedule "F" (Reporting and Evaluation), or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1 (Notice in Writing and Addresses), any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by the Recipient's chief administrative officer or, as set out otherwise in the Agreement or with the consent of the Province, another authorized signing officer.

**A7.2 Record Maintenance and Audit.**

- (a) The Recipient will, in respect of each Eligible Project, keep and maintain:
  - (i) all financial records including, without limitation, invoices relating to the Funds or otherwise the Eligible Project in a manner consistent with generally accepted accounting principles; and
  - (ii) all non-financial documents and records relating to the Funds or otherwise to the Eligible Project, including without limitation, all Contracts and Partner Agreements.

- (b) Unless otherwise specifically set out in the Agreement, the Recipient will request and manage the undertaking of all audits for each Eligible Project by accredited external independent auditors and the delivery of corresponding audit reports, at its own expense, in accordance with Generally Accepted Auditing Standards and in the timeframe set out in the Agreement.

### **A7.3 Inspection and Data Collection .**

- (a) The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense and at any time, during normal business hours, enter upon the Recipient's premises to review the progress of any Eligible Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:
  - (i) inspect and copy the records and documents referred to in section A7.2 (Record Maintenance and Audit);
  - (ii) remove any copies made pursuant to paragraph A7.3(a) from the Recipient's premises; and
  - (iii) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, any Eligible Project, or both.
- (b) The Recipient will ensure all Contracts and Partner Agreements include the right of the Province, any authorized representative, any independent auditors identified by the Province, or the Auditor General to carry out the inspection and audits contemplated pursuant to the Agreement and will coordinate the access of the Province with any Third Party and Partner for the purpose of such inspections and audits.
- (c) The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense and at any time, during normal business hours, may direct the Recipient to undertake an intercept survey of cyclists for a completed Eligible Project.
  - i. Where the Province exercises this right, the Recipient's must distribute a copy of intercept survey documentation to individuals cycling on completed Eligible Project.
  - ii. The Province will be responsible for providing all required intercept survey documentation to the Recipient and for collecting any information obtained through this survey.

- iii. The Recipient will be required to distribute the intercept survey documentation on the specified day from 07:00 and 10:00; from 12:00 and 14:00, which will be at least 12 months but no more than 24 months after Substantial Completion of an Eligible Project.
  - (d) The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense and at any time, during normal business hours, may undertake an intercept survey of cyclists using any completed Eligible Project.
- A7.4 **Disclosure.** To assist in respect of the rights provided for in section A7.3 (Inspection), the Recipient will disclose any information requested by the Province, any authorized representative, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative or any independent auditor identified by the Province, as the case may be.
- A7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.
- A7.6 **Auditor General.** The Province's rights under this Article A7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).
- A7.7 **Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Canadian Institute of Chartered Accountants or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.

## **A8.0 COMMUNICATIONS REQUIREMENTS**

- A8.1 **Acknowledgement of Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province as set out in Schedule "G" (Communications Protocol).
- A8.2 **Publication.** The Recipient will indicate, in any of its Projects-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## **A9.0 INDEMNITY**

**A9.1 Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with any Eligible Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

## **A10.0 INSURANCE**

**A10.1 Recipient's Insurance.** The Recipient represents, warrants and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Projects would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

**A10.2 Proof of Insurance.** The Recipient will:

- (a) provide the Province, prior to Funds being provided in each Funding Year, either:
  - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1 (Recipient's Insurance); or
  - (ii) other proof that confirms the insurance coverage as provided for in section A10.1 (Recipient's Insurance); and
- (b) upon the request of the Province, the Recipient will make available to the Province a copy of each insurance policy.

## **A11.0 TERMINATION ON NOTICE**

**A11.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty or costs upon giving at least 30 days' Notice to the Recipient.

**A11.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount owing pursuant to paragraph A11.2(b); and
  - (ii) subject to paragraph A4.1(a), provide Funds to the Recipient to cover such costs.

## **A12.0 TERMINATION WHERE NO APPROPRIATION OR FUNDS UNDER THE CAP AND TRADE PROGRAM**

**A12.1 Termination Where No Appropriation or Funds under the Cap and Trade Program.** If, as provided for in paragraph A4.2(c), the Province does not receive the necessary appropriation from the Ontario Legislature or funds under the Cap and Trade Program for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

**A12.2 Consequences of Termination Where No Appropriation or Funds under the Cap and Trade Program.** If the Province terminates the Agreement pursuant to section A12.1 (Termination Where No Appropriation or Funds under the Cap and Trade Program), the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand the payment of any Funds remaining in the possession or under the control of the Recipient; and

- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to paragraph A12.2(b).

**A12.3 No Additional Funds.** If pursuant to paragraph A12.2(c), the Province determines that the costs to wind down the Projects exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

### **A13.0 EVENTS OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A13.1 Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement including, without limitation, failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out any Eligible Project;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A7.1 (Preparation and Submission), Reports or such other reports as may have been requested pursuant to paragraph A7.1(b).
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the OMCC Program;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate; or
- (e) the Recipient fails to require a Partner or a Third Party to remedy an event such as an Event of Default listed above and the failure is not remedied within, at the latest and if any, the Notice Period given to the Recipient pursuant to section 13.4 (Recipient Not Remediating).

**A13.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following

actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of any Eligible Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used and interest earned, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A13.3 Opportunity to Remedy.** If, in accordance with paragraph A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

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

**A13.4 Recipient Not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A13.2(b), and:

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



that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in paragraphs A13.2(a), (c), (d), (e), (f), (g), (h) and (i).

**A13.5 When Termination Effective.** Termination under this Article A13.0 (Events of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

#### **A14.0 FUNDS AT THE END OF A FUNDING YEAR**

**A14.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0 (Events of Default, Corrective Action, and Termination for Default) and subject to Article D2.0 (Changes to Annual Allocations), if the Recipient has not spent all of the Funds allocated for a Funding Year as provided for in the Annual Allocation for that year, the Province will allow the Recipient to keep the Funds in the account specified under paragraph A4.1(b) and use the Funds in any subsequent Funding Year, up to the Projects End Date, for any Eligible Project in accordance with the Agreement.

#### **A15.0 FUNDS UPON PROJECTS END DATE**

**A15.1 Funds Upon Projects End Date.** The Recipient will, upon the Projects End Date, pay to the Province any Funds and interest earned on the Funds remaining in its possession or under its control.

**A15.2 Return of Funds for Incomplete Eligible Project.** The Recipient will, if Funds have been used towards an Eligible Project and the Recipient has not completed the Eligible Project by the Projects End Date, pay to the Province an amount equal to any Funds the Recipient used for that Eligible Project.

#### **A16.0 DEBT DUE AND PAYMENT**

**A16.1 Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds, included interest earned, from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

**A16.2 Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment, such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

**A16.3 Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

**A16.4 Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B" (Recipient Information).

**A16.5 Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

## **A17.0 NOTICE**

**A17.1 Notice in Writing and Addresses.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Recipient respectively as provided for in Schedule "B" (Recipient Information), or as either Party later designates to the other by Notice.

**A17.2 Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery or fax, one Business Day after the Notice is delivered.

**A17.3 Postal Disruption.** Despite paragraph A17.2(a), in the event of a postal disruption:

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

fax.

## **A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

## **A19.0 SEVERABILITY OF PROVISIONS**

A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

## **A20.0 WAIVER**

A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision in Article A17.0 (Notice) ask the other Party to waive an obligation under the Agreement.

A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 (Waiver Request) will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

## **A21.0 INDEPENDENT PARTIES**

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

## **A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

## **A23.0 GOVERNING LAW**

A23.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## **A24.0 FURTHER ASSURANCES**

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## **A25.0 JOINT AND SEVERAL LIABILITY**

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## **A26.0 RIGHTS AND REMEDIES CUMULATIVE**

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## **A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

A27.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

## **A28.0 SURVIVAL**

**A28.1 Survival.** The following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, Schedules, and Sub-schedules, will continue in full force and effect for a period of 7 years from the date of expiry or termination of the Agreement: Articles 1.0 (Entire Agreement), 3.0 (Counterparts), and A1.0 (Interpretation and Definitions) and any other applicable definitions, paragraphs A2.1(a) and A4.2(c), sections A4.6 (Interest), A4.8 (Recipient's Acknowledgement of Responsibility for Projects), A5.2 (Disposal), A7.1 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), A7.2 (Record Maintenance and Audit), A7.3 (Inspection), A7.4 (Disclosure), A7.5 (No Control of Records), A7.6 (Auditor General), and A7.7 (Calculations), Articles A8.0 (Communications Requirements), and 9.0 (Indemnity), sections A11.2 (Consequences of Termination on Notice by the Province), A12.2 (Consequences of Termination Where No Appropriation or Funds Under the Cap Trade Program), A12.3 (No Additional Funds), and A13.1 (Events of Default), paragraphs A13.2(d), (e), (f), (g) and (h), Articles A15.0 (Funds Upon Projects End Date), A16.0 (Debt Due and Payment), A17.0 (Notice), and A19.0 (Severability of Provisions), section A22.2 (Agreement Binding), Articles A23.0 (Governing Law), A25.0 (Joint and Several Liability), A26.0 (Rights and Remedies Cumulative), and A27.0 (Failure to Comply with Other Agreements), this Article A28.0 (Survival), and Articles 29.0 (Aboriginal Consultation), A30.0 (Partners), and Article A31.0 (Agreements for Use of Land).

## **A29.0 ABORIGINAL CONSULTATION**

**A29.1 Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms of the Aboriginal Consultation Protocol set out in Schedule "I" (Aboriginal Consultation Protocol).

**A29.2 Funding Conditional upon Meeting Aboriginal Consultation Obligations.** The Recipient agrees that the funding under the Agreement is conditional upon the Province being satisfied that its obligations with respect to the legal duty to consult and, if applicable, accommodate Aboriginal Communities have been met.

## **A30.0 PARTNERS**

**A30.1 Recipient Representation re. Partner Agreements.** If the Recipient has one or more Partners for any Eligible Project, the Recipient:

- (a) warrants that it is entitled to represent each of its Partners, and represents that each Partner has committed itself to undertake all steps necessary to support the Recipient in fulfilling its obligations as specified in the Agreement; and
- (b) agrees to bind each of its Partners to the applicable terms and conditions of the Agreement including, without limitation, those listed in section A5.3 (Contract Provisions) through a Partner Agreement.

**A30.2 Copy of Partner Agreement.** The Recipient agrees to make accessible to the Province at all times and, upon the Province's request, provide the Province with a copy of any Partner Agreement.

**A30.3 Responsibilities of Recipient.** Despite having one or more Partners for any Eligible Project and entering into a Partner Agreement with each of its Partners, the Recipient assumes the sole responsibility towards the Province for the implementation, management and coordination of the entire Eligible Project and the fulfilment of all obligations arising from the Agreement. Accordingly, the Recipient agrees that it bears the financial and legal responsibility for the entire Eligible Project and for each of its Partners. The Recipient will be held liable, in the same way as for its own conduct, if obligations as laid out in the Agreement or in applicable Requirements of Laws are not fulfilled by any of its Partners.

**A30.4 Liability.** Without limiting the requirements of the indemnity and insurance obligations under the Agreement, the Recipient agrees to ensure that each Partner agrees that the Province will not, under any circumstances or for any reason whatsoever, be held liable for damage or injury sustained by the staff or property of the Partner while any of the Eligible Project is being carried out. The Province can therefore not accept any claim for compensation or increases in payment in connection with such damage or injury.

**A30.5 Public Disclosure.** The Recipient will ensure that each Partner agrees to the Province publicly disclosing, in communications concerning any Eligible Project, any of the Recipient's Partner's name and address, and the purpose and amount of funds, if any, provided to the Partners.

## **A31.0 AGREEMENTS FOR USE OF LAND**

**A31.1 Agreements with Land Owners or Lessees.** If the Recipient does not own the land on which an Eligible Project is located, either in whole or in part, the Recipient agrees to enter into a legally binding agreement with each of the land owners or lessees that sets out the terms and conditions under which the land

owner or lessee, as applicable, agrees to allow the Recipient to use the land for the Project until, at a minimum, 5 years from the Eligible Project start date.

**A31.2 Agreements with Lessees.** If an agreement described in paragraph (a) is with a lessee, the agreement shall include representations and warranties that the lessee has the right, pursuant to its agreement with the lessor, or has obtained the necessary consent from the lessor to allow the Recipient to use the land for the Project until, at a minimum, 5 years from the Eligible Project start date.

## **A32.0 CONDITIONS PRECEDENT**

**A32.1 List of Conditions Precedent.** The Province's funding under the Agreement is conditional upon each of the following conditions precedent being met to the Province's satisfaction:

- (a) on or before the Effective Date and annually thereafter, the Recipient providing the Province with, in form and substance satisfactory to the Province:
  - (i) a copy of the annual enabling by-law(s) and, if applicable, any council resolution(s) confirming that the council approves each Eligible Project and the Agreement including, without limitation, the Recipient's contribution under the Agreement, and confirming the authorized representatives of the Recipient for the Agreement;
  - (ii) if the authorized representatives under paragraph (i) are not the head of council and clerk of the municipality, or it is unclear, in the Province's opinion, from the by-law(s) and, if applicable, council resolution(s) that the council has approved each Eligible Project and the Agreement, or both, a legal opinion from the Recipient's legal counsel confirming such authorized representatives and any approval;
  - (iii) the certificate(s) of insurance or other proof as the Province may request pursuant to section A10.2 (Proof of Insurance); and
  - (iv) an Annual Declaration of OMCC Participation; and
- (b) prior to any Funds being provided to the Recipient:
  - (i) the necessary information, pursuant to section A4.5 (Interest Bearing Account), to facilitate an electronic funds transfer to an interest bearing account in the name of the Recipient at a Canadian financial institution; and

- (ii) written confirmation of the street address at which Projects documents are kept at both the premises of the Recipient and each of the Partners; and
- (c) prior to the Recipient using any Funds for an Eligible Project:
  - (i) written confirmation that the Recipient has entered into a Partner Agreement with each of its Partners, if any, for the Eligible Project;
  - (ii) if the Recipient does not own the land on which an Eligible Project is located, written confirmation that the Recipient has entered into a legally binding agreement as described in Article A31.0 (Agreements for Use of Land); and
  - (iii) to the extent that any environmental assessment or any other approval is required for an Eligible Project for which Funds were received, a warranty that the assessment has been completed and the approval has been obtained.

For greater certainty, if the Province provides any Funds to the Recipient prior to any of the conditions set out in this Article A32.0 (Conditions Precedent) having been met, and has not otherwise waived compliance with such condition as set out in Article A20.0 (Waiver), the Province may initiate any one or more of the actions provided for in section A13.2 (Consequences of Events of Default and Corrective Action).

**- END OF GENERAL TERMS AND CONDITIONS -**



**SCHEDULE “B”  
RECIPIENT INFORMATION**

<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Position:</b> Manager, Division Services and Program Management Office</p> <p><b>Address:</b> Division Services and Program Management Office Ontario Municipal Commuter Cycling (OMCC) Program Ontario Ministry of Transportation 777 Bay Street, 30<sup>th</sup> Floor Toronto ON M7A 2J8</p> <p><b>Phone:</b> 1-844-671-7438</p> <p><b>Fax:</b> 416-585-7204</p> <p><b>Email:</b> <a href="mailto:cycling@ontario.ca">cycling@ontario.ca</a></p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Position:</b> Mr. Chris Marshall Director of Development Services</p> <p><b>Address:</b> 180 Kent Street West, Lindsay, ON K9V 2Y6</p> <p><b>Phone:</b> (705) 324-9411 x1239</p> <p><b>Fax:</b> n/a</p> <p><b>Email:</b> <a href="mailto:cmarshall@kawarthalakes.ca">cmarshall@kawarthalakes.ca</a></p>

<b>Authorized Representative of the Province for the purpose of sections C3.2 (Amending Agreement for Changes to the Eligible Projects List), D2.2 (Amending Agreement for Changes to Annual Allocations) and F7.2 (Amending Agreement for Changes to the Reporting)</b>	<p><b>Position:</b> Manager, Division Services and Program Management Office</p> <p><b>Address:</b> Division Services and Program Management Office Ontario Municipal Commuter Cycling (OMCC) Program Ontario Ministry of Transportation 777 Bay Street, 30<sup>th</sup> Floor Toronto ON M7A 2J8</p> <p><b>Phone:</b> 1-844-671-7438</p> <p><b>Fax:</b> 416-585-7204</p> <p><b>Email:</b> <a href="mailto:cycling@ontario.ca">cycling@ontario.ca</a></p>
<b>Authorized Representative of the Recipient for the purpose of sections C3.2 (Amending Agreement for Changes to the Eligible Projects List), D2.2 (Amending Agreement for Changes to Annual Allocations) and F7.2 (Amending Agreement for Changes to the Reporting)</b>	<p><b>Position:</b> Mr. Andy Letham Mayor</p> <p><b>Address:</b> 180 Kent Street West, Lindsay, ON K9V 2Y6</p> <p><b>Phone:</b> (705) 324-9411 x1320</p> <p><b>Fax:</b> n/a</p> <p><b>Email:</b> <a href="mailto:aletham@kawarthalakes.ca">aletham@kawarthalakes.ca</a></p>

<b>Senior Financial Officer of the Recipient</b>	<p><b>Position:</b> Mrs. Carolyn Daynes Treasurer</p> <p><b>Address:</b> 180 Kent Street West, Lindsay, ON K9V 2Y6</p> <p><b>Phone:</b> (705) 324-9411 x1252</p> <p><b>Fax:</b> n/a</p> <p><b>Email:</b> <a href="mailto:cdaynes@kawarthalakes.ca">cdaynes@kawarthalakes.ca</a></p>
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## **SCHEDULE “C”**

### **ELIGIBLE PROJECTS LIST AND TIMELINES**

#### **C1.0 ELIGIBLE PROJECTS LIST**

**C1.1 Eligible Project Eligibility Requirements.** To be eligible for funding under the OMCC Program and to be considered for approval as an Eligible Project by the Province for the Eligible Projects List, a project must, in addition to being listed in section C1.2 (Eligible Cycling Infrastructure Project Types), meet all of the following requirements:

- (a) be primarily for and increase commuter cycling, as opposed to being primarily for recreational or touring, and reduce vehicle trips;
- (b) reduce GHGs;
- (c) connect to significant trip origins and destinations, in the opinion of the Province, with commuter cycling infrastructure;
- (d) have its cycling infrastructure designed in accordance with the guidelines in the Ontario Traffic Manual - Book 18 - Cycling Facilities;
- (e) if the Recipient has a population of 15,000 individuals or greater, be identified on a municipal council approved i) cycling plan, or ii) active transportation plan;
- (f) be a standalone infrastructure project or an identifiable commuter cycling component of a larger infrastructure project; and
- (g) if the project impacts provincial or federal transportation infrastructure, it must have received all necessary prior approvals from the provincial or federal government prior to its implementation.

**C1.2 Eligible Cycling Infrastructure Project Types.** The following types of commuter cycling infrastructure projects, if they meet the eligibility requirements set out under section C1.1 (Eligible Project Eligibility Requirements), may be approved by the Province for the Eligible Projects List:

- Shared roadway with signed bicycle route;
- Signed bicycle route with paved shoulder;
- Conventional bicycle lane;
- Contraflow bicycle lane;
- Separated bicycle lane (with painted buffer or physical barrier);
- Raised cycle track;
- Bicycle priority street;

- Construction/modification of bridges, tunnels and access ramps for cycling;
- Bike specific signage, signalling and pavement markings;
- Automated bike counters;
- Bicycle-only facility;
- Intersection modification;
- Bike racks or other bike storage;
- Off-road multi-use paths; and
- Any other project the Province may, at its sole discretion, approve.

**C1.3 Projects on the Eligible Projects List.** Subject to a project meeting the requirements set out in section C1.1 (Eligible Project Eligibility Requirements) and any applicable terms and conditions of the Agreement, and being one of the types listed under section C1.2 (Eligible Cycling Infrastructure Project Types), a project listed in Sub-schedule “C.1” (Eligible Projects List) is considered an Eligible Project.

The Recipient is responsible for submitting Eligible Projects that meet any applicable terms and conditions of the Agreement. The Ministry, may, at its sole discretion, approve any or all projects submitted by the Recipient for the Eligible Projects List.

## **C2.0 TIMELINES**

**C2.1 Timelines.** The Recipient will complete any Eligible Project it chooses to implement no later than December 30, 2020.

## **C3.0 CHANGES TO THE ELIGIBLE PROJECTS**

**C3.1 Changes to the Eligible Projects List.** Subject to Section C3.2 (Amending Agreement for Changes to the Eligible Projects List) and unless the Province agrees otherwise, the Recipient can request changes to the Eligible Projects List:

- (a) in the case of the first Funding Year, by February 1, 2018; and
- (b) in the case of Funding Years subsequent to the first Funding Year, by May 1 and October 1.

**C3.2 Amending Agreement for Changes to the Eligible Projects List.** Any change made to the Eligible Projects List, pursuant to section C3.1 (Changes to the Eligible Projects List), must be documented through a written agreement executed as set out in section 4.3 (Execution of Amending Agreements - Exceptions).

**SUB-SCHEDULE "C.1"**  
**ELIGIBLE PROJECTS LIST**

**Ontario Municipal Commuter Cycling (OMCC) Program**  
**2017 Application - Kawartha Lakes**  
**Potential Eligible Project List**

ELIGIBLE PROJECT TITLE	ELIGIBLE PROJECT DESCRIPTION	ELIGIBLE PROJECT LOCATION	POTENTIAL START DATE	POTENTIAL COMPLETION DATE	POTENTIAL COMMUTER RIDERSHIP	COMMUTER OR FREQUENT CYCLING BENEFITS
4 Bike Repair and Tire pump stations	4 stations with tools for bike repair and pumps to pump up tires	4 Locations in Bobcaygeon see attached section of AT Plan	Jun-18	Aug-18	200	provides bike commuters with end of commute bike repair facilities
4 Bike Corrals	4 Bike Corrals for bike parking in Downtown Bobcaygeon	four parking spaces to be replaced with the bike corrals in Downtown Bobcaygeon	18-Jun	18-Aug	200	Provides bike commuters with end of commute bike parking areas in the downtown

**SCHEDULE “D”**  
**DESCRIPTION OF ANNUAL ALLOCATIONS**

**D1.0 ANNUAL ALLOCATIONS**

- D1.1 Annual Declaration of OMCC Participation.** The Recipient will provide to the Province, on or before the Effective Date and annually thereafter, regardless of whether or not the Recipient chooses to participate in the OMCC Program in any Funding Year, an Annual Declaration of OMCC Participation in the form set out in Sub-schedule “D.2” (Form of Annual Declaration of OMCC Participation).
- D1.2 Province’s Review and Approval of Annual Declaration of OMCC Participation.** Upon receipt, the Province will review the Annual Declaration of OMCC Participation, together with any other declarations, reports or documents received from the Recipient pursuant to the Agreement, and may take one of the following actions: 1) approve it; 2) request for it to be modified and resubmitted for approval; or 3) refuse to approve it. Upon approval, at the Province’s sole discretion, Sub-schedule “D.1” (Table of Annual Allocations) will be amended and the Table of Annual Allocations deleted and replaced with a new table to capture any required changes.
- D1.3 Annual Allocation Maximum Amount.** The Annual Allocation in any Funding Year will be up to the amount set out in the updated Table of Annual Allocations, pursuant to section D1.2 (Province’s Review and Approval of Annual Declaration of OMCC Participation), for that Funding Year.

**D2.0 CHANGES TO ANNUAL ALLOCATIONS**

- D2.1 Changes to Annual Allocations.** Subject to section D2.2 (Amending Agreement for Changes to Annual Allocations), the Parties agree that changes including, without limitation, the deletion and replacement of the Table of Annual Allocations in Sub-schedule “D.1” (Table of Annual Allocations) on a yearly basis pursuant to section D1.2 (Province’s Review and Approval of Annual Declaration of OMCC Participation) will be made to the Annual Allocations.
- D2.2 Amending Agreement for Changes to Annual Allocations.** Any change made to the Annual Allocations, pursuant to section D2.1 (Changes to Annual Allocations), must be documented through a written agreement executed as set out in section 4.3 (Execution of Amending Agreements - Exceptions).

**SUB-SCHEDULE "D.1"**  
**TABLE OF ANNUAL ALLOCATIONS**

<b>FUNDING YEAR</b>	<b>PARTICIPATION IN THE OMCC PROGRAM FOR THE FUNDING YEAR (YES/NO)</b>	<b>ANNUAL ALLOCATION FOR THE PROJECTS</b>	<b>RECIPIENT CONTRIBUTION</b>	<b>OTHER FINANCIAL CONTRIBUTION</b>
<b>2017-2018</b>	YES	\$ 25,000.00		
<b>2018-2019</b>				
<b>2019-2020</b>				
<b>2020-2021</b>				
<b>TOTAL</b>		\$ 25,000.00		



**SUB-SCHEDULE “D.2”  
FORM OF ANNUAL DECLARATION OF OMCC PARTICIPATION**

**ANNUAL DECLARATION OF OMCC PARTICIPATION**

**TO:** Transportation Policy Branch  
Ontario Ministry of Transportation  
777 Bay Street, 30<sup>th</sup> Floor  
Toronto, ON M7A 2J8  
Telephone: 1-844-671-7438  
Facsimile: (416) 585-7204  
E-mail: cycling@ontario.ca

**FROM:** Name/Title: **[Enter the name and title of the authorized representative of the Recipient.]**  
Address: **[Enter the address of the authorized representative of the Recipient.]**  
Telephone: **[Enter the telephone number of the authorized representative of the Recipient.]**  
Facsimile: **[Enter the facsimile number of the authorized representative of the Recipient.]**  
Email: **[Enter the email address of the authorized representative of the Recipient.]**

**RE: Ontario Municipal Commuter Cycling Program (“OMCC Program”) - Annual Declaration of OMCC Participation**

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In the matter of the Ontario Municipal Commuter Cycling (OMCC) Program Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the **[Enter the legal name of the municipality.]** (the “Recipient”), on \_\_\_\_\_, \_\_\_\_\_ (the “Agreement”).

I, \_\_\_\_\_ **[Enter the name and title of the authorized representative of the Recipient listed in Schedule “B” (Recipient Information).]**, having made such inquiries as I have deemed necessary for this declaration, hereby certify that to the best of my knowledge, information and belief:

1. The Recipient will participate in the OMCC Program for the **[Enter the Funding Year.]** and requests funding for each of the projects listed in this declaration.

2. The Recipient has a population, as indicated in the applicable box at the end of each of the following statements:

a) of 15,000 individuals or greater.

☐ yes

☐ no

b) less than 15,000 individuals.

☐ yes

☐ no

3. The Recipient, as indicated in the applicable box at the end of each of the following statements:

a) has a municipal council approved cycling plan, a copy of which can be accessed at **[Enter the link.]** or is attached to this declaration, or both, and all the projects listed in this declaration for consideration for OMCC funding are supported by this plan.

☐ yes

☐ no

b) if the Recipient's answer under a) above is no, will develop a cycling plan. Once the municipal council has approved the plan, the Recipient will submit a copy of it to the Province. The Recipient will then also provide to the Province a list of projects supported by the plan for the Province's consideration for OMCC funding.

☐ yes

☐ no

4. If the Recipient has a population of 15,000 individuals or greater, the Recipient has not and will not use OMCC Funds for any project until the municipal council has approved the cycling plan under which the project is supported, and the Province has approved and added the project on the Eligible Projects List.
5. The Recipient is submitting the following projects for the Province's consideration for OMCC funding for the **[Enter the Funding Year.]**:

PROJECT TITLE	PROJECT LOCATION AND LENGTH	POTENTIAL START DATE	POTENTIAL COMPLETION DATE	CURRENT ESTIMATED WEEKDAY RIDERSHIP IN PROJECT AREA	POTENTIAL COMMUTER RIDERSHIP OF COMPLETED PROJECT	COMMUTER OR FREQUENT CYCLING BENEFITS	MAJOR ORIGIN/ DESTINA- TION	POTENTIAL VEHICLE TRIP REDUCTION

Declared at \_\_\_\_\_ (city), in the Province of Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Signatures)

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Witness Name:

Title:

Title:

## **SCHEDULE “E” ELIGIBLE AND INELIGIBLE COSTS**

### **E1.0 DEFINITION**

**E1.1 Definition.** For the purposes of this Schedule “E” (Eligible and Ineligible Costs):

**“Eligible Costs Date of Effect”** means:

- (a) the Effective Date; or
- (b) in the case of the 2017-18 Funding Year for Eligible Projects included in applications submitted by September 8, 2017, May 30, 2017.

### **E2.0 ELIGIBLE COSTS**

**E2.1 Eligible Costs Date of Effect.** Eligible Costs can begin to accrue as of the Eligible Costs Date of Effect.

**E2.2 Scope of Eligible Costs.** Eligible Costs are the direct capital costs which are, in the Province’s opinion, properly and reasonably incurred and paid by the Recipient for the design and construction of an Eligible Project. Eligible Costs include, unless the Province otherwise provides in writing, only the following capital costs that are directly attributable to the commuter cycling component of the Eligible Project:

- (a) municipal council approved initial cycling plan and any update to the initial plan, up to a maximum of 80% of the total Funds to be provided under the Agreement towards the Eligible Costs of the Projects;
- (b) municipal council approved active transportation plan, up to a maximum of 80% of the total Funds to be provided under the Agreement towards the Eligible Costs of the Projects;
- (c) design and engineering;
- (d) materials to construct an Eligible Project;
- (e) labour to construct an Eligible Project; and
- (f) costs not listed in paragraphs E2.2 (a), (b), (c), (d) and (e) that the Province considers necessary for the successful implementation of an Eligible Project and which have received the prior written approval of the Province.

## **E3.0 INELIGIBLE COSTS**

**E3.1 Scope of Ineligible Costs.** Unless a cost is considered an Eligible Cost pursuant to Article E2.0 (Eligible Costs), all other costs will be considered an Ineligible Cost. Without limitation, indirect costs listed in section E3.2 (Indirect Costs), the costs that are over and above the OMCC Program scope listed in section E3.3 (Costs Above Projects Scope), and the following costs will be considered, at the sole discretion of the Province, Ineligible Costs:

- (a) planning costs;
- (b) data collection;
- (c) tourism cycling infrastructure;
- (d) recreation cycling infrastructure;
- (e) low frequency cycling infrastructure;
- (f) multi-use infrastructure, unless it is primarily for commuter cycling and not primarily for other cycling, active transportation or other modes of transportation;
- (g) planning;
- (h) property acquisition, property costs, ancillary property acquisition costs and any interest in land;
- (i) administration/overhead by the Recipient, municipal staff and municipal project management;
- (j) legal;
- (k) maintenance or minor capital improvements to existing commuter cycling infrastructure;
- (l) landscaping;
- (m) maintenance work;
- (n) roadway works (if constructed at the same time as the Eligible Project, only the Eligible Project's Eligible Costs will be funded);
- (o) operational costs;
- (p) data collection required for the Usage Data Report;
- (q) communications events, including educational or promotional signage;
- (r) roadway lighting not specifically for commuter cycling infrastructure;
- (s) end of route or in-route support facilities, including but not limited to showers, change rooms, benches for resting;
- (t) data collection (other than capital costs associated with purchasing automatic bicycle counters) costs;
- (u) Recipient's regular business costs;
- (v) environmental assessment and other approval costs;
- (w) storage costs for projects which extend for more than one year;
- (x) financing charges;
- (y) pedestrian-only or motor vehicle infrastructure;
- (z) GIS mapping;
- (aa) in-kind contributions, including labour and materials;
- (bb) work initiated prior to May 30, 2017;

- (cc) non-commuter cycling infrastructure or other works located on or adjacent to the Eligible Project that is part of an Eligible Project;
- (dd) addition/modification of roadways, intersections or turning lanes for motor vehicles and that are not part of an Eligible Project;
- (ee) infrastructure additions/modifications that do not increase commuter cycling (e.g., decorative lighting and paving); and
- (ff) any other costs which are not specifically listed as Eligible Costs in section E2.2 (Scope of Eligible Costs) and which, in the opinion of the Province, are considered to be ineligible.

**E3.2 Indirect Costs.** Without limitation, the following indirect costs are Ineligible Costs and are not eligible for funding under the OMCC Program:

- (a) applying for provincial funding;
- (b) OMCC Program evaluation and audit, unless otherwise explicitly set out in the Agreement;
- (c) office space in a facility, including a maintenance and storage facility;
- (d) obtaining necessary approvals, licenses or permits where the Recipient is the entity providing the approval, license or permit;
- (e) costs associated with planning studies and project planning, other than those specified in the Eligible Projects List, including the Recipient's Official Plan and Transportation Master Plan;
- (f) salaries and other employment benefits of any employees, overhead costs as well as other direct or indirect operating or administrative costs of the Recipient, and more specifically these costs as related to planning, engineering, architecture, supervision, management and other services provided by the Recipient's permanent staff and funded under the Recipient's operating budget;
- (g) any activities that are part of the regular operation and maintenance of municipal assets, including operation and maintenance costs related to the Projects;
- (h) carrying costs incurred on the funding share of any funding partner;
- (i) municipal staff travel;
- (j) litigation costs, including any litigation costs, incurred by the Recipient in proceedings against the Province or the Recipient;
- (k) costs not expressly approved by the Province; and
- (l) refundable portion of the Harmonized Sales Tax (HST) or other taxes and fees.

**E3.3. Costs Above Projects Scope.** The Province will not fund expenditures related to activities undertaken as part of the Projects that are over and above the scope

of the Projects on the Eligible Projects List. These costs include, but are not limited to:

- (a) upgrading municipal services and utilities;
- (b) relocating municipal services and utilities unless specifically required for the Eligible Project;
- (c) upgrades to materials beyond pre-existing municipal standards; and
- (d) costs for Eligible Projects not completed by December 30, 2020.

## **SCHEDULE “F” REPORTING AND EVALUATION**

### **F1.0 ANNUAL FINANCIAL REPORTS**

- F1.1 Annual Financial Reports.** Unless the Province otherwise specifies in writing to the Recipient, the Recipient will submit to the Province an Annual Financial Report, in the form provided in section F5.3 (Form of Annual Financial Reports), on or before January 28 of each Funding Year. The Annual Financial Report will:
- (a) be certified by the senior financial officer of the Recipient listed in Schedule “B” (Recipient Information), and identify any actual or potential financial issues in carrying out any of Eligible Projects, and corresponding mitigating strategies;
  - (b) account for all Eligible Costs incurred for each Eligible Project completed or in the process of being completed, and include appropriate confirmation that the Recipient has provided its 20% share of Eligible Costs for each Eligible Project;
  - (c) declare any interest earned on the Funds and the use of that interest for the implementation of any Eligible Project; and
  - (d) include, if required pursuant to section I3.1 (Requirements for Aboriginal Consultation Record), an Aboriginal Consultation Record and any update to it.

### **F2.0 ANNUAL IMPLEMENTATION REPORTS**

- F2.1 Annual Implementation Reports.** Unless the Province specifies otherwise in writing to the Recipient, the Recipient will submit to the Province an Annual Implementation Report, in the form provided in section F5.2 (Form of Annual Implementation Reports and Final Report) certified by the senior financial officer of the Recipient identified in Schedule “B” (Recipient Information) and a professional engineer, identifying any actual or potential project, its current status and implementation issues in carrying out any Eligible Project and corresponding mitigating strategies, on or before January 28 in each Funding Year.
- F2.2 Annual Eligible Projects Declaration.** The Recipient will submit, together with each Annual Implementation Report, an Annual Eligible Projects Declaration in accordance with Article J3.0 (Annual Eligible Projects Declaration).

### **F3.0 FINAL REPORT**



**F3.1 Final Report.** Unless the Province otherwise specifies in writing to the Recipient, the Recipient will submit to the Province a Final Report, in the form provided in section F5.2 (Form of Annual Implementation Reports and Final Report), on or before February 28, 2021.

**F3.2 Aboriginal Consultation Reporting.** The Final Report will also include, if required pursuant to section I3.1 (Requirements for Aboriginal Consultation Record), an Aboriginal Consultation Record, as defined in section I1.1 (Definitions), and any update to it.

#### **F4.0 USAGE DATA REPORTING**

##### **F4.1 Completion of post-project Evaluation.**

- (a) Unless the Province otherwise agrees, at its sole discretion and in writing, the Recipient agrees to conduct a post-project evaluation of each Eligible Project for the first 24 months after each Eligible Project is opened for use.
- (b) The purpose of the post-project evaluations in paragraph (a) is to assist the Province in assessing the increase in commuter cycling resulting from each Eligible Project and the resultant GHG benefits.

##### **F4.2 Usage Data Reports.**

- (a) An Eligible Projects Usage Data Report will be submitted after each Eligible Project within 30 days of completing the required counts.
- (b) The Recipient will submit to the Province a Final Usage Data Report that summarizes all Eligible Projects Usage Data Reports no later than 60 days after March 31, 2023. Despite the above, if all of the data collection requirements in the Agreement have been met, the Recipient can submit the Final Usage Data Report earlier.
- (c) The Recipient will, in accordance with section F4.3 (Required Counts for an Eligible Projects Usage Data Report) and for the purpose of the Usage Data Reports, count the number of cyclists using the infrastructure built for each Eligible Project.
- (d) For each collection period, the Recipient will specify the day of the week, date and time of day the count was conducted, as well as the weather conditions at the time of the count.
- (e) The Recipient must submit two Eligible Projects Usage Data Report for each Eligible Project, one for first 12 months of operation and one for the

second 12 months of operation.

- (f) If the Recipient already has an established counting program, the Recipient can use it and submit extra data.

**F4.3 Required Counts for an Eligible Projects Usage Data Report.** The Recipient will collect the data for an Eligible Projects Usage Data Report using the following counting methods:

**Automated Counters (Permanent and Portable)**

- (a) If automated counters are installed for any Eligible Project, the Recipient will collect data for that Eligible Project using the automated counters.
- (b) The Recipient will collect data, under (a) above, on a 24-hour daily continuous basis for the timeframes specified in F4.4 (Data Collection Timeframe).

**Manual Counts**

If manual counts are carried out for a completed Eligible Project, the Recipient agrees to complete 3 counts in the same month for the timeframes specified in F4.4 (Data Collection Timeframe) as follows:

- (a) one count on a Tuesday, Wednesday or Thursday between 07:00 and 10:00;
- (b) a second count on the Tuesday, Wednesday or Thursday used for paragraph F4.3(a) for any two consecutive hours between 15:00 and 19:00; and
- (c) a third count on the Saturday preceding or following the counts in paragraphs F4.3(a) and (b) between 12:00 and 14:00.

**F4.4 Data Collection Timeframe.** The Recipient will collect data for the Usage Data Report after Substantial Completion of each Eligible Project. The Recipient will submit an Eligible Projects Usage Data Report for that Eligible Project to the Province..

**Automated Counters (Permanent and Portable)**

- (a) Recipients with automated counters will collect data for 24 consecutive months after an Eligible Project is opened for use, and aggregate those data as directed by the Province.
- (b) Recipients with permanent automated counters on the site of an Eligible

Project will collect data continuously for the first 24 months.

- (c) Recipients with portable automated counters, whether purchased with Funds or not, will collect data continuously 24 hours per day for seven consecutive days, twice in the first 12 months of operation at least five months apart, and twice in the second 12 months of operation at least five months apart..

### **Manual Counts**

- (a) The Recipient will collect data as follows:
  - (i) If the Recipient's population is less than 15,000 individuals, the Recipient will collect data in September and May or July of each year for 24 months.
  - (ii) If the Recipient's population is 15,000 individuals or greater, the Recipient will collect data once per season (4 times per year) for 24 months.

**F4.5 Costs.** The Recipient will be responsible for its own costs in relation to the data collection, and the preparation and submission of the Usage Data Report.

## **F5.0 ADMINISTRATIVE PROCEDURE AND FORM**

**F5.1 Administrative Procedures.** The Recipient will, when submitting Reports, follow the administrative procedures specified by the Province.

**F5.2 Form of Annual Implementation Reports and Final Report.** The Annual Implementation Reports and Final Report will be in a form satisfactory to the Province and will include all of the following:

- (a) a detailed description and status of work for each Eligible Project, whether under development or completed, for which Funds will be or have been used, including photographs;
- (b) projected completed date of each Eligible Project under construction or for which Funds are projected to be used to complete the Eligible Project by December 30, 2020;
- (c) how the communications requirements set out in Schedule "G" (Communications Protocol) have been implemented or applied in the Funding Year;
- (d) copies of certificates of Substantial Completion for each Eligible Project;

- (e) a warrant for each Eligible Project that any required approval including, without limitation, land approval has been obtained and complied with;
- (f) details of how the objectives of the Province have been met;
- (g) if required pursuant to section I3.1 (Requirements for Aboriginal Consultation Record), an Aboriginal Consultation Record, as defined in section I1.1 (Definitions), and any update to it; and
- (h) any other information respecting the Projects the Province may, at its sole discretion, request.

**F5.3 Form of Annual Financial Report.** The Annual Financial Report will be in a form satisfactory to the Province and will include all of the following:

- (a) the Funds spent on each Eligible Project;
- (b) Eligible Costs of each Eligible Project;
- (c) funding provided by the Recipient and received from third party sources for each Eligible Project;
- (d) the amount of Funds in the interest bearing account at the beginning and end of each Funding Year;
- (e) the interest earned on the Funds and the use of the interest for the Eligible Costs of Eligible Projects;
- (f) Funds remaining in the interest bearing account by December 30, 2020; and
- (g) details on how the Province's interests, with respect to climate change by reducing vehicle trips and GHGs through increased commuter cycling, have been met.

## **F6.0 PUBLIC DOCUMENTS**

**F6.1 Public Documents.** The Recipient acknowledges and agrees that the Reports and any other report will be public documents.

## **F7.0 CHANGES TO REPORTING**

- F7.1 **Changes to the Reporting.** Subject to section F7.2 (Amending Agreement for Changes to the Reporting), the Parties agree that changes, as determined by the Province at its sole discretion, may be made to the reporting.
- F7.2 **Amending Agreement for Changes to the Reporting.** Any change made to the reporting, pursuant to section F7.1 (Changes to the Reporting), must be documented through a written agreement executed as set out in section 4.3 (Execution of Amending Agreements - Exceptions).

## **SCHEDULE “G” COMMUNICATIONS PROTOCOL**

### **G1.0 PURPOSE**

- G1.1 **Purpose.** This Schedule “G” (Communications Protocol) describes the Recipient’s responsibilities and financial obligations involved in communications activities and products to recognize the contributions of the Government of Ontario and the Recipient.

### **G2.0 GENERAL PRINCIPLES**

- G2.1 **Promotion.** The Recipient must promote each Eligible Project when opened for use by cyclists through communications activities and products as being funded by the province through Climate Action Plan funding. The Recipient must also promote that each Eligible Project’s purpose is to support GHG reduction by supporting increase commuter cycling.
- G2.2 **Joint Communications.** The Recipient agrees to obtain the Province approval for all communications products and to undertake joint communications activities and collaborate on products to ensure open, effective, and proactive communications.
- G2.3 **Recognition and Prominence.** Unless the Province specifies otherwise, the financial contribution of the Province will receive equal recognition and prominence in any Eligible Project related communications, including when logos, symbols, flags, and other types of identification are incorporated into events signs.
- G2.4 **Announcements and Ceremonies.** All announcements and ceremonies will be organized jointly with equal participation from the Recipient and the Province.
- G2.5 **Electronic Media.** All communications through electronic media such as web sites or management information systems are subject to the terms and conditions of this Schedule “G” (Communications Protocol).
- G2.6 **Communications Protocol and Other Requirements.** All events and signage will follow the communications protocols set out in this Schedule “G” (Communications Protocol) and any other requirements that may be specified by the Province from time to time.
- G2.7 **Approval of Province.** All communications must reference the Government of Ontario and must be submitted a minimum of 15 days in advance and approved by the Province prior to release.

### **G3.0 PROJECT COMMUNICATIONS**

G3.1 **General.** All written communications concerning the Agreement and any Eligible Project will be prepared in a manner that supports the communications objectives and branding of each Party to the Agreement.

G3.2 **Provincial Funding Statement.** All public information material made by the Recipient concerning the Agreement and any Eligible Projects will clearly indicate that the Eligible Project is partially funded by the Government of Ontario.

#### **G3.3 Project Promotion.**

- (a) The Recipient is responsible for the promotion and its activities and objectives within their jurisdiction. The Recipient will provide for each Eligible Project, as appropriate, project communications such as: a project web site, print, audiovisual and other communications about the Eligible Project as it proceeds. The Recipient will inform the Province of any such promotional communication a minimum of 15 days before it takes place. The Recipient will also ensure appropriate recognition of the Province's contribution in annual reports, speeches or other opportunities, as appropriate.
- (b) The Recipient is solely responsible for operational communications including calls for tender, construction, design, property, emergency and public safety notices.
- (c) The Recipient will share information promptly with the Province on significant emerging media and stakeholder issues concerning the Agreement and any Eligible Project. The Province will advise the Recipient, where appropriate, about media inquiries.
- (d) The Recipient and the Province reserve the right to refer to the Funding provided in their own separate, and non-OMCC Program specific communications. Each commits to acknowledging the other's involvement in the OMCC Program.
- (e) The Recipient will provide, whenever possible, professional quality audio-visual material about each Eligible Project to the Province to support wider communications about the provincial funding.

### **G4.0 COMMUNICATING WITH THE PUBLIC**

#### **G4.1 General.**

- (a) The Recipient will provide Notice to and consult with the Province, a

minimum of 15 days in advance, about all proposed news releases, new media communications activities, or public announcements relating to any Eligible Project. This is to provide the Province with sufficient notice of key communications and, if the Province so desires, the time that is necessary to determine a course of action, line up principals and prepare joint material. Notwithstanding the advance Notice requirement, the Province will not unreasonably withhold its consent if the Recipient must issue a news release or public announcement in less than 15 days due to unforeseeable circumstances, including matters of public safety or the need for emergency response.

- (b) The Recipient will advise the Province regularly of upcoming public events or community relations activities relating to the Agreement. The Recipient commits to acknowledging the Province's involvement.
- (c) The Province will monitor the Recipient's performance with respect to the communications provisions of the Agreement and order appropriate remedies, as it sees fit, where deficiencies are found.
- (d) In the event of an election call that affects a riding that a completed Eligible Project is located in, whether federal, provincial or municipal, no public announcements will be permitted. For clarification, this does not include announcements and communications made under paragraph G3.3(b).

**G4.2 Signing of the Agreement.** The Recipient and the Province may issue a joint news release when the Agreement is signed. The Recipient and the Province agree to hold, where appropriate, an official ceremony on this occasion.

**G4.3 Public Information Kits.** The Recipient and the Province may develop joint information kits, brochures, public reports, new media products, and web site material to inform the public about the OMCC Program and any Eligible Project. Such material will be prepared in a manner consistent with this Schedule "G" (Communications Protocol) and any core messages developed by the Recipient or the Province. The choice of colour will be neutral in nature and not identified with any political party.

**G4.4 News Releases.** The Recipient and the Province will issue joint news releases at relevant times in the life of each Eligible Project. In all such news releases, the Recipient and the Province will receive equal prominence and all will mutually agree on the use of quotes from the designated representatives of the Province or the Recipient in the news releases.

**G4.5 News, Conferences, Public Announcements, Official Events or Ceremonies.**

- (a) The Recipient and the Province agree to hold news conferences at the



request of the other. The designated representative of each of the Recipient and the Province will be provided the opportunity to participate in such news conferences.

- (b) No public announcement relating to any Eligible Project, with the exception of those Notices described in paragraph G3.3(b), will be made by the Recipient without the prior consent of the Province.
- (c) The Recipient and the Province will cooperate in the organization of announcements or ceremonies. Messages and public statements for such events should be mutually agreed upon. The Province may recommend special events and ceremonies be held where and when appropriate.

#### **G4.6 Signage.**

- (a) Prior to initiating construction and after the signing of the Agreement, the Recipient agrees to produce and erect temporary signage acknowledging the Province's contribution to each Eligible Project. The signage will be at least equivalent in size and prominence to the Recipient's and other contributors' signage. The signage will remain in place until 90 days after construction is completed.
- (b) The Recipient will provide and install, upon completion of each Eligible Project, where feasible, a plaque, permanent sign or other suitable identifier bearing an appropriate inscription. The design, wording and specifications of such permanent signs will respect the general provisions of the Agreement for two years after the completion of the Eligible Project.
- (c) Except for signage acknowledging any Eligible Project funding, traffic control, safety devices, contractor signage, retail signage or normal construction related signage, no additional signage will be erected at each site by the Recipient.

**G4.7 Communications Events.** Subject to the terms of the Agreement, the Recipient or the Province may, at its own costs and upon 90 days Notice to the other Party prior to the event, carry out project-related communications events, including educational and promotional signage.

**G4.8 Joint Communications Events.** If the Parties agree to carry out a joint communications event, the costs of such event will be shared equally between the Province and the Recipient.

**G4.9 Monitoring and Compliance.** The Province will monitor the Recipient's compliance with this Schedule "G" (Communications Protocol), and may, at its discretion, advise the Recipient of issues and required adjustments.

**SCHEDULE “H”  
DISPOSAL OF AND REVENUES FROM ASSETS**

**H1.0 DEFINITION**

H1.1 **Definition.** For the purposes of this Schedule “H” (Disposal of and Revenues from Assets):

“**Local Government**” means a single-tier, lower-tier or upper-tier municipality established by or under an Ontario provincial statute, and also includes a municipal service corporation established by such a single-tier, lower-tier or upper-tier municipality.

**H2.0 DISPOSAL OF ASSETS**

H2.1 **Payment If Early Disposal.** The Recipient undertakes to notify the Province in writing, 180 days in advance, if at any time on or before December 30, 2031, the Recipient proposes to sell, lease, encumber or use any Asset in a manner other than described in the Agreement, or otherwise dispose of, directly or indirectly, any Asset other than to the Province, a Local Government or a Crown agent of the Province. Upon disposal of the Asset, the Recipient hereby undertakes to pay an amount equal to the percentage of Funds received from the Province for the Asset, forthwith on demand, as set out in the table below:

DISPOSAL PERIOD	PERCENTAGE OF FUNDS (IN CURRENT DOLLARS)
On or before December 30, 2022	100%
After December 30, 2022 and on or before December 30, 2025	75%
After December 30, 2025 and on or before December 30, 2029	50%
After December 30, 2029 and on or before December 30, 2031	25%
After December 30, 2031	0%

## **SCHEDULE “I” ABORIGINAL CONSULTATION PROTOCOL**

### **I1.0 DEFINITIONS**

I1.1 **Definitions.** For the purposes of this Schedule “I” (Aboriginal Consultation Protocol):

“**Aboriginal Consultation Plan**” means the Aboriginal Consultation Plan described in section I2.1 (Development of Plan).

“**Aboriginal Consultation Record**” means a document that records and describes, as the Province may require, the consultation activities carried out during the Project and the results of that consultation.

“**Aboriginal Community**” includes First Nation, Métis and Inuit communities or peoples of Canada.

### **I2.0 ABORIGINAL CONSULTATION PLAN**

I2.1 **Development of Plan.** The Province, based on the scope and nature of the Project, may require the Recipient to, in consultation with the Province, develop and comply with an Aboriginal consultation plan (“**Aboriginal Consultation Plan**”).

I2.2 **Procedural Aspects of Consultation.** If consultation with Aboriginal Communities is required, the Province may:

- (a) delegate certain procedural aspects of the consultation to the Recipient; and
- (b) provide the Recipient with an initial list of the communities the Recipient may consult.

I2.3 **Provision of Plan to Province.** If, pursuant to section I2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

I2.4 **Changes to Plan.** The Province, in the Province’s sole discretion and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

### **I3.0 ABORIGINAL CONSULTATION RECORD**

- I3.1 Requirements for Aboriginal Consultation Record.** If consultation with Aboriginal Communities is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to paragraph F1.1(d), subsection F3.2 (Aboriginal Consultation Reporting) and paragraph F5.2(g).

### **I4.0 RESPONSIBILITIES OF THE RECIPIENT**

- I4.1 Notification to and Direction from the Province.** The Recipient will immediately notify the Province:

- (a) of contact by any Aboriginal Communities regarding the Project; or
- (b) if any Aboriginal archaeological resources are discovered in the course of the Project,

and, in either case, the Province may direct the Recipient to take such actions as the Province may require. The Recipient will comply with the Province's direction.

- I4.2 Direction from the Province and Contracts.** The Recipient will provide in any Contract and Partner Agreement for the Recipient's right and ability to respond to direction from the Province as the Province may provide in accordance with section I4.1 (Notification to and Direction from the Province).

## **SCHEDULE “J” CERTIFICATES AND DECLARATIONS**

### **J1.0 PROCEDURES**

- J1.1 **Procedures.** The Recipient agrees that this Schedule “J” (Certificates and Declarations) will apply to the Projects.

### **J2.0 ANNUAL FUNDING CERTIFICATES**

- J2.1 **Timing and Documents.** The Recipient will submit Annual Funding Certificates to the Province, in the form provided in Sub-schedule “J.1” (Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Funding Certificate), signed by the senior financial of the Recipient identified in Schedule “B” (Recipient Information) and completed to the Province’s satisfaction, attesting, amongst other matters, that all Funds have been spent on Eligible Projects and Eligible Costs.
- J2.2 **Timing of Annual Funding Certificate.** The Recipient will submit an Annual Funding Certificate to the Province, together with the Annual Financial Report, in each Funding Year.

### **J3.0 ANNUAL ELIGIBLE PROJECTS DECLARATION**

- J3.1 **Timing and Documents.** The Recipient will submit an Annual Eligible Projects Declaration to the Province, in the form provided in Sub-schedule “J.2” (Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Eligible Projects Declaration), signed by an approved Recipient representative and completed to the satisfaction of the Province.
- J3.2 **Timing of Annual Eligible Projects Declaration.** The Recipient will submit the Annual Eligible Projects Declaration as a component of the Annual Implementation Report to the Province.

### **J4.0 SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION**

- J4.1 **Timing and Documents.** The Recipient will submit to the Province, in the form provided in Sub-schedule “J.3” (Ontario Municipal Commuter Cycling (OMCC) Program Form of Solemn Declaration of Substantial Completion), a Solemn Declaration of Substantial Completion for each Eligible Project. The Recipient will include all of the documentation required in the Solemn Declaration of Substantial Completion and fully complete and execute the declaration.

J4.2 **Submission of Declarations of Substantial Completion.** The Recipient will submit the declaration(s) in each Funding Year as attachment(s) to the Annual Implementation Reports.

## **J5.0 FINAL ADJUSTMENTS**

J5.1 **Final Adjustments.** After the Recipient has submitted its Final Report and before the Expiry Date, the Parties will jointly carry out a final reconciliation of all Funds in respect of the Project and make any adjustments required in the circumstances.

**SUB-SCHEDULE "J.1"**  
**ONTARIO MUNICIPAL COMMUTER CYCLING (OMCC) PROGRAM**  
**FORM OF ANNUAL FUNDING CERTIFICATE**

**ANNUAL FUNDING CERTIFICATE**

**TO:** Transportation Policy Branch  
Ontario Ministry of Transportation  
777 Bay Street, 30<sup>th</sup> Floor  
Toronto, ON M7A 2J8  
Telephone: 1-844-671-7438  
Facsimile: (416) 585-7204  
E-mail: cycling@ontario.ca

**FROM:** Name/Title: **[Enter the name and title of the Senior Financial Officer of the Recipient.]**  
Address: **[Enter the address of the Senior Financial Officer of the Recipient.]**  
Telephone: **[Enter the telephone number of the Senior Financial Officer of the Recipient.]**  
Facsimile: **[Enter the facsimile number of the Senior Financial Officer of the Recipient.]**  
Email: **[Enter the email address of the Senior Financial Officer of the Recipient.]**

**ON BEHALF OF:** **[Enter the Recipient's name.]**

**RE:** **Ontario Municipal Commuter Cycling (OMCC) Program - Annual Funding Certificate**

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In the matter of the Ontario Municipal Commuter Cycling (OMCC) Program Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the **[Enter the legal name of the municipality.]** (the "Recipient"), on \_\_\_\_\_, \_\_\_\_\_ (the "Agreement").

I, \_\_\_\_\_ **[Enter the name and title of the senior financial officer of the Recipient listed in Schedule "B" (Recipient Information).]**, an authorized representative of the Recipient, having made such inquiries as I have deemed

necessary for this certificate, hereby certify that to the best of my knowledge, information and belief for Funding Year **[Enter the Funding Year.]**:

On and as of the date set out below:

1. Funds have only been expended on Eligible Projects listed on the Eligible Projects List, as described in Sub-schedule "C.1" (Eligible Projects List) of the Agreement, and the Eligible Projects funded this Funding Year are as listed in Appendix A (Eligible Projects for Funding Year) to this certificate.
2. Funds were solely used towards the Eligible Costs of implementing the Eligible Projects listed in Appendix A (Eligible Projects for Funding Year) to this certificate.
3. The Eligible Projects listed in Appendix A (Eligible Projects for Funding Year) to this certificate will be completed by December 30, 2020.
4. The work undertaken for Eligible Projects conforms with the requirements set out in paragraph A4.8(d) of Schedule "A" (General Terms and Conditions) of the Agreement to comply with industry standards.
5. Any Funds the Recipient received before the Recipient's immediate need were placed in an interest bearing account in accordance with section A4.5 (Interest Bearing Account) of the Agreement, and any interest earned on the Funds is noted in Appendix A (Eligible Projects Funding Year) to this certificate and was used only as noted in the appendix.

Declared at \_\_\_\_\_ (city), in the Province of Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Signatures)

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Witness Name:

Title:

Title:



**APPENDIX A**  
**ELIGIBLE PROJECTS FOR FUNDING YEAR [Note: Enter the Funding Year.]**

FUNDING YEAR	ELIGIBLE PROJECT	ELIGIBLE PROJECT START DATE	ELIGIBLE PROJECT END DATE	ELIGIBLE COSTS		RECIPIENT FUNDS EXPENDED		FUNDING FROM OTHER SOURCES USED		TOTAL ELIGIBLE PROJECT COSTS
				\$	% of Funds	\$	% of Total Eligible Project Costs	\$	% of Total Eligible Project Costs	
Total										

**INTEREST ON FUNDS**

- (a) The interest earned on the Funds for the Funding Year to which this Annual Funding Certificate relates is **[\$x dollars]**.
- (b) The interest earned on the Funds since the Effective Date of the Agreement is **[\$x dollars]**.
- (c) The interest used towards the Eligible Costs of Eligible Projects in the Funding Year to which this Annual Funding Certificate relates is **[\$x dollars]**.
- (d) The interest used for the Eligible Costs of Eligible Projects since the Effective Date of the Agreement is **[\$x dollars]**.

**SUB-SCHEDULE “J.2”  
ONTARIO MUNICIPAL COMMUTER CYCLING (OMCC) PROGRAM  
FORM OF ANNUAL ELIGIBLE PROJECTS DECLARATION**

**ANNUAL ELIGIBLE PROJECTS DECLARATION**

**TO:** Transportation Policy Branch  
Ontario Ministry of Transportation  
777 Bay Street, 30<sup>th</sup> Floor  
Toronto, ON M7A 2J8  
Telephone: 1-844-671-7438  
Facsimile: (416) 585-7204  
E-mail: cycling@ontario.ca

**FROM:** Name/Title: [Enter the name and title of the authorized representative of the Recipient.]  
Address: [Enter the address of the authorized representative of the Recipient.]  
Telephone: [Enter the telephone number of the authorized representative of the Recipient.]  
Facsimile: [Enter the facsimile number of the authorized representative of the Recipient.]  
Email: [Enter the email address of the authorized representative of the Recipient.]  
Email: [Enter the email address of the authorized representative of the Recipient.]

**RE: Ontario Municipal Commuter Cycling Program - Annual Eligible Projects Declaration**

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In the matter of the Ontario Municipal Commuter Cycling (OMCC) Program Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the [Enter the legal name of the municipality.] (the “Recipient”), on \_\_\_\_\_, \_\_\_\_\_ (the “Agreement”).

I, \_\_\_\_\_ [Enter the name and title of the authorized representative of the Recipient listed in Schedule “B” (Recipient Information).], having made such inquiries as I have deemed necessary for this declaration, hereby certify that to the best of my knowledge, information and belief:

1. On and as of the date set out below:

- a. all representations and warranties contained in Article A2.0 (Representations, Warranties, and Covenants) of Schedule “A” (General Terms and Conditions) to the Agreement are true and correct;
- b. the Recipient is in compliance with all the terms and conditions of the Agreement and no event of default, as described in the Agreement, has occurred and is continuing;
- c. and prior to the Recipient having used any of the Funds for an Eligible Project, the Recipient has complied with all of the requirements set out in paragraphs A32.1(c)(i), (ii) and (iii).
- d. the Recipient has attached a valid certificate of insurance for the current Funding Year;
- e. the Recipient has attached the municipal council approved enabling by-law for the current Funding Year;
- f. the Recipient has met the 20% funding requirements for each Eligible Project implemented with Funds;
- g. the Recipient has complied with all provisions of the *Construction Lien Act* (Ontario) and is not aware of any claims for liens under that Act.

2. Funds were solely used towards the Eligible Costs of implementing the Eligible Projects listed on the Eligible Projects List

Declared at \_\_\_\_\_ (city), in the Province of Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Signatures)

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Witness Name:

Title:

Title:

**SUB-SCHEDULE “J.3”  
ONTARIO MUNICIPAL COMMUTER CYCLING (OMCC) PROGRAM  
FORM OF SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION**

**SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION**

**TO:** Transportation Policy Branch  
Ontario Ministry of Transportation  
777 Bay Street, 30<sup>th</sup> Floor  
Toronto, ON M7A 2J8  
Telephone: 1-844-671-7438  
Facsimile: (416) 585-7204  
E-mail: cycling@ontario.ca

**FROM:** Name/Title: **[Enter the name and title of the professional engineer.]**  
Address: **[Enter the address of the professional engineer.]**  
Accreditation: **[Enter the accreditation number of the professional engineer.]**  
Telephone: **[Enter the telephone number of the professional engineer.]**  
Facsimile: **[Enter the facsimile number of the professional engineer.]**  
Email: **[Enter the email address of the professional engineer.]**

**RE: Ontario Municipal Commuter Cycling Program - Solemn Declaration of Substantial Completion**

In the matter of the Ontario Municipal Commuter Cycling (OMCC) Program Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the **[Enter the legal name of the municipality.]** (the “Recipient”), on \_\_\_\_\_, \_\_\_\_\_ (the “Agreement”).

I, \_\_\_\_\_ **[Enter the name and title of the professional engineer.]**, a professional engineer duly licensed in the Province of Ontario, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

On and as of the date set out below:

1. I am the \_\_\_\_\_ **[Enter the title, department, or**

**organization.],** and as such have knowledge of the matters set forth in this declaration.

2. The projects listed below in this declaration are listed in Sub-schedule “C.1” (Eligible Projects List) to the Agreement as Eligible Projects. These Eligible Projects have reached Substantial Completion, as defined in the Agreement, as follows:

ELIGIBLE PROJECT NAME	ELIGIBLE PROJECT DESCRIPTION	ELIGIBLE PROJECT LOCATION	SUBSTANTIAL COMPLETION DATE FOR THE ELIGIBLE PROJECT

3. The value of the Eligible Costs for substantially completed work on each Eligible Project listed in section 2 above is as noted below:

ELIGIBLE PROJECT NAME	ELIGIBLE COSTS FOR THE ELIGIBLE PROJECT	RECIPIENT’S CONTRIBUTION TOWARDS THE ELIGIBLE COSTS OF THE ELIGIBLE PROJECT

4. The work for all Eligible Projects described in this declaration:
- was supervised and inspected by qualified staff;
  - conforms with the plans, specifications and other documentation for the work;
  - conforms with the Environmental Laws (as defined in the Agreement), and appropriate mitigation measures have been implemented; and
  - conforms with the requirements set out in paragraph A4.8(d) of Schedule “A” (General Terms and Conditions) of the Agreement to comply with industry standards.

Declared at \_\_\_\_\_ (city), in the Province of Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Signatures)

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Witness Name:

Title:

Title:

# **The Corporation of the City of Kawartha Lakes**

## **Council Report**

**Report Number EA2018-006**

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**Date:** February 13<sup>th</sup>, 2018

**Time:** 2:00 p.m.

**Place:** Council Chambers

---

**Ward Community Identifier:** All wards

**Subject:** Revisions to 2018 Gravel Resurfacing Program

**Author Name and Title:** Adam Found, Manager of Corporate Assets

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### **Recommendation(s):**

**RESOLVED THAT** Report EA2018-006, **Revisions to 2018 Gravel Resurfacing Program**, be received; and

**THAT** the revisions to the 2018 Gravel Resurfacing Program (RD1806), as indicated in Appendix A attached to Report EA2018-006, be approved.

**Department Head:**\_\_\_\_\_

**Financial/Legal/HR/Other:**\_\_\_\_\_

**Chief Administrative Officer:**\_\_\_\_\_

## **Background:**

At the Council Meeting of October 31<sup>st</sup>, 2017, Council adopted the following resolution:

### **CR2017-958**

**Moved By** Councillor James

**Seconded By** Councillor Miller

**RESOLVED THAT** the 2018 Tax-Supported Capital Budget, as amended, be adopted.

### **CARRIED**

The 2018 Gravel Resurfacing Program (RD1806) was approved through this resolution. Whereas informational developments subsequent to this approval necessitate revisions to the program, staff is seeking Council direction in this regard.

This report addresses that purpose.

## **Rationale:**

Since adoption of the 2018 Tax-Supported Capital Budget on October 31<sup>st</sup>, 2017, new information and other developments have given staff cause to revise the 2018 Gravel Resurfacing Program (RD1806) prior to transitioning into the procurement stage of program delivery. These revisions are indicated in Appendix A, attached hereto.

The program-based nature of the 2018 Capital Budget means each program therein comprises a set of similar projects over which program funding is pooled. In the case of the 2018 Gravel Resurfacing Program, each project constitutes the resurfacing of an individual road section as identified in the roads asset registry. Each revision indicated in Appendix A adds, deletes or refinances a project (i.e. road section) within the program based on one or more of the following rationales:

1. Boundary Road Agreements: The financing of projects involving boundary roads has been updated to reflect capital cost sharing provisions in applicable boundary road agreements.
2. Haul Route Agreements: As a result a forthcoming haul route agreement with road improvement provisions, it is prudent to defer the resurfacing of the affected road sections until such time the agreement is executed or the improvements required thereunder can be coordinated with gravel resurfacing.

3. Roads Operations Programs: As a result of further consultation with Roads Operations Division, it was determined that certain short road sections are better addressed through Roads Operations programs.
4. Assumption and Ownership Status: Certain road sections having no record of resurfacing over the past decade have subsequently been determined to be unassumed by the City or privately owned and thus deleted from the program.
5. Resurfacing Records: Various resurfacing records updates necessitate the advancement or deferral of certain road sections to maintain expected lifecycles. In several cases, recent resurfacing projects authorized outside of the regular capital budget process were previously unrecorded (e.g. road rehabilitation funded by the Ontario Disaster Relief Assistance Program (ODRAP) in 2014 and 2015).
6. Road Conditions: Since original compilation of the 2018 Capital Budget, road condition updates (e.g. accelerated deterioration) call for the advancement or deferral of certain road sections.
7. Strategic Grouping: The advancement or deferral of certain related road sections is advantageous to maintain or enhance strategic grouping of road sections so as to promote project continuity and cost efficiency.

The need for program revisions is expected to decline substantially in future as the gravel road inventory is improved through various measures such as enhanced interdepartmental collaboration and the forthcoming legal review of road ownership and status.

### **Other Alternatives Considered:**

The alternative to the staff recommendation would be to leave the 2018 Gravel Resurfacing Program unchanged, as it is in Appendix B attached hereto. However, as the revisions enable the program to better meet expected service levels with reduced tax-supported financing, staff recommend these revisions be made.

### **Financial/Operation Impacts:**

As compared to the overall 2018 gravel resurfacing program budget of \$1.44 million, the impact of the recommended revisions is minor as it results in a net expenditure increase of approximately \$16,500 only. However, due to the recognition of 50% cost recovery from the Township of Scugog for the resurfacing of Nesbitt Line (a boundary road), there is in fact a net reduction in financing from the capital reserve of approximately \$20,100. As the capital



reserve is tax-supported, this results in somewhat less pressure on future tax burdens, all else equal.

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

The recommendations of this report align with the following goals of the Corporate Strategic Plan:

- Goal 1 – A Vibrant and Growing Economy: An effective gravel resurfacing program helps support municipal infrastructure that is essential for a prosperous and growing economy, especially in the rural areas of the City.
- Goal 2 – An Exceptional Quality of Life: An effective gravel resurfacing program helps support municipal infrastructure that is essential for the quality of life of residents, especially in the rural areas of the City.

## **Consultations:**

Supervisor, Technical Services  
Manager of Roads Operations, East  
Manager of Roads Operations, West  
Manager of Roads Operations, Lindsay  
Director of Public Works  
City Treasurer

## **Attachments:**

Appendix A: Revisions to 2018 Gravel Resurfacing Program (RD1806)



Revisions to Capital  
Program RD1806.pdf

Appendix B: Existing 2018 Gravel Resurfacing Program (RD1806) Prior to Revisions



Original Capital  
Program RD1806.pdf

**Department Head E-Mail:** [jrojas@kawarthalakes.ca](mailto:jrojas@kawarthalakes.ca)

**Department Head:** Juan Rojas, Director of Engineering and Corporate Assets

**Revisions to the 2018 Gravel Resurfacing Program (RD1806)**

JDE Identifier	Asset(s) / Project	From	To	Expenditure		Revised Financing			Revision	
				Existing	Revised	Capital Reserve	Neighbouring Municipality	Total	Type	Rationale / Explanation
983180610	Nesbitt Line	Highway #7A	Malcolm Road	22,950	22,950	11,475	11,475	22,950	Refinance	Accounting for 50% cost recovery as per boundary road agreement.
983180611	Nesbitt Line	Malcolm Road	Sugar Bush Rd. (Manvers)	4,450	4,450	2,225	2,225	4,450	Refinance	Accounting for 50% cost recovery as per boundary road agreement.
983180612	Nesbitt Line	Sugar Bush Rd. (Manvers)	St. Alban Rd. (Manvers)	27,130	27,130	13,565	13,565	27,130	Refinance	Accounting for 50% cost recovery as per boundary road agreement.
983180613	Nesbitt Line	St. Alban Rd. (Manvers)	North End	18,780	18,780	9,390	9,390	18,780	Refinance	Accounting for 50% cost recovery as per boundary road agreement.
983180620	Wild Turkey Rd.	South End	Gray Rd. (Manvers)	7,520	0	0	0	0	Deletion	Resurfaced jointly with Gray Rd. in 2015; went unrecorded.
983180630	Lindsay St. N. (Lindsay)	Pottinger St.	55m south of Daniel Court	2,640	0	0	0	0	Deletion	Roads Operations Division plans to apply recycled asphalt in 2018.
	Lorneville Rd.	0.2 Km East of K.L. Rd. 46	Windmere Rd.	0	19,760	19,760	0	19,760	Addition	Advanced from 2020 to address deterioration, continuity and cost efficiency.
	Lorneville Rd.	Windmere Rd.	Prospect Rd.	0	23,790	23,790	0	23,790	Addition	Advanced from 2020 to address deterioration, continuity and cost efficiency.
	Lorneville Rd.	Prospect Rd.	Sandringham Rd.	0	23,500	23,500	0	23,500	Addition	Advanced from 2020 to address deterioration, continuity and cost efficiency.
	Lorneville Rd.	Sandringham Rd.	Grasshill Rd.	0	20,870	20,870	0	20,870	Addition	Advanced from 2020 to address deterioration, continuity and cost efficiency.
	Lorneville Rd.	Grasshill Rd.	Kirkfield Rd.	0	25,030	25,030	0	25,030	Addition	Advanced from 2020 to address deterioration, continuity and cost efficiency.
	Lorneville Rd.	Kirkfield Rd.	Sandhills Rd.	0	23,930	23,930	0	23,930	Addition	Advanced from 2020 to address deterioration, continuity and cost efficiency.
	Lorneville Rd.	Sandhills Rd.	Hartley Rd.	0	10,990	10,990	0	10,990	Addition	Advanced from 2020 to address deterioration, continuity and cost efficiency.
983180660	Sherwin Rd.	Heights Rd.	East End	14,470	0	0	0	0	Deletion	Deferred to 2019-2020 to accommodate transfer of Mustang Dr. to 2018.
983180661	January Lane	Sturgeon Rd. (Emily/Verulam)	West End	19,760	0	0	0	0	Deletion	Deferred to 2019-2020 to accommodate transfer of Mustang Dr. to 2018.
983180662	Bristol Rd.	Sturgeon Rd. (Emily/Verulam)	East End	13,080	0	0	0	0	Deletion	Deferred to 2019-2020 to accommodate transfer of Mustang Dr. to 2018.
	Mustang Dr.	Heights Rd.	Sturgeon Rd. (Emily/Verulam)	0	54,670	54,670	0	54,670	Addition	Advanced from 2020 to address deterioration, continuity and cost efficiency.
	Mustang Dr.	Sturgeon Rd. (Emily/Verulam)	East End	0	21,000	21,000	0	21,000	Addition	Advanced from 2020 to address deterioration, continuity and cost efficiency.
983180663	Berry Lane	Ranch Rd.	Manchester Trail	1,110	0	0	0	0	Deletion	Deferred to year of Ranch Rd. resurfacing for continuity and cost efficiency.
983180664	Manchester Trail	Berry Lane	North End	1,960	0	0	0	0	Deletion	Deferred to year of Ranch Rd. resurfacing for continuity and cost efficiency.
983180668	Bayside St.	Westview Dr. (Emily)	Kenedon Dr.	3,890	0	0	0	0	Deletion	Road has been determined to be unassumed.
983180671	Hartley Rd.	0.1 Km North of Robinson Ave.	Portage Rd.	15,160	0	0	0	0	Deletion	Resurfaced in 2015 with ODRAP funding for flood damage; went unrecorded.
983180679	Tower Rd. (Eldon)	Kirkfield Rd.	East End	4,170	0	0	0	0	Deletion	Roads Operations Division plans to apply gravel in 2018.
983180680	Robinson Ave.	Hartley Rd.	East End	14,470	0	0	0	0	Deletion	Resurfaced in 2015 with ODRAP funding for flood damage; went unrecorded.
983180689	Cranberry Lake Rd.	Rohallion Rd.	Scott Rd.	28,240	0	0	0	0	Deletion	Road has been determined to be unassumed.
	Shrike Rd.	Talbot River Rd.	McNamee Rd.	0	38,120	38,120	0	38,120	Addition	Road is in need and was incorrectly recorded as being resurfaced in 2017.
983181612	Moorings Dr.	Fell's Point Rd.	0.3 Km North of Fell's Point Rd.	5,700	0	0	0	0	Deletion	Resurfaced in 2014 with ODRAP funding for flood damage; went unrecorded.
983181613	Moorings Dr.	0.3 Km North of Fell's Point Rd.	2.0 Km West of Fell's Point Rd.	28,240	0	0	0	0	Deletion	Resurfaced in 2014 with ODRAP funding for flood damage; went unrecorded.
983181614	Moorings Dr.	2.0 Km West of Fell's Point Rd.	South End	24,480	0	0	0	0	Deletion	Resurfaced in 2014 with ODRAP funding for flood damage; went unrecorded.
983181615	Honeysuckle Rd.	K.L. Rd. 41 (Bexley/Laxton)	West End	10,710	0	0	0	0	Deletion	Approximately half of the road has been determined to be privately owned.
983181616	Honeysuckle Rd.	K.L. Rd. 41 (Bexley/Laxton)	0.67 Km West of K.L. Rd. 41	0	5,290	5,290	0	5,290	Addition	Approximately half of the road has been determined to be privately owned.
983181634	Deer Lake Rd.	Bexley/Laxton Township Line	Tumbleweed Rd.	26,430	0	0	0	0	Deletion	Deferred pending road improvements as per forthcoming haul route agreement.
983181635	Deer Lake Rd.	Tumbleweed Rd.	Mockingbird Lane	19,200	0	0	0	0	Deletion	Deferred pending road improvements as per forthcoming haul route agreement.
983181636	Deer Lake Rd.	Mockingbird Lane	Monck Rd.	27,400	0	0	0	0	Deletion	Deferred pending road improvements as per forthcoming haul route agreement.
	Victoria Rd.	Monck Rd.	Grozell Rd.	0	20,730	20,730	0	20,730	Addition	Advanced from 2019 to address continuity and cost efficiency.
983181651	Vern Court	Benson Blvd. (Laxton)	North End	2,510	0	0	0	0	Deletion	Resurfaced in 2014 with ODRAP funding for flood damage; went unrecorded.
<b>Total</b>				<b>344,450</b>	<b>360,990</b>	<b>324,335</b>	<b>36,655</b>	<b>360,990</b>		

**Detail for the Gravel Resurfacing Program - RD1806**

JDE Identifier	Asset(s) / Project	From	To	Approval Period	DC Recoverability	Treatment / Activity	Engineering & Design	Acquisition & Construction	Contract Administration	Contingency	Total
983180601	Ballyduff Rd.	West End	Porter Rd. (Manvers)	2018	0.0%	Resurfacing		4,620	70	460	5,150
983180602	Sugar Bush Rd. (Manvers)	1.6 Km West of Janetville Rd.	Corner Rd.	2018	0.0%	Resurfacing		17,600	250	1,760	19,610
983180603	Lifford Rd.	West End	Chipmunk Rd. (Manvers)	2018	0.0%	Resurfacing		5,120	70	510	5,700
983180604	Lifford Rd.	Chipmunk Rd. (Manvers)	Highway #35	2018	0.0%	Resurfacing		9,240	130	930	10,300
983180605	Lifford Rd.	Ski Hill Rd.	East End	2018	0.0%	Resurfacing		1,000	10	100	1,110
983180606	Pigeon Creek Rd.	0.9 Km West of Janetville Rd.	0.5 Km West of Janetville Rd.	2018	0.0%	Resurfacing		4,490	60	450	5,000
983180607	Pigeon Creek Rd.	West End	St. Mary's Rd.	2018	0.0%	Resurfacing		3,740	50	380	4,170
983180608	Pigeon Creek Rd.	St. Mary's Rd.	East End	2018	0.0%	Resurfacing		11,360	160	1,140	12,660
983180609	Mount Horeb Rd.	West End	Highway #35	2018	0.0%	Resurfacing		3,990	60	400	4,450
983180610	Nesbitt Line	Highway #7A	Malcolm Road	2018	0.0%	Resurfacing		20,590	300	2,060	22,950
983180611	Nesbitt Line	Malcolm Road	Sugar Bush Rd. (Manvers)	2018	0.0%	Resurfacing		3,990	60	400	4,450
983180612	Nesbitt Line	Sugar Bush Rd. (Manvers)	St. Alban Rd. (Manvers)	2018	0.0%	Resurfacing		24,340	350	2,440	27,130
983180613	Nesbitt Line	St. Alban Rd. (Manvers)	North End	2018	0.0%	Resurfacing		16,850	240	1,690	18,780
983180614	Lotus Rd.	0.3 Km North of Ballyduff Rd.	Gray Rd. (Manvers)	2018	0.0%	Resurfacing		15,600	230	1,560	17,390
983180615	Wilmont Rd.	South End	Drum Rd.	2018	0.0%	Resurfacing		8,990	130	900	10,020
983180616	Wilmont Rd.	Drum Rd.	Telecom Rd.	2018	0.0%	Resurfacing		20,590	300	2,060	22,950
983180617	Wilmont Rd.	Telecom Rd.	North End	2018	0.0%	Resurfacing		10,230	150	1,030	11,410
983180618	Wilmont Rd.	South End	Ballyduff Rd.	2018	0.0%	Resurfacing		13,350	190	1,340	14,880
983180619	Janetville Rd.	South End	Highway #7A	2018	0.0%	Resurfacing		8,990	130	900	10,020
983180620	Wild Turkey Rd.	South End	Gray Rd. (Manvers)	2018	0.0%	Resurfacing		6,740	100	680	7,520
983180621	Micro Rd.	Boundary Rd. (Manvers)	North End	2018	0.0%	Resurfacing		11,360	160	1,140	12,660
983180622	Fee Rd.	South End	Pontypool Rd.	2018	0.0%	Resurfacing		3,370	50	340	3,760
983180623	Carscadden Rd.	Pontypool Rd.	Telecom Rd.	2018	0.0%	Resurfacing		22,210	320	2,230	24,760
983180624	Hogsback Rd.	South End	Ski Hill Rd.	2018	0.0%	Resurfacing		3,740	50	380	4,170
983180625	George St. (Manvers)	West End	Wilson St. (Manvers)	2018	0.0%	Resurfacing		870	10	90	970
983180626	O'Donnell Rd.	River Rd. (Manvers/Ops)	South End	2018	0.0%	Resurfacing		1,250	20	130	1,400
983180627	Monty's Inn St.	River Rd. (Manvers/Ops)	West End	2018	0.0%	Resurfacing		870	10	90	970
983180628	Stonefield St.	River Rd. (Manvers/Ops)	North End	2018	0.0%	Resurfacing		870	10	90	970
983180629	Pondview St.	Highway #7	South End	2018	0.0%	Resurfacing		1,620	20	160	1,800
983180630	Lindsay St. N. (Lindsay)	Pottinger St.	55m south of Daniel Court	2018	0.0%	Resurfacing		2,370	30	240	2,640
983180631	Birch Rd. (Mariposa)	Cambray Rd.	East End	2018	0.0%	Resurfacing		2,620	40	260	2,920
983180632	Opmar Rd.	Highway #7	Thunder Bridge Rd.	2018	0.0%	Resurfacing		28,080	410	2,810	31,300
983180633	Opmar Rd.	Thunder Bridge Rd.	Quaker Rd.	2018	0.0%	Resurfacing		10,610	150	1,060	11,820
983180634	Opmar Rd.	Quaker Rd.	Peniel Rd.	2018	0.0%	Resurfacing		21,470	310	2,150	23,930
983180635	Opmar Rd.	Peniel Rd.	Black School Rd.	2018	0.0%	Resurfacing		21,220	310	2,130	23,660
983180636	Opmar Rd.	Black School Rd.	Cambray Rd.	2018	0.0%	Resurfacing		19,840	290	1,990	22,120
983180637	Goose Lake Rd.	Hartley Rd.	Fenel Rd.	2018	0.0%	Resurfacing		35,570	510	3,560	39,640
983180638	Lorneville Rd.	Hartley Rd.	Fenel Rd.	2018	0.0%	Resurfacing		31,570	460	3,160	35,190
983180639	Birch Point Rd. (Fenelon)	Hartley Rd.	Hollowtree Rd.	2018	0.0%	Resurfacing		15,600	230	1,560	17,390
983180640	Birch Point Rd. (Fenelon)	Hollowtree Rd.	Glenarm Rd.	2018	0.0%	Resurfacing		25,580	370	2,560	28,510
983180641	Wood Rd. (Fenelon)	West St. S.	Beatrice Dr.	2018	0.0%	Resurfacing		7,240	100	730	8,070
983180642	Beatrice Dr.	Wood Rd. (Fenelon)	South End	2018	0.0%	Resurfacing		3,000	40	300	3,340
983180643	Raby's Shore Dr.	0.6 Km North of Wood Rd.	Raby St.	2018	0.0%	Resurfacing		5,620	80	560	6,260
983180644	Jenkins Rd.	K.L. Rd. 121	West St. S.	2018	0.0%	Resurfacing		7,610	110	760	8,480
983180645	Wagar Rd.	Admiral Dr.	Gillis St.	2018	0.0%	Resurfacing		1,500	20	150	1,670
983180646	Daytonia Beach Rd.	Long Beach Rd.	Pleasure St.	2018	0.0%	Resurfacing		5,740	80	580	6,400
983180647	Daytonia Beach Rd.	Pleasure St.	North End	2018	0.0%	Resurfacing		9,110	130	910	10,150
983180648	Pleasure St.	Daytonia Beach Rd.	Glenvale Dr.	2018	0.0%	Resurfacing		2,620	40	260	2,920
983180649	Pleasure St.	Glenvale Dr.	East End	2018	0.0%	Resurfacing		750	10	80	840
983180650	Glenvale Dr.	Pleasure St.	South End	2018	0.0%	Resurfacing		2,370	30	240	2,640

**Detail for the Gravel Resurfacing Program - RD1806**

JDE Identifier	Asset(s) / Project	From	To	Approval Period	DC Recoverability	Treatment / Activity	Engineering & Design	Acquisition & Construction	Contract Administration	Contingency	Total
983180651	Jones Ave.	Long Beach Rd.	Heron St.	2018	0.0%	Resurfacing		1,870	30	190	2,090
983180652	Jones Ave.	Heron St.	Heron St.	2018	0.0%	Resurfacing		2,500	40	250	2,790
983180653	Heron St.	Jones Ave.	Jones Ave.	2018	0.0%	Resurfacing		1,250	20	130	1,400
983180654	Country Lane (Fenelon)	Naylor Rd.	Long Beach Rd.	2018	0.0%	Resurfacing		14,850	210	1,490	16,550
983180655	Country Lane (Fenelon)	Long Beach Rd.	Highway #35	2018	0.0%	Resurfacing		22,340	320	2,240	24,900
983180656	Naylor Rd.	Strawberry St.	Country Lane (Fenelon)	2018	0.0%	Resurfacing		14,230	210	1,430	15,870
983180657	Green St. E.	Murray St.	East End	2018	0.0%	Resurfacing		1,500	20	150	1,670
983180658	Pasture Rd.	K.L. Rd. 36	North End	2018	0.0%	Resurfacing		1,000	10	100	1,110
983180659	Kennedy Bay Rd.	Elder St.	North End	2018	0.0%	Resurfacing		1,750	30	180	1,960
983180660	Sherwin Rd.	Heights Rd.	East End	2018	0.0%	Resurfacing		12,980	190	1,300	14,470
983180661	January Lane	Sturgeon Rd. (Emily/Verulam)	West End	2018	0.0%	Resurfacing		17,720	260	1,780	19,760
983180662	Bristol Rd.	Sturgeon Rd. (Emily/Verulam)	East End	2018	0.0%	Resurfacing		11,730	170	1,180	13,080
983180663	Berry Lane	Ranch Rd.	Manchester Trail	2018	0.0%	Resurfacing		1,000	10	100	1,110
983180664	Manchester Trail	Berry Lane	North End	2018	0.0%	Resurfacing		1,750	30	180	1,960
983180665	Wilderness Park Rd.	Main St.	East End	2018	0.0%	Resurfacing		3,490	50	350	3,890
983180666	Acrevale Rd.	Highway #7	Grassy Rd.	2018	0.0%	Resurfacing		20,090	290	2,010	22,390
983180667	Lawson Court (Emily)	Scenic Hill Rd.	West End	2018	0.0%	Resurfacing		2,750	40	280	3,070
983180668	Bayside St.	Westview Dr. (Emily)	Kenedon Dr.	2018	0.0%	Resurfacing		3,490	50	350	3,890
983180669	Mill St. S. (Omemee)	Rutland St. E.	Mary St. E. (Omemee)	2018	0.0%	Resurfacing		1,120	20	110	1,250
983180670	Sturgeon Rd. S. (Omemee)	Rutland St. E.	South End	2018	0.0%	Resurfacing		750	10	80	840
983180671	Hartley Rd.	0.1 Km North of Robinson Ave.	Portage Rd.	2018	0.0%	Resurfacing		13,600	200	1,360	15,160
983180672	Palestine Rd.	Simcoe St. (Eldon/Mariposa)	Farms Rd.	2018	0.0%	Resurfacing		13,980	200	1,400	15,580
983180673	Palestine Rd.	Sandringham Rd.	Moor Rd. (Eldon)	2018	0.0%	Resurfacing		17,470	250	1,750	19,470
983180674	Palestine Rd.	Moor Rd. (Eldon)	Kirkfield Rd.	2018	0.0%	Resurfacing		19,590	280	1,960	21,830
983180675	Newman Dr. (Eldon)	Smith St. (Eldon)	King St. (Eldon)	2018	0.0%	Resurfacing		1,250	20	130	1,400
983180676	Newman Dr. (Eldon)	King St. (Eldon)	K.L. Rd. 46 (Eldon/Mariposa)	2018	0.0%	Resurfacing		1,250	20	130	1,400
983180677	Smith St. (Eldon)	Newman Dr. (Eldon)	Lorneville Rd.	2018	0.0%	Resurfacing		1,750	30	180	1,960
983180678	King St. (Eldon)	Newman Dr. (Eldon)	South End	2018	0.0%	Resurfacing		620	10	60	690
983180679	Tower Rd. (Eldon)	Kirkfield Rd.	East End	2018	0.0%	Resurfacing		3,740	50	380	4,170
983180680	Robinson Ave.	Hartley Rd.	East End	2018	0.0%	Resurfacing		12,980	190	1,300	14,470
983180681	Riley Lane	Elm Tree Rd.	1.0 Km East of Elm Tree Rd.	2018	0.0%	Resurfacing		12,600	180	1,260	14,040
983180682	Riley Lane	1.0 Km East of Elm Tree Rd.	Birch Point Rd. (Fenelon)	2018	0.0%	Resurfacing		4,240	60	430	4,730
983180683	Riley Lane	Birch Point Rd (Fenelon)	Birchwood Lane (Fenelon)	2018	0.0%	Resurfacing		1,750	30	180	1,960
983180684	Whitetail Rd.	Killarney Bay Rd.	Balsam Grove Rd. (Fenelon)	2018	0.0%	Resurfacing		19,590	280	1,960	21,830
983180685	Whitetail Rd.	Balsam Grove Rd. (Fenelon)	Kagawong Rd.	2018	0.0%	Resurfacing		22,460	320	2,250	25,030
983180686	Whitetail Rd.	Kagawong Rd.	Country Lane (Fenelon)	2018	0.0%	Resurfacing		17,100	250	1,710	19,060
983180687	Otter Rd. (Bexley/Fenelon)	Rockway Trail	Omega Rd.	2018	0.0%	Resurfacing		1,120	20	110	1,250
983180688	Bayview Rd. (Fenelon)	Highway #35	South End	2018	0.0%	Resurfacing		6,490	90	650	7,230
983180689	Cranberry Lake Rd.	Rohallion Rd.	Scott Rd.	2018	0.0%	Resurfacing		25,330	370	2,540	28,240
983180690	Lift Lock Rd. W.	Kirkfield Rd.	Deer Run Lane	2018	0.0%	Resurfacing		15,100	220	1,510	16,830
983180691	Lift Lock Rd. E.	Rocky Ridge Rd.	East End	2018	0.0%	Resurfacing		7,240	100	730	8,070
983180692	Hillcrest Ave.	Portage Rd.	North End	2018	0.0%	Resurfacing		3,870	60	390	4,320
983180693	Rutherford Rd.	Sturgeon Point Rd.	North End	2018	0.0%	Resurfacing		4,240	60	430	4,730
983180694	Hawthorne Lane	Hickory Beach Rd.	West End	2018	0.0%	Resurfacing		2,870	40	290	3,200
983180695	Hickory Beach Rd.	South End	Sandy Point Rd.	2018	0.0%	Resurfacing		2,500	40	250	2,790
983180696	Crimson Lane	Bayview Estate Rd.	East End	2018	0.0%	Resurfacing		500	10	50	560
983180697	Cosh's Rd.	K.L. Rd. 8	South End	2018	0.0%	Resurfacing		2,500	40	250	2,790
983180698	Gold St.	Blythe Shore Rd.	West End	2018	0.0%	Resurfacing		1,250	20	130	1,400
983180699	Silver St. (Fenelon)	Blythe Shore Rd.	West End	2018	0.0%	Resurfacing		1,250	20	130	1,400
983181601	Crystal St.	Blythe Shore Rd.	West End	2018	0.0%	Resurfacing		1,370	20	140	1,530

**Detail for the Gravel Resurfacing Program - RD1806**

JDE Identifier	Asset(s) / Project	From	To	Approval Period	DC Recoverability	Treatment / Activity	Engineering & Design	Acquisition & Construction	Contract Administration	Contingency	Total
983181602	Bronze St.	Blythe Shore Rd.	West End	2018	0.0%	Resurfacing		500	10	50	560
983181603	Dunbar Dr.	K.L. Rd. 30 (Verulam)	North End	2018	0.0%	Resurfacing		3,870	60	390	4,320
983181604	Cable Rd.	0.6 Km West of K.L. Rd. 8	West End	2018	0.0%	Resurfacing		3,990	60	400	4,450
983181605	Providence Rd.	K.L. Rd. 8	North End	2018	0.0%	Resurfacing		39,690	570	3,980	44,240
983181606	Treeview Line	St. Alban's Rd. (Verulam)	Cosh's Rd.	2018	0.0%	Resurfacing		20,470	300	2,050	22,820
983181607	Lamb's Rd. (Verulam)	Cedar Tree Rd. (Verulam)	North End	2018	0.0%	Resurfacing		13,480	190	1,350	15,020
983181608	Hughes Rd. (Verulam)	K.L. Rd. 121	East End	2018	0.0%	Resurfacing		6,990	100	700	7,790
983181609	Rosco Lane	Bury's Green Rd.	West End	2018	0.0%	Resurfacing		1,500	20	150	1,670
983181610	Fell's Point Rd.	Moorings Dr.	West End	2018	0.0%	Resurfacing		3,620	50	360	4,030
983181611	Fell's Bay Rd.	Northline Rd.	Fell's Point Rd.	2018	0.0%	Resurfacing		8,610	120	860	9,590
983181612	Moorings Dr.	Fell's Point Rd.	0.3 Km North of Fell's Point Rd.	2018	0.0%	Resurfacing		5,120	70	510	5,700
983181613	Moorings Dr.	0.3 Km North of Fell's Point Rd.	2.0 Km West of Fell's Point Rd.	2018	0.0%	Resurfacing		25,330	370	2,540	28,240
983181614	Moorings Dr.	2.0 Km West of Fell's Point Rd.	South End	2018	0.0%	Resurfacing		21,960	320	2,200	24,480
983181615	Potters Rd.	Somerville 3rd Concession	Suggitt Rd.	2018	0.0%	Resurfacing		120	0	10	130
983181616	Potters Rd.	Suggitt Rd.	Somerville 2nd Concession	2018	0.0%	Resurfacing		15,230	220	1,530	16,980
983181617	Potters Rd.	Somerville 2nd Concession	South End	2018	0.0%	Resurfacing		3,870	60	390	4,320
983181618	Suggitt Rd.	Potters Rd.	South End	2018	0.0%	Resurfacing		20,970	300	2,100	23,370
983181619	Somerville 2nd Concession	Ledge Hill Rd.	East End	2018	0.0%	Resurfacing		2,250	30	230	2,510
983181620	River Bend Dr. (Somerville)	Burnt River Rd.	Reed Blvd. (Somerville)	2018	0.0%	Resurfacing		4,870	70	490	5,430
983181621	Woodfield Dr. (Somerville)	Burnt River Rd.	Coronation Dr.	2018	0.0%	Resurfacing		1,500	20	150	1,670
983181622	Woodfield Dr. (Somerville)	Coronation Dr.	Fur Court	2018	0.0%	Resurfacing		4,740	70	480	5,290
983181623	Woodfield Dr. (Somerville)	Fur Court	East End	2018	0.0%	Resurfacing		3,370	50	340	3,760
983181624	Fur Court	Woodfield Dr. (Somerville)	North End	2018	0.0%	Resurfacing		870	10	90	970
983181625	Coronation Dr.	Woodfield Dr. (Somerville)	South End	2018	0.0%	Resurfacing		1,620	20	160	1,800
983181626	Somerville Centre Rd.	Burnt River Rd.	West End	2018	0.0%	Resurfacing		1,120	20	110	1,250
983181627	The Avenue	Crego St.	West End	2018	0.0%	Resurfacing		3,490	50	350	3,890
983181628	Lewisham Lane	Black River Rd. (Dalton)	North End	2018	0.0%	Resurfacing		4,240	60	430	4,730
983181629	Powell Lane (Bexley)	French Settlement Rd.	East End	2018	0.0%	Resurfacing		620	10	60	690
983181630	Bexley/Laxton Township Line	K.L. Rd. 41 (Bexley/Laxton)	Thistle Trail	2018	0.0%	Resurfacing		1,870	30	190	2,090
983181631	Thistle Trail	Bexley/Laxton Township Line	North End	2018	0.0%	Resurfacing		1,620	20	160	1,800
983181632	Curis Rd.	Victoria Rd.	East End	2018	0.0%	Resurfacing		16,100	230	1,610	17,940
983181633	Honeysuckle Rd.	K.L. Rd. 41 (Bexley/Laxton)	West End	2018	0.0%	Resurfacing		9,610	140	960	10,710
983181634	Deer Lake Rd.	Bexley/Laxton Township Line	Tumbleweed Rd.	2018	0.0%	Resurfacing		23,710	340	2,380	26,430
983181635	Deer Lake Rd.	Tumbleweed Rd.	Mockingbird Lane	2018	0.0%	Resurfacing		17,220	250	1,730	19,200
983181636	Deer Lake Rd.	Mockingbird Lane	Monck Rd.	2018	0.0%	Resurfacing		24,590	350	2,460	27,400
983181637	Tumbleweed Rd.	Deer Lake Rd.	North End	2018	0.0%	Resurfacing		4,740	70	480	5,290
983181638	Grozell Rd.	Victoria Rd.	East End	2018	0.0%	Resurfacing		8,610	120	860	9,590
983181639	Ripley's Way	Monck Rd.	North End	2018	0.0%	Resurfacing		12,850	190	1,290	14,330
983181640	Suter Dr.	Monck Rd.	Dewberry Lane	2018	0.0%	Resurfacing		1,120	20	110	1,250
983181641	Suter Dr.	Dewberry Lane	Digby/Laxton Boundary Rd.	2018	0.0%	Resurfacing		11,730	170	1,180	13,080
983181642	Dewberry Lane	Suter Dr.	South End	2018	0.0%	Resurfacing		750	10	80	840
983181643	Laxton Township 4th Line	Monck Rd.	Douglas Dr.	2018	0.0%	Resurfacing		3,120	50	310	3,480
983181644	Laxton Township 4th Line	Douglas Dr.	Bailey Dr.	2018	0.0%	Resurfacing		2,120	30	210	2,360
983181645	Laxton Township 4th Line	Bailey Dr.	Monck Rd.	2018	0.0%	Resurfacing		4,490	60	450	5,000
983181646	Laxton Township 5th Line	Monck Rd.	Sunset Beach Rd.	2018	0.0%	Resurfacing		4,870	70	490	5,430
983181647	Little Bay Dr. (Laxton)	Pine Ridge Rd. (Laxton)	East End	2018	0.0%	Resurfacing		2,620	40	260	2,920
983181648	High Point Lane	High Point Rd.	South End	2018	0.0%	Resurfacing		3,120	50	310	3,480
983181649	Benson Blvd. (Laxton)	Highway #35	Vern Court	2018	0.0%	Resurfacing		4,740	70	480	5,290
983181650	Benson Blvd. (Laxton)	Vern Court	East End	2018	0.0%	Resurfacing		2,120	30	210	2,360
983181651	Vern Court	Benson Blvd. (Laxton)	North End	2018	0.0%	Resurfacing		2,250	30	230	2,510

Detail for the Gravel Resurfacing Program - RD1806											
JDE Identifier	Asset(s) / Project	From	To	Approval Period	DC Recoverability	Treatment / Activity	Engineering & Design	Acquisition & Construction	Contract Administration	Contingency	Total
983181652	Bexley/Laxton Township Line	Highway #35	Porter Lane (Laxton)	2018	0.0%	Resurfacing		2,370	30	240	2,640
983181653	Bexley/Laxton Township Line	Porter Lane (Laxton)	East End	2018	0.0%	Resurfacing		1,750	30	180	1,960
983181654	Kelvin Rock Rd.	Highway #35	East End	2018	0.0%	Resurfacing		4,490	60	450	5,000
						<b>Total</b>	<b>0</b>	<b>1,292,020</b>	<b>18,650</b>	<b>129,580</b>	<b>1,440,250</b>

# **The Corporation of the City of Kawartha Lakes**

## **Council Report**

**Report Number EA2018-007**

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**Date:** February 13<sup>th</sup>, 2018

**Time:** 2:00 p.m.

**Place:** Council Chambers

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**Ward Community Identifier:** All wards

**Subject:** Amendment to Clean Water and Wastewater Fund Transfer Payment Agreement

**Author Name and Title:** Adam Found, Manager of Corporate Assets

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### **Recommendation(s):**

**RESOLVED THAT** Report EA2018-007, **Amendment to Clean Water and Wastewater Fund Transfer Payment Agreement**, be received; and

**THAT** the Mayor and City Clerk be authorized to execute the Transfer Payment Agreement amendment attached as Appendix A to Report EA2018-007.

**Department Head:**\_\_\_\_\_

**Financial/Legal/HR/Other:**\_\_\_\_\_

**Chief Administrative Officer:**\_\_\_\_\_

## **Background:**

Launched in 2016, the Clean Water and Wastewater Fund (CWWF) is a one-time formula-based grant provided by the federal and provincial governments to assist municipalities with capital improvements to their water and wastewater systems.

The Ministry of Infrastructure of Ontario approved the City's proposal to distribute its CWWF allocation of \$1,404,773 across the following 2017 water/wastewater capital projects:

1. Elgin St. Water and Sanitary Main Replacement - Phase II (\$1,107,000)
2. Lindsay Water Treatment Plant Filter Media Replacement (\$207,773)
3. Fenelon Falls Water Treatment Plant Clearwell Modification Study (\$60,000)

To facilitate the CWWF grant, the City entered into a Transfer Payment Agreement (TPA) with the Province. The deadline for project completion pursuant to the TPA is March 31, 2018, however the federal and provincial governments have agreed to extend this deadline to March 31, 2020 for all municipalities. The Province has signed a TPA amendment, attached hereto as Appendix A, to this effect.

As full execution of the amendment requires the signature of the Mayor and/or City Clerk, this report seeks direction in that regard.

## **Rationale:**

While the full 2-year extension being offered is not required (a lesser extension would suffice), it will secure the City's ability to access CWWF assistance as the above-noted projects are approximately 95% complete. Accordingly, staff recommend the Mayor and City Clerk be authorized by Council to execute the enclosed TPA amendment.

## **Other Alternatives Considered:**

The City could opt to decline the extension, however this puts the City at risk of not realizing its full allocation under the CWWF grant.

## **Financial/Operation Impacts:**

The amendment will secure the City's ability to obtain as much as possible its \$1,404,773 CWWF allocation.



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

The recommendations of this report align with the following goals of the Corporate Strategic Plan:

- Goal 1 – A Vibrant and Growing Economy: An effective water/wastewater capital program helps support municipal infrastructure that is essential for a prosperous and growing economy.
- Goal 2 – An Exceptional Quality of Life: An effective water/wastewater capital program helps support municipal infrastructure that is essential for the quality of life of residents and visitors.
- Goal 3 – A Healthy Environment: An effective water/wastewater capital program helps support municipal infrastructure that is essential for health and a clean environment.

## **Consultations:**

Ministry of Infrastructure of Ontario

Office of the City Clerk

## **Attachments:**

Appendix A: Amendment to Clean Water and Wastewater Fund Transfer Payment Agreement



MOI Signed CWWF  
Amendment.pdf


**Department Head E-Mail: [jrojas@kawarthalakes.ca](mailto:jrojas@kawarthalakes.ca)**

**Department Head: Juan Rojas, Director of Engineering and Corporate Assets**

**CLEAN WATER AND WASTEWATER FUND (ONTARIO)  
TRANSFER PAYMENT AGREEMENT AMENDMENT No. 1**

**B E T W E E N :**

**Her Majesty the Queen in right of Ontario**  
as represented by the Minister of Infrastructure

 **(the "Province")**

- and -

**the Recipient**

**BACKGROUND**

The Government of Canada has agreed to extend the Project deadlines under the program to allow Projects to be completed before March 31, 2020. In order to implement this change the Province and Recipient have agreed to amend the Agreement.

**CONSIDERATION**

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties agree as follows:

1. Capitalized terms used but not defined in this Amending Agreement No.1 have the meanings ascribed to them in the Agreement.
2. Pursuant to section 3.0 of the Agreement, the Agreement is amended as follows:
  - (a) Section E.2.3 (iii) is amended by replacing "March 31, 2018" with "March 31, 2020";
  - (b) Section E.2.3(iv) is deleted;
  - (c) Section E.3.1 (i) is deleted and replaced with:  
"Costs incurred prior to April 1, 2016 and costs incurred after March 31, 2020";
  - (d) Section J.5.1 is amended by replacing "March 31st, 2019" with "March 31<sup>st</sup>, 2020";
  - (e) Section J.5.2 is amended by replacing "September 31<sup>st</sup>, 2019" with "September 31<sup>st</sup>, 2020";
  - (f) Paragraph (h) of Sub-schedule "J.4" - Form of Certificate from Professional Engineer is deleted and replaced with: "if the Sub-project is a new or expansion project, can be completed by March 31, 2020".

3. All other terms, conditions and provisions shall remain as provided for in the Agreement.

The Parties have executed the Amending Agreement No. 1 on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO** as represented by the Minister of Infrastructure

20 28/18

Date



Name:

Title:

ADAM REDISH  
Assistant Deputy Minister  
Infrastructure Policy Division  
Ministry of Infrastructure



On behalf of **RECIPIENT**, the undersigned agrees to and accepts the within terms, conditions and provisions for the amendment of the Agreement.

Recipient Full Legal Name: \_\_\_\_\_  
(Municipality/ LSB/ First Nation)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

I have authority to bind the Recipient.

Date:

# **The Corporation of the City of Kawartha Lakes**

## **Council Report**

**Report Number HH2018-001**

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**Date:** February 13, 2018

**Time:** 2:00 p.m.

**Place:** Council Chambers

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**Ward Community Identifier:**

**Subject:** Progress on Addressing Homelessness

**Author Name and Title:** Hope Lee, Administrator/Manager of Housing

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### **Recommendation(s):**

**That** Report HH2018-001, Progress on Addressing Homelessness, be received;  
and

**That** the City of Kawartha Lakes, in its capacity as Service Manager for both the City of Kawartha Lakes and the County of Haliburton, recommit participation to the 20,000 Homes Campaign under the refocused aim to end chronic homelessness in 20 communities and house 20,000 of Canada's most vulnerable homeless people by July 1, 2020 committing to:

1. Adopting a functional end to chronic homelessness measure defined generally as three or less people experiencing chronic homelessness sustained for at least three consecutive months;
2. Committing to the Campaign's five key activities (as outlined in Attachment A to Report HH2018-001); and
3. Adopting the amended Canadian Observatory on Homelessness Definition of Homelessness as the local definition (as outlined in Attachment B to HH2018-001).

**Department Head:**\_\_\_\_\_

**Financial/Legal/HR/Other:**\_\_\_\_\_

**Chief Administrative Officer:**\_\_\_\_\_

## **Background:**

At the Council Meeting of March 22, 2016, Council adopted the following resolution:

**Moved By** Councillor Dunn

**Seconded By** Councillor Strangway

**RESOLVED THAT** the City of Kawartha, in its capacity as Service Manager for both the City of Kawartha Lakes and the County of Haliburton, join the 20,000 Homes Campaign, a national movement of communities working together to permanently house 20,000 of Canada's most vulnerable homeless people by July 1, 2018 including executing the Campaign Community Agreement included as Attachment C to Report HH2016-002 and committing to:

1. Support the development and implementation of a locally focused Housing First model;
2. Adopting the Canadian Observatory on Homelessness' Definition of Homelessness as the local definition (included as Attachment B);
3. Support a count of the homeless in both the City and County starting in 2016; and
4. Commit to housing twenty-four (24) of the most vulnerable homeless in our community by July 1, 2018.

During the week of August 22, 2016, the City and County conducted its first enumeration of the homeless population using a Registry Week method. A summary of that enumeration is included as Attachment C to this report.

The Registry Week provided information on numbers and needs allowing staff to move forward to develop and implement programs and services to address this population.

### **Homelessness Coordinated Response Team**

The Homelessness Coordinated Response Team (HCRT) was implemented immediately following registry week. HCRT is a case conferencing mechanism that utilizes resources currently providing services to the homeless population in the City of Kawartha Lakes and County of Haliburton. HCRT is intended to link these component parts together to form a coordinated community response for those experiencing homelessness or who at risk of homelessness leveraging the financial commitments and human resources of the various funders.

HCRT is a team approach to co-ordination and care that includes leveraging all the existing resources through case conferencing, shared care and integrated response. HCRT's goal is to working together on case finding, case conferencing, care/response planning, housing placement and housing retention and reduce and/or eliminate barriers for clients to access services they require.

HCRT meets every other week to work through both new and existing cases. Membership is comprised of frontline staff of the member organizations providing services directly to homeless or at risk of homelessness in CKL-H area

### **Homelessness Response Steering Committee**

The Homelessness Response Steering Committee (HRSC) was formed in March 2017 with a vision to build a collaborative community response system that functions to end long term homelessness in the City of Kawartha Lakes and the County of Haliburton.

Membership includes executive directors or senior managers with decision making authority of organizations providing services directly to the homeless or at risk of homelessness in the CKL-H area.

Key goals include:

- To build and support a framework for a community wide homelessness service response system using a Housing First approach including:
  - CKLH By-Name List
  - Coordinated Entry System
  - Homelessness Coordinated Response Team (HCRT)
  - Framework for assigning resources based on priority
- To maximize resources by using them efficiently in a coordinated way
- To build on strengths and increase the capacity and quality of services delivered to those who are homeless or at risk of homelessness.

### **By Name List/Coordinated Entry Framework**

Coordinated Entry System and By Name Lists have been identified as key features of homelessness response systems that are successfully working towards ending long-term homelessness in their communities. Coordinated Entry ensures that all people are offered equitable access to the available resources dedicated to addressing homelessness in the community. Coordinated Entry uses common, system wide assessment and process to ensure that people get connected to the best possible solutions for shelter and permanent housing. A By Name List (BNL) is a real-time list of all known individuals and families experiencing homelessness in the CKLH area. The names on the BNL are organized based on the depth of need of the individual or family, and helps the larger system to match those households with appropriate permanent housing options and/or supports to resolve their homelessness.

The Coordinated Entry and By Name List Framework will guide the process of service organization and the allocation of resources based on an individual's or family's depth of need. Key features of the framework include:

- Working across the system to identify individuals and families who are homeless, and know them by name
- Identifying a common understanding of homelessness and coordinate responses to help people resolve their homelessness
- Using a common assessment tool to better understand an individual's or family's depth of need.
- Prioritizing people based on their unique needs and housing the most vulnerable first
- Identifying housing and supports inventory in the community dedicated to people who are experiencing homelessness
- Focus on housing as the solution to homelessness

The Framework has gained support from many community partners and will continue to use evidence from homelessness enumeration projects and outcomes and indicators from shelter data, housing and support investments to identify priorities and refine system wide responses to homelessness.

### **Investments to Date**

A number of investments have been secured to address the needs of the homelessness individuals as follows:

1. Federal investments through the Homelessness Partnering Strategy – 3 year funding (\$75,000 annually) toward intensive case management for the homelessness population (A Place Called Home is recipient, purchases services through FourCAST and provides resources to the Homelessness Coordinated Response Team);
2. Federal investment through the Homelessness Partnering Strategy – capital funding of \$203,000 toward the purchase of a property to provide housing to homeless (A Place Called Home is recipient and tenants will come through the By Name List);
3. Provincial Investment through the Central East Local Health Integration Network of \$130,900 annually for clinical case management for mental health and addictions and rent supplement funding (Haliburton Highlands Mental Health/Ross Memorial Hospital are recipients, referral agreement with Kawartha Lakes Haliburton Housing Corporation to provide access to affordable housing units and use a Housing First approach with tenants coming through the By Name List) – 1:8 model;
4. Provincial Investments through the Home for Good Program of \$353,100 annually for 2 clinical case management positions and 3 housing support works (services purchased through FourCAST) to provide place based support services within 68 Lindsay Street North (purpose built 24 units building for homeless individuals from the By Name List); and

5. Homelessness funding through the City's Homelessness program including the Community Homelessness Prevention Initiative – \$202,000 annually for clinical case management position, 2 Housing Support Workers and 1 Trustee (A Place Called Home is recipient, purchases Services through FourCAST and provides resources to the Homelessness Coordinated Response Team); \$150,000 annually for housing assistance to those on the By Name List, \$15,000 annually for evaluation (Trent University surveys individuals producing interim and final reports over a 3 year period) and \$45,000 annually for a part time Homelessness Response System Coordinator (services purchased through FourCAST and shared with Northumberland County).

## **Rationale:**

### **Successes to Date**

Since Registry Week in 2016, there have been numerous successes in the community response to homelessness, in part due to the increased capacity and collaboration between community agencies. In 2016, City and County Councils made a commitment as part of the 20,000 Homes Campaign to house 24 of the most vulnerable homeless in the area by July 1, 2018. As of December 31, 2017, a total of 52 individuals have been housed in the community and are no longer experiencing homelessness. This is due to the community response, implementation of a Housing First model and various other initiatives focused on providing supports and moving individuals out of homelessness.

The impacts and trickle-down effects of this achievement can be seen through other community agencies and resources. Trent University is currently conducting a study, analyzing the impact of the Housing First project funded by the Homelessness Partnering Strategy in the City of Kawartha Lakes. Since the implementation of this project, there have been numerous positive impacts, including the decreased reliance on emergency services. This is most likely due to the increase access to medical doctors and routine health care, accessed through the program.

Within 3 months, hospital usage dropped between 50%-86%. In addition, there has been a decrease in the number of contact with crisis lines, 911 and ambulance transport to the hospital. 911 calls decreased from 35.7% to 14.3% while there has been a 50% reduction in the number of individuals transported to hospital by ambulance.

### **Continued Needs**

While there has been some significant progress towards ending homelessness in the community, the current needs of the homelessness response continue to increase. As of December 31, 2017 there were currently 19, high acuity individuals on the By Name List (BNL) who are experiencing homelessness in



the community. Of those 19 individuals, there are 15 adults, 3 youth and 1 family. Furthermore, 6 are chronically homeless (homeless for 6+ months in the last year); 1 is episodically homeless (experienced 3+ episodes of homelessness in the last year; and 3 are high-acuity individuals.

It should be noted that these individuals have all scored an 8+ on the VISPDAT (acuity measurement tool) and as such, are high-acuity individuals who need a lot of support. Concerned with community capacity, a decision was made after the Registry Week to only add those with a score of 8+ to the BNL. It is the intention after this enumeration in 2018, however, to add any individuals experiencing homelessness to the BNL in order to gain a better understanding of the depth of homelessness within the community.

### **Recommitment to 20K Homes Campaign**

In October 2017, the Canadian Alliance to End Homelessness (CAEH) announced they would continue with the 20,000 Homes Campaign over 2018-2020 under a refocused aim to end chronic homelessness in 20 communities and house 20,000 of Canada's most vulnerable homeless people by July 1, 2020. Given the new aim, they are asking communities to recommit.

For the purposes of this campaign, they have adopted a functional end to chronic homelessness measure defined generally as three or less people experiencing chronic homelessness sustained for at least three consecutive months.

The campaign has five key activities in order to remain an active participant, all of which the City is already working toward:

1. Build a quality by name list
2. Implement a Coordinated Access System
3. House chronically homeless individuals
4. Report data monthly
5. Undertake performance and quality improvement

There continues to be no cost to the City to participate in the campaign. We will continue to receive assistance from the CAEH campaign team as in the past. There are currently 35 campaign communities across eight provinces and one territory, 18 of which are in Ontario and include both large and small municipalities.

### **Changes to Homelessness Definition**

In 2017, the Canadian Observatory on Homelessness (COH) adopted changes to the original Canadian Definition on Homelessness presented in 2012. The 20,000 Homes Campaign has asked all communities who are participating in their campaign to adopt the new 2017 Canadian Definition of Homelessness.

After community consultations, the COH made the following notable changes to the definition of homelessness in 2017:

- Recognizing the overrepresentation of Indigenous Peoples amongst the Canadian homeless population is a result from colonization and cultural genocide
- Acknowledging the diversity of the homeless population and as such, the community response should consider such diversity, with special consideration for the unique needs of youth, women, families, people with mental health and/or addictions issues, people impacted by violence, seniors, veterans, immigrants, refugees, ethno-racial and racialized people, and members of the LGBTQ2S communities
- Recognizing and affirming that homelessness and housing exclusion is the result of a broken social contract. It is the outcome of the failure of society to ensure that adequate systems, funding and supports are in place so that all people, even those in crisis, have access to housing and the supports they need.

While the definition had some important changes, it is important to note that the Typology of Homelessness, or physical living situations did not change. As such, the Typologies are still recognized as 1) Unsheltered, or absolutely homeless; 2) Emergency sheltered; 3) Provisionally Accommodated, describing situations where accommodation is temporary and lacks tenure security; and finally, 4) At Risk of Homelessness, referring to those who are not homeless but whose economic and housing situations lack security and stability.

### **Registry Week 2018**

As part of the Province's efforts to end chronic homelessness by 2025 and the long term goal to end homelessness, an amendment was made to the Housing Services Act. It requires all Service Managers to conduct enumeration of those experiencing homelessness every other year, starting in 2018, during the months of March, April or May. The province has created required data points and Service Managers must provide client level enumeration data on the required points to the ministry within six months of completing an enumeration.

A registry week method will be used again throughout the City and County. This involves a coordinated, multi day count of those experiencing homelessness by name. Volunteers administer a survey, the Vulnerable Index Service Prioritization Decision Assistance Tool or VI SPDAT which is a pre-screening and triage tool that collects personal data related to their housing and health.

The 2018 Registry Week will take place during the week of May 28<sup>th</sup>.

Following the registry week, individuals will be added to the By Name List and prioritized for housing and support services following the By Name List/Coordinated Entry Framework.

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

This report aligns with the Strategic Goal of An Exceptional Quality of Life, specifically improving wellness, well-being and community health through enhancing access to the community and human/health service.

## **Consultations:**

Program Supervisor, Housing Help  
Regional Housing Coordinator  
Homelessness System Response Coordinator

## **Attachments:**

Attachment A – 20K Homes Confirming Participation



Attachment A -  
Confirming-Participati

Attachment B – COH Homelessness Definition



Attachment B -  
COHhomelessdefinitic

Attachment C – 2016 Registry Week Summary



Attachment C -  
Registry Week Summ

**Department Head E-Mail: [rsutherland@kawarthalakes.ca](mailto:rsutherland@kawarthalakes.ca)**

**Department Head: Rod Sutherland**



## Survey to Recommit or Join the 20,000 Homes Campaign over 2018-2020

### Preamble:

We are excited to continue the 20,000 Homes Campaign over 2018-2020 under the refocused aim to “end chronic homelessness in 20 communities and house 20,000 of Canada’s most vulnerable homeless people by July 1, 2020”.

Given the new aim, we are asking all communities (both existing and new) to confirm their interest in participating in the Campaign over 2018-2020 through completing this survey by **February 28, 2018** (to submit – go to [20KHomes Join the Campaign](#)). The survey has ten brief questions and should take approximately 5 minutes to complete.

This survey is not a contract but rather an expression of interest to participate together in the elements of the Campaign as identified below. You will need to decide what level of buy-in your community needs to complete the survey and participate for 2018-2020 (e.g., for some communities it may simply be an administrative or committee confirmation, in others it may involve your Director, Board, or Council).

If you have questions or want further information, see the website at [www.20KHomes.ca](http://www.20KHomes.ca) or contact Marie Morrison at [marie@caeh.ca](mailto:marie@caeh.ca).

**Q#1: What community are you from?** \_\_\_\_\_

**Q#2: Who is completing the survey** (name, organization, phone number and e-mail)

**Q#3:** None of us knows exactly what it will take to end chronic homelessness in 20 communities across Canada by July 1, 2020. We seek to create a group of skilled solution-oriented problem-solvers who are interested in working together on this challenge. To be successful, this approach requires certain mindsets.

**Are you committed to the Campaign’s five key interrelated mindsets?**

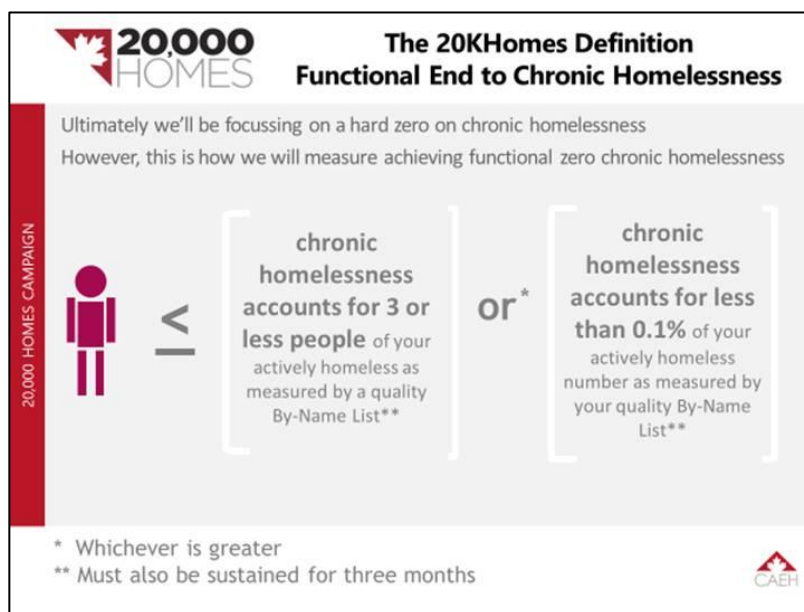
Mindset	Explanation	Check box
1. Bias for Action	You favour action over perfection, complaining or debating. You focus on what you <u>can</u> do rather than on what you <u>can't</u> do. You test ideas quickly in the field, focussing on executing, learning and improving. You recognize this quality improvement approach helps groups get unstuck and inspires new thinking.	

2. Fail Forward	You move forward despite the possibility of failure. You celebrate failures as points of learning and use that learning as stepping stones towards success.	
3. Growth Mindset	You see problems as challenges we just haven't figured out "YET". You believe anything is possible with continued effort and learning. You welcome feedback and celebrate the success of others.	
4. Abundance	You have an abundance rather than scarcity mindset. You believe that there is always more of everything in life, whether that's money, relationships, resources, ideas or opportunities. Alternatively, the scarcity mindset is driven by the belief that resources are limited and that there is never enough to go around. Those with the scarcity mindset make decisions out of fear, whereas an abundance mindset feeds openness and generosity.	
5. Mission Focussed	You exist to achieve your goal and will do whatever it takes. You are not overly focussed on models, plans, or strategy. You are focussed on the end-state and are willing to innovate, disrupt, and change in order to achieve your mission.	

**Q#4:** For the purposes of this campaign, we have adopted a functional end to chronic homelessness measure defined generally as three or less people experiencing chronic homelessness sustained for at least three consecutive months (for further details, see the picture below and the [20KHomes Functional Zero Chronic Q&A](#)).

**Are you committed to this shared definition of a functional end to chronic homelessness for the purposes of the 20,000 Homes Campaign?**

☐ Yes ☐ No



**Q#5:** While the aim of the 20KHomes Campaign is to end chronic homelessness in 20 communities by July 1, 2020, no one knows at this point who will get there or how long it will take. We are asking for your commitment to work on ending chronic homelessness in your community as quickly as you possibly can. Maybe 20 communities won't get there by July 1, 2020, but we believe it's urgent and important enough to take up the challenge together and try!

**Are you committed to doing everything in your power to work towards functional zero on chronic homelessness in your community as quickly as possible?**

☐ Yes ☐ No

**Q#6:** The 20,000 Homes Campaign includes key activities and milestones that are believed to support communities to get to functional zero on chronic homelessness. There are five key activities outlined below.

**Are you committed to work on the following five key activities to remain an active participant in the Campaign? (within the context of your community e.g., may look different in large versus small communities or in urban, rural, northern)**

<b>Activities</b>	<b>Explanation</b>	<b>Check box</b>
<b>1. Build a Quality By-Name List</b>	Complete a Registry Week and/or build a By-Name List from an existing Coordinated Access System or Homeless Management Information System (e.g., HIFIS) by May 2018. Complete the on-line By-Name List Scorecard on a quarterly basis until you achieve a 10/10 and balanced data (aiming for communities to get there by 2019).	
<b>2. Implement a Coordinated Access System</b>	Implement a coordinated system, triaging people from your By-Name List and matching them to available housing support resources. Complete the on-line System Sustainability Scorecard on a quarterly basis (after achieving a quality By-Name List) until complete or the end of the Campaign.	
<b>3. House chronically homeless individuals</b>	Use proven approaches (such as housing first and rapid re-housing) to house chronically homeless individuals from your By-Name List and Coordinated Access System as quickly as possible. Challenge yourself to achieve mutually agreed upon monthly housing move-in targets.	
<b>4. Report Data Monthly</b>	Complete the on-line reporting form monthly (or be working towards monthly reporting). Remember it's a data journey! Communities often begin with housing move-in data and work towards By-Name List measures. Use your data to understand your system and drive system improvements.	
<b>5. Undertake Performance and Quality Improvement</b>	Use performance and quality improvement tools and processes to drive to 20,000 housed and functional chronic zero. This may take the form of participating in different types of collaborative opportunities (such as Built for Zero or other virtual and in-person learning opportunities, goal setting and action cycles).	

**Q:#7:** We know you can do it and we are here to help! We will continue to offer coaching, tools, and training (e.g., website, webinars, newsletters, conferences, 1:1 support, training). Even more importantly, every community has something they can teach other communities and things they can learn from others. Rather than working in relative isolation, the Campaign will provide multiple avenues for sharing best practices and developing innovative solutions together.

**Do you commit to learning with others, utilizing supports and resources, and sharing your skills, knowledge and input?**

☐ Yes ☐ No

**Q#8: Do you agree to participate in the 20,000 Homes Campaign and have your community listed as participating on the Campaign website?** ☐ Yes ☐ No

**Q#9 Who will serve as your community's lead Campaign contact?**

Name, Title, Organization, e-mail, phone

**Q#10: Who will serve as your community's lead data contact?**

Name, Title, Organization, e-mail, phone

# Canadian Definition Of Homelessness

Canadian Observatory on Homelessness<sup>1</sup>

## DEFINITION

Homelessness describes the situation of an individual, family or community without stable, permanent, appropriate housing, or the immediate prospect, means and ability of acquiring it. It is the result of systemic or societal barriers, a lack of affordable and appropriate housing, the individual/household's financial, mental, cognitive, behavioural or physical challenges, and/or racism and discrimination. Most people do not choose to be homeless, and the experience is generally negative, unpleasant, unhealthy, unsafe, stressful and distressing.

Homelessness describes a range of housing and shelter circumstances, with people being without any shelter at one end, and being insecurely housed at the other. That is, homelessness encompasses a range of physical living situations, organized here in a **typology** that includes 1) **Unsheltered**, or absolutely homeless and living on the streets or in places not intended for human habitation; 2) **Emergency Sheltered**, including those staying in overnight shelters for people who are homeless, as well as shelters for those impacted by family violence; 3) **Provisionally Accommodated**, referring to those whose accommodation is temporary or lacks security of tenure, and finally, 4) **At Risk of Homelessness**, referring to people who are not homeless, but whose current economic and/or housing situation is precarious or does not meet public health and safety standards. It should be noted that for many people homelessness is not a static state but rather a fluid experience, where one's shelter circumstances and options may shift and change quite dramatically and with frequency.

The problem of homelessness and housing exclusion is the outcome of our broken social contract; the failure of society to ensure that adequate systems, funding and supports are in place so that all people, even in crisis situations, have access to housing and the supports they need. The goal of ending homelessness is to ensure housing stability, which means people have a fixed address and housing that is appropriate (affordable, safe, adequately maintained, accessible and suitable in size), and includes required income, services and supports to enhance their well-being and reduce the risk that they will ever become homeless. This means focusing both on prevention and on sustainable exits from homelessness.

In the spirit of the Truth and Reconciliation Commission's Calls to Action, the definition of homelessness recognizes the overrepresentation of Indigenous Peoples (including First Nations, Inuit, and Métis) amongst Canadian homeless populations resulting from colonization and cultural genocide. The [Definition of Indigenous Homelessness in Canada](#) highlights the necessity of considering the historical, experiential, and cultural perspectives of Indigenous Peoples, as well as the ongoing experience of colonization and racism as central to understanding and addressing Indigenous homelessness. In addition, numerous populations, such as [youth](#), women, families, people with mental health and/or addictions issues, people impacted by violence, seniors, veterans, immigrants, refugees, ethno-racial and racialized people, and members of LGBTQ2S communities experience homelessness due to a unique constellation of circumstances and as such the appropriateness of community responses has to take into account such diversity.

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1. In 2012, the COH (formerly the Canadian Homelessness Research Network) established a working group with leaders from the areas of research, policy and practice, to develop, refine and test a new definition. The COH Working Group included: Dr. Stephen Gaetz, Director, Canadian Observatory on Homelessness, York University; Carolann Barr, Executive Director, Raising the Roof; Anita Friesen, Senior Policy Advisor, Program Policy and Planning, Family Violence Prevention and Homeless Supports, Alberta Human Services; Bradley Harris, Social Services Consultant, The Salvation Army; Charlie Hill, Executive Director, National Aboriginal Housing Association; Dr. Kathy Kovacs-Burns, Associate Director, Health Sciences Council, University of Alberta; Dr. Bernie Pauly, Associate Professor, School of Nursing, University of Victoria; Bruce Pearce, President, Canadian Housing Renewal Association; Alina Turner, VP Strategy, Calgary Homeless Foundation; Allyson Marsolais, Project Manager, Canadian Observatory on Homelessness. Based on national consultation, the definition was revised in 2017.



# TYPOLGY

The typology describes the range of accommodations that people without appropriate, stable, and permanent housing may experience. Those without acceptable housing experience a range of different types of homelessness, from being unsheltered to having housing that is insecure or inappropriate. As homelessness is not one single event or state of being, it is important to recognize that at different points in time people may find themselves experiencing different types of homelessness.

## 1) Unsheltered

This includes people who lack housing and are not accessing emergency shelters or accommodation, except during extreme weather conditions. In most cases, people are staying in places that are not designed for or fit for human habitation.

### 1.1 PEOPLE LIVING IN PUBLIC OR PRIVATE SPACES WITHOUT CONSENT OR CONTRACT

- Public space, such as sidewalks, squares, parks, forests, etc.
- Private space and vacant buildings (squatting)

### 1.2 PEOPLE LIVING IN PLACES NOT INTENDED FOR PERMANENT HUMAN HABITATION

- Living in cars or other vehicles
- Living in garages, attics, closets or buildings not designed for habitation
- People in makeshift shelters, shacks or tents

## 2) Emergency Sheltered

This refers to people who, because they cannot secure permanent housing, are accessing emergency shelter and system supports, generally provided at no cost or minimal cost to the user. Such accommodation represents a stop-gap institutional response to homelessness provided by government, non-profit, faith based organizations and/or volunteers.

### 2.1 EMERGENCY OVERNIGHT SHELTERS FOR PEOPLE WHO ARE HOMELESS

These facilities are designed to meet the immediate needs of people who are homeless. Such short-term emergency shelters may target specific sub-populations, including women, families, youth or Aboriginal persons, for instance. These shelters typically have minimal eligibility criteria, offer shared sleeping facilities and amenities, and often expect clients to leave in the morning. They may or may not offer food, clothing or other services. Some emergency shelters allow people to stay on an ongoing basis while others are short term and are set up to respond to special circumstances, such as extreme weather.

### 2.2 SHELTERS FOR INDIVIDUALS/FAMILIES IMPACTED BY FAMILY VIOLENCE

These shelters provide basic emergency and crisis services including safe accommodation, meals, information, and referral. They provide a high security environment for women (and sometimes men) and children fleeing family violence or other crisis situations. Residents are not required to leave during the day. These facilities offer private rooms for families and a range of supports to help residents rebuild their lives.

### 2.3 EMERGENCY SHELTER FOR PEOPLE FLEEING A NATURAL DISASTER OR DESTRUCTION OF ACCOMMODATION DUE TO FIRES, FLOODS, ETC.

### 3) Provisionally Accommodated

This describes situations in which people, who are technically homeless and without permanent shelter, access accommodation that offers no prospect of permanence. Those who are provisionally accommodated may be accessing temporary housing provided by government or the non-profit sector, or may have independently made arrangements for short-term accommodation.

#### 3.1 INTERIM HOUSING FOR PEOPLE WHO ARE HOMELESS

Interim housing is a systems-supported form of housing that is meant to bridge the gap between unsheltered homelessness or emergency accommodation and permanent housing. In some cases referred to as 'transitional housing', this form of accommodation typically provides services beyond basic needs, offers residents more privacy, and places greater emphasis on participation and social engagement. Interim housing targets those who would benefit from structure, support and skill-building prior to moving to long term housing stability, with the ultimate goal of preventing a return to homelessness. In the case of second-stage housing for those impacted by family violence, the key characteristics of this housing are the safety and security it provides, trauma recovery supports, along with the ultimate goal of preventing re-victimization. Interim housing has time limitations on residency, but generally allows for a longer stay (in some cases up to three years) compared to emergency shelters.

#### 3.2 PEOPLE LIVING TEMPORARILY WITH OTHERS, BUT WITHOUT GUARANTEE OF CONTINUED RESIDENCY OR IMMEDIATE PROSPECTS FOR ACCESSING PERMANENT HOUSING

Often referred to as 'couch surfers' or the 'hidden homeless', this describes people who stay with friends, family, or even strangers. They are typically not paying rent, their duration of stay is unsustainable in the long term, and they do not have the means to secure their own permanent housing in the future. They differ from those who are staying with friends or family out of choice in anticipation of prearranged accommodation, whether in their current hometown or an altogether new community. This living situation is understood by both parties to be temporary, and the assumption is that it will not become permanent.

#### 3.3 PEOPLE ACCESSING SHORT TERM, TEMPORARY RENTAL ACCOMMODATIONS WITHOUT SECURITY OF TENURE

In some cases people who are homeless make temporary rental arrangements, such as staying in motels, hostels, rooming houses, etc. Although occupants pay rent, the accommodation does not offer the possibility of permanency. People living in these situations are often considered to be part of the 'hidden homeless' population.

#### 3.4 PEOPLE IN INSTITUTIONAL CARE WHO LACK PERMANENT HOUSING ARRANGEMENTS

Individuals are considered to be provisionally accommodated and 'at risk' of homelessness if there are no arrangements in place to ensure they move into safe, permanent housing upon release from institutional care. This includes individuals who:

- a) were homeless prior to admittance (where their stay may be short-term or long-term) and who have no plan for permanent accommodation after release; or
- b) had housing prior to admittance, but lost their housing while in institutional care; or
- c) had housing prior to admittance, but cannot go back due to changes in their needs.

In either case, without adequate discharge planning and support, which includes arrangements for safe and reliable housing (and necessary aftercare or community-based services), there is a likelihood that these individuals may transition into homelessness following their release. Institutional care includes:

- Penal institutions
- Medical/mental health institutions
- Residential treatment programs or withdrawal management centers
- Children's institutions/group homes

#### 3.5 ACCOMMODATION/RECEPTION CENTERS FOR RECENTLY ARRIVED IMMIGRANTS AND REFUGEES

Prior to securing their own housing, recently arrived immigrants and refugees may be temporarily housed while receiving settlement support and orientation to life in Canada. They are considered to be homeless if they have no means or prospects of securing permanent housing.

## 4) At Risk of Homelessness

Although not technically homeless, this includes individuals or families whose current housing situations are dangerously lacking security or stability, and so are considered **to be at risk of homelessness**. They are living in housing that is intended for permanent human habitation, and could potentially be permanent (as opposed to those who are provisionally accommodated). However, as a result of external hardship, poverty, personal crisis, discrimination, a lack of other available and affordable housing, insecurity of tenure and / or the inappropriateness of their current housing (which may be overcrowded or does not meet public health and safety standards) residents may be “at risk” of homelessness.

An important distinction to make is between those who are at “imminent risk” of becoming homeless and those who are “precariously housed”.

No matter the level of probability, all who can be categorized as being “at risk” of homelessness possess a shared vulnerability; for them, a single event, unexpected expense, crisis, or trigger is all it may take for them to lose their housing. As the risk factors mount and compound, so too does the possibility of becoming homeless.

### 4.1 PEOPLE AT IMMINENT RISK OF HOMELESSNESS

Many factors can contribute to individuals and families being at imminent risk of homelessness. Though in some cases individual factors (such as those listed below) may be most significant, in most cases it is the interaction of structural and individual risk that, in the context of a crisis, influence pathways into homelessness. In other words, what separates those who are at risk of homelessness due to *precarious housing* from those who are at *imminent risk*, is the onset of a crisis, a turn in events, or the increase in acuity of one or more underlying risk factors. Factors that may contribute (as singular or co-occurring factors) include:

- **Precarious employment.** Many people have unstable employment and live pay cheque to pay cheque. Precarious employment describes non-standard employment that does not meet basic needs, is poorly paid, part time (when full time work is desired), temporary, and/or insecure and unprotected. An unanticipated expense, increases in cost of living or a change in employment status may undermine their ability to maintain housing.
- **Sudden unemployment** with few prospects and little to no financial savings or assets, or social supports to turn to for assistance.
- **Supported housing with supports that are about to be discontinued.** Some Housing First models provide supports, but on a time-limited basis. If such resources (aftercare, services) are withdrawn but are still needed, individuals and families may be at imminent risk of re-entering homelessness.
- **Households facing eviction**, lacking the resources needed to afford other housing including social supports, or living in areas with low availability of affordable housing.
- **Severe and persistent mental illness, active addictions, substance use and/or behavioural issues.**
- **Division of Household** – caused by situations (such as separation, divorce, conflicts between caregivers and children, or roommates moving out) where the affected do not have the resources to keep the existing housing or secure other stable housing.
- **Violence / abuse (or direct fear of) in current housing situations**, including:
  - People facing family/gender violence and abuse
  - Children and youth experiencing neglect, physical, sexual, and emotional abuse
  - Seniors facing abuse
  - People facing abuse or discrimination caused by racism or homophobia or misogyny
- **Institutional care that is inadequate or unsuited** to the needs of the individual or family.

## 4.2 INDIVIDUALS AND FAMILIES WHO ARE PRECARIOUSLY HOUSED

Many individuals and families experience severe housing affordability problems, due to their income, the local economy and / or the lack of availability of affordable housing that meets their needs in the local market. The income of these households is not sufficient to cover the household's basic shelter and non-shelter costs. This includes people who are on government benefits but who do not have sufficient funds to pay for basic needs.

The greater the shortfall of income in covering basic costs, the more at risk of homelessness the household is. Those classified as "precariously housed" face challenges that may or may not leave them homeless in the immediate or near future (in the absence of an intervention). Those who manage to retain their housing in such circumstances often do so at the expense of meeting their nutritional needs, heating their homes, providing proper child care and other expenses that contribute to health and well-being.

Precarious and inadequate housing not only relate to household income and the physical structure of the dwelling, but also to lack of access to necessary supports and opportunities, including employment, health care services, clean water and sanitation, schools, child care centres and other social supports and facilities. Housing that is not culturally appropriate in the way it is constructed, the building materials used, and the policies that support it is also considered inadequate.

CMHC defines a household as being in core housing need if its housing: "falls below at least one of the adequacy, affordability or suitability standards and would have to spend 30% or more of its total before-tax income to pay the median rent of alternative local housing that is acceptable (meets all three housing standards)." (CMHC, 2012)

- **Adequate** housing is reported by residents as not requiring any major repairs. Housing that is inadequate may have excessive mold, inadequate heating or water supply, significant damage, etc.
- **Affordable** dwelling costs less than 30% of total before-tax household income. Those in extreme core housing need pay 50% or more of their income on housing. It should be noted that the lower the household income, the more onerous this expense becomes.
- **Suitable** housing has enough bedrooms for the size and composition of the resident household, according to National Occupancy Standard (NOS) requirements.

### HOW TO CITE THE CANADIAN DEFINITION OF HOMELESSNESS:

Canadian Observatory on Homelessness. (2012.) ***Canadian Definition of Homelessness.***  
Toronto: Canadian Observatory on Homelessness Press. [www.homelesshub.ca/homelessdefinition](http://www.homelesshub.ca/homelessdefinition)



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The Canadian Observatory on Homelessness is a non-profit, non-partisan research institute that is committed to conducting and mobilizing research so as to contribute to solutions to homelessness. We work together as a group of researchers, service providers, policy and decision makers, people with lived experience of homelessness as well as graduate and undergraduate students from across Canada with a passion for social justice issues and a desire to solve homelessness in our communities. [Learn more about the COH.](#)

## 20,000 Homes Registry Week Results

August 22nd - 26th, 2016

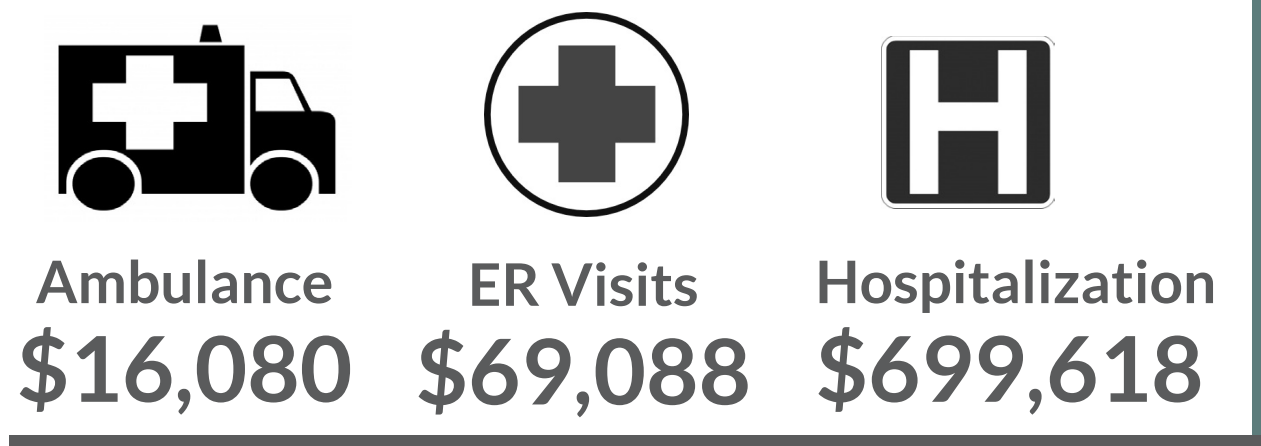
.....

The City of Kawartha Lakes, County of Haliburton and many community partners, joined the Canadian Alliance to End Homelessness in a national campaign to permanently house 20,000 of Canada's most vulnerable homeless people by July 1st, 2018. To launch the campaign, CKLH hosted a 'Registry Week' from August 22nd to August 26th where trained volunteers administered short housing and health surveys with individuals and families experiencing, or at risk of homelessness in the CKLH area. These are the summarized results of the Registry Week.

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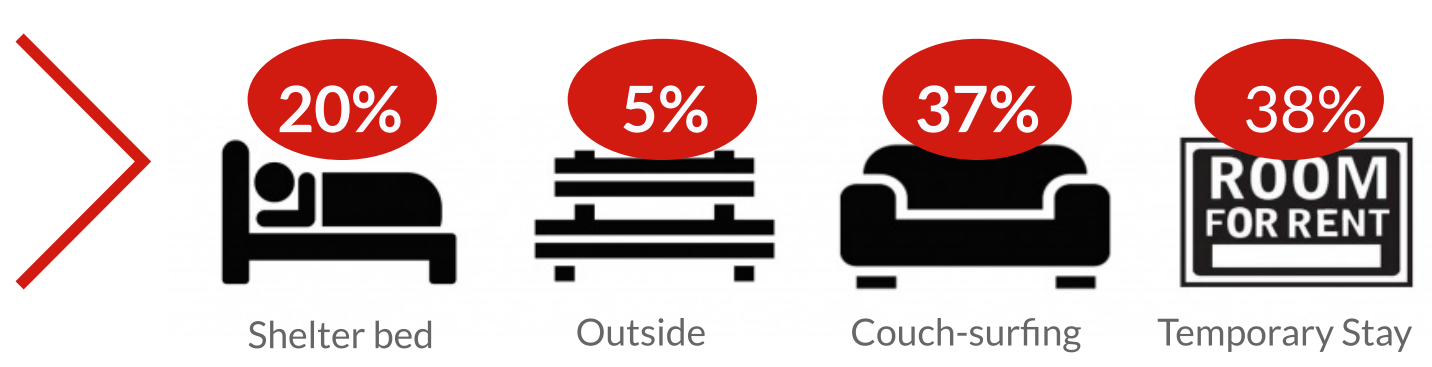


### In 2016, estimated cost of unresolved homelessness:

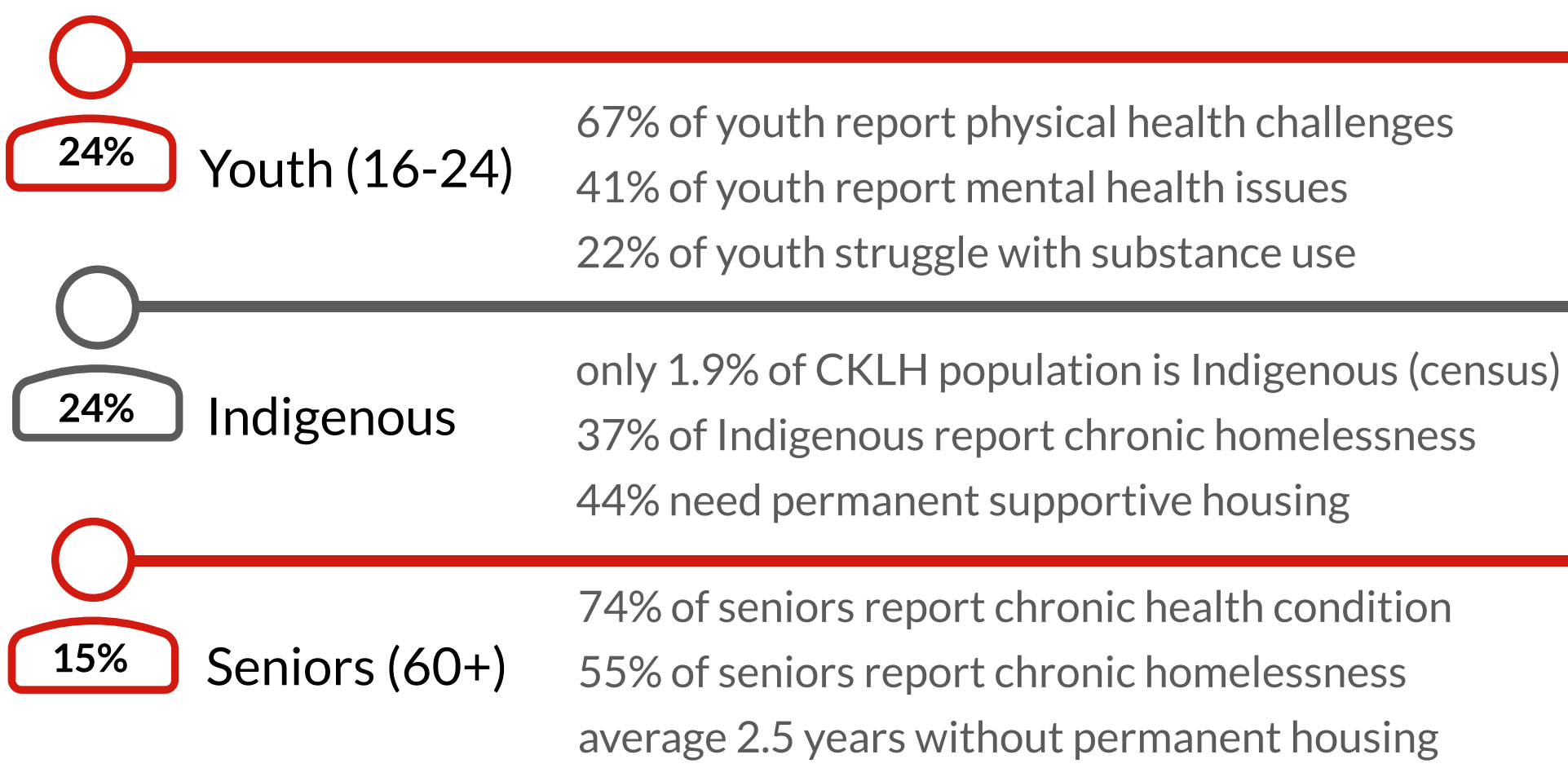


**136**  
individuals  
identified  
as homeless

### Where do people sleep?

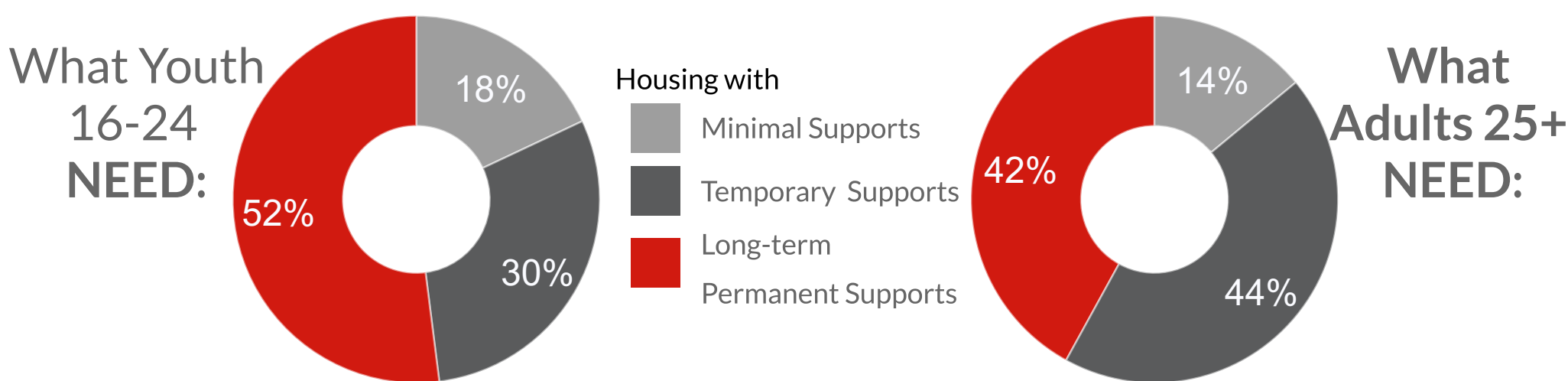


### Notable Populations



### Resolving Homelessness

The 20K Homes Campaign survey includes a short assessment tool to measure housing needs, physical and mental health needs, as well as level of risk in the community. Based on individual responses, a recommendation for type of housing and supports is made for each person.



- ### Next Steps:
- House 24 of the most vulnerable homeless people before July 2018
  - Development of Housing Coordinated Response Team
  - Follow up with all people surveyed to offer housing resources
  - Build capacity for Coordinated Entry System and By-Name List

# **The Corporation of the City of Kawartha Lakes**

## **Council Report**

**Report Number WM2018-001**

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**Date:** February 13, 2018

**Time:** 2:00 p.m.

**Place:** Council Chambers

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**Ward Community Identifier:** 5

**Subject:** 2018 Fenelon Landfill Public Review Committee Work Plan

**Author Name and Title:** Kerri Snoddy, Waste Technician

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### **Recommendation(s):**

**RESOLVED THAT** Report WM2018-001, **2018 Fenelon Landfill Public Review Committee Work Plan**, be received; and

**THAT** the 2018 Fenelon Landfill Public Review Committee Work Plan, as outlined in Appendix "A" to Report WM2018-001, be approved.

**Department Head:**\_\_\_\_\_

**Financial/Legal/HR/Other:**\_\_\_\_\_

**Chief Administrative Officer:**\_\_\_\_\_

## **Background:**

The Fenelon Landfill Public Review Committee (Fenelon PRC) was established in 2013 in order to comply with Conditions 12 to 16 (inclusive) of Environmental Compliance Approval (ECA) No. A321206 for the Site. Terms of Reference for the Fenelon PRC were developed and approved at the Regular Council Meeting on March 5, 2013 under resolution CR2013-252. At the regular Fenelon PRC meeting on December 4, 2015, the Committee made the following resolution:

**RESOLVED THAT** the Committee approve the updated Terms of Reference and 2016 Work Plan.

**MOVED BY** Marlene Edwards

**SECONDED BY** Bob Wright

**CARRIED**

Updated Terms of Reference were approved at the Regular Council Meeting on January 26, 2016 under resolution CR2016-071 as follows:

**RESOLVED THAT** Report WM2016-004, **Fenelon Landfill Public Review Committee Terms of Reference and 2016 Work Plan**, be received;

**THAT** the document entitled, Terms of Reference for the Fenelon Landfill Site Public Review Committee, appended to Report WM2016-004, be approved; and

**THAT** the document entitled, Fenelon Landfill Public Review Committee 2016 Work Plan, appended to Report WM2016-004, be approved.

Under the updated Terms of Reference (2016) for the Fenelon PRC, their activities include preparing, by September 15<sup>th</sup> of each year, an annual work plan for the succeeding year, for Council approval during the budget process. Work plan to include details on promotion of public education programs, review of government correspondence relating to the site, programs and legislation for any impacts on the Site or its programs, and future City policy direction all with the view of advancing the City's adopted strategic priorities and the proposed budget.

This report provides an update below in the rationale section on the status of activities approved in the 2017 committee work plan. The 2018 work plan has been reviewed by the Fenelon PRC and has made the following resolution at the January 25, 2018 committee meeting.

**MOVED BY** Robert Coleman

**SECONDED BY** Julia Taylor

**RESOLVED THAT** the committee supports the proposed 2017 work summary and 2018 work plan to be presented to Council for approval.

**CARRIED**



The proposed 2018 Fenelon Landfill PRC work plan is attached as Appendix A.

## Rationale:

A summary of the 2017 work that was completed by the Fenelon Landfill PRC is provided in the table below.

Goal	Completed in 2017
2016 Annual Monitoring Report Review	<ul style="list-style-type: none"> <li>• Presentation on the 2016 environmental monitoring program and annual status report provided by staff in conjunction with the PRC at September 28 meeting.</li> <li>• Although part of the 2017 work plan was to review MOECC comments on the annual report MOECC had not had a chance to review therefore no comments were received in 2017.</li> </ul>
Review MOECC Correspondence	<ul style="list-style-type: none"> <li>• The PRC was notified of any MOECC and staff correspondence in 2017.</li> </ul>
Phase I Progressive Closure	<ul style="list-style-type: none"> <li>• Review scope and timelines for Phase I final closure.</li> <li>• Monitor Phase I closure activities (final clay and vegetative cover) and progress.</li> <li>• Work cooperatively with CKLEAC to monitor and make recommendations regarding the Fenelon pollinator pilot project.</li> </ul>
Fenelon Site Redesign	<ul style="list-style-type: none"> <li>• Deferred to 2018 to be incorporated into the 2018 work plan.</li> </ul>
Diversion Program Promotion and Public Awareness	<ul style="list-style-type: none"> <li>• Provide comment and suggestions on promotional and educational material for Paint Reuse and other Diversion programs.</li> </ul>
Integrated Waste Management Strategy	<ul style="list-style-type: none"> <li>• Ongoing review Clear Bag Waste Collection Program and communicate program information to the public. This occurred at several committee meetings throughout the year.</li> <li>• Review of proposed construction and demolition waste recycling program. As well, review of proposed mattress recycling program.</li> </ul>
Development of 2018 Work plan	<ul style="list-style-type: none"> <li>• Reviewed at November 2 committee meeting to go to February Council Meeting.</li> </ul>



Staff is confident the work of the Fenelon Landfill PRC is of value to the residents of the City of Kawartha Lakes. Staff recommends the committee continue and the 2018 work plan be approved by Council.

### **Other Alternatives Considered:**

No alternatives were considered.

### **Financial/Operation Impacts:**

There were no financial implications that resulted from the 2017 work plan. The proposed 2018 work plan also has no significant financial impacts.

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

The Fenelon PRC supports transparency between the City and residents and provides an open forum for dialogue regarding waste management programs between the City and members of the public. Additionally, the Fenelon PRC promotes Goal 3 – A Healthy Environment by ensuring waste management operations continue to operate effectively.

### **Review of Accessibility Implications of Any Development or Policy:**

There are no accessibility implications.

### **Servicing Implications:**

The Committee works with Staff to ensure efficient operational management of the Fenelon Landfill. This ensures the residents of the City have access to reliable waste disposal in an environmentally and fiscally responsible manner.

### **Consultations:**

Fenelon Landfill Public Review Committee (Fenelon PRC)

### **Attachments:**

Appendix A



Fenelon PRC 2018  
Work Plan.docx

**Department Head E-Mail: [brobinson@kawarthalakes.ca](mailto:brobinson@kawarthalakes.ca)**

**Department Head: Bryan Robinson**

### Committee Work Plan Tool

<b>Committee Name:</b>	Fenelon Landfill Public Review Committee
<b>Work plan for Year:</b>	2018
<b>Approved by Council:</b>	

Goal	Measurement Stages	Timeline	Measurement for Success
2017 Annual Monitoring Report Review	<ol style="list-style-type: none"> <li>1. Review environmental monitoring program at Fenelon Landfill.</li> <li>2. Review 2017 Annual Monitoring Report.</li> </ol>	<ol style="list-style-type: none"> <li>1. Ongoing</li> <li>2. June 2018</li> </ol>	Understanding and open dialogue for details surrounding the Site's environmental monitoring program and operations.
Review Ministry of Environment and Climate Change (MOECC) Correspondence.	<ol style="list-style-type: none"> <li>1. Review all Ministry of Environment and Climate Change (MOECC) correspondence regarding the annual monitoring report and site operation.</li> </ol>	<ol style="list-style-type: none"> <li>1. Ongoing</li> </ol>	Understanding and open dialogue for details surrounding the Site's environmental monitoring program, operations and related MOECC correspondence.

Phase I Progressive Closure	<ol style="list-style-type: none"> <li>1. Monitor Phase I closure activities (final clay and vegetative cover) and progress.</li> <li>2. Work cooperatively with CKLEAC to monitor and make recommendations regarding the Fenelon pollinator pilot project.</li> <li>3. Complete a site tour to monitor pollinator project and site operations</li> </ol>	<ol style="list-style-type: none"> <li>1. Late Spring and Summer 2018</li> <li>2. Ongoing</li> <li>3. Late Spring 2018</li> </ol>	Reduction in leachate outbreaks and success of pollinator seed mix in establishing vegetation and supporting pollinator habitat.
Fenelon Site Redesign	<ol style="list-style-type: none"> <li>1. Review and comment on site specifications for re-design</li> <li>2. Oversee progress of Fenelon redesign construction and provide comment on operational impacts.</li> <li>3. Increase public awareness and inform residents of the project to help minimize any operational disruptions.</li> </ol>	<ol style="list-style-type: none"> <li>1. Ongoing</li> <li>2. Ongoing</li> <li>3. Ongoing</li> </ol>	Decisions to be made on appropriate measures to improve site operations and decrease traffic issues
Diversion Program Promotion and Public Awareness	<ol style="list-style-type: none"> <li>1. Inform public and promote the clear bag program and backyard composting program.</li> <li>2. Engage public interest for 2018 spring start of Paint Reuse Program.</li> <li>3. Provide comment and suggestions on promotional and educational material for various diversion programs.</li> <li>4. Public outreach for volunteers for environment days in the City.</li> <li>5. Provide comment and suggestions on public space recycling</li> </ol>	<ol style="list-style-type: none"> <li>1. Ongoing</li> <li>2. April</li> <li>3. Ongoing</li> <li>4. April</li> <li>5. Ongoing</li> </ol>	Data at year's end to determine public participation in Paint Reuse Program, new waste management programs and environment days.

Integrated Waste Management Strategy	<ol style="list-style-type: none"> <li>1. Review and make recommendations for Fenelon Re-use Centre (fees or no fees) as well as develop SOP for re-use centre operation.</li> <li>2. Monitor Fenelon pilot program for Alternative Daily Cover Steel Plates and provide recommendations.</li> <li>3. Disseminate information regarding the Clear Bag Waste Collection Program to the public. Review preliminary success.</li> <li>4. Promote backyard digester/composting program.</li> <li>5. Advise and comment on possible local business partnerships for potential reuse options.</li> <li>6. Construction and Demolition Recycling Project Tracking</li> <li>7. Mattress Recycling Tracking</li> </ol>	<ol style="list-style-type: none"> <li>1. Ongoing</li> <li>2. Ongoing</li> <li>3. Ongoing</li> <li>4. Ongoing</li> <li>5. Ongoing</li> <li>6. Ongoing</li> <li>7. Ongoing</li> </ol>	Data review to determine success of steel plates in reducing daily cover used and clear bag program for increases in diversion material quantities
Work to Attract more members to the Fenelon Landfill Public Review Committee	<ol style="list-style-type: none"> <li>1. Advertising and communications to attract new members to the Fenelon PRC</li> </ol>	<ol style="list-style-type: none"> <li>1. 2018</li> </ol>	New members in the committee by the end of 2018
2018 and 2019 Work Plans	<ol style="list-style-type: none"> <li>1. Provide 2018 Work Plan progress summary</li> <li>2. Develop 2019 Work Plan</li> <li>3. Submit both documents to Council</li> </ol>	<ol style="list-style-type: none"> <li>1. October to November 2018</li> <li>2. November 2018</li> <li>3. December 2018/January 2019</li> </ol>	Council approval of work plans.

# **The Corporation of the City of Kawartha Lakes**

## **Council Report**

**Report Number MLE2018-001**

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**Date:** February 13, 2018

**Time:** 2:00 p.m.

**Place:** Council Chambers

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**Ward Community Identifier:** 6

**Subject:** Coldstream Rd. parking by-law amendment to establish prohibited parking areas

**Author** Aaron Sloan, Manager of Municipal Law Enforcement

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### **Recommendation:**

**That** Report MLE2018-001, Amendment to the Parking By-Law 2012-173 Schedule "A" be received;

**That** prohibited parking be added to both sides of the roadway starting at Hemlock St. continuing east approximately 440m ending in front of 140 Coldstream Rd.; and

**That** the necessary By-Law be forwarded to Council for adoption at a future meeting.

**Department Head:**\_\_\_\_\_

**Financial/Legal/HR/Other:**\_\_\_\_\_

**Chief Administrative Officer:**\_\_\_\_\_

## **Background:**

Coldstream Road is a paved dead-end roadway, approximately 1.5 Kms in length that is located in Rosedale Ward 6, running east to west along the Trent Canal and Rosedale River.

On August 22, 2017, Councillor Doug Elmslie brought to Council a memorandum attached as Appendix "A".

**RESOLVED That** the Memorandum from Councillor Elmslie regarding the Request for Prohibited Parking Areas on Coldstream Road in Rosedale, be received; and

**That** staff review the issue of parking on Coldstream Road and report back to Council with options. **CR2017-671**

This report addresses the resolution.

## **Rationale:**

The purpose of the Parking By-law 2012-173 is to assist in the safe movement of traffic, ensure the safety of the public and to allow for the safe and efficient passage of emergency vehicles using our roadways.

Staff visited Coldstream Road area (map attached as Appendix "B") in the fall of 2017. The roadway is a paved two lane roadway with a mix of gravel and paved shoulders, the roadway narrows towards each end. The roadway services a marina, trailer park, local residents and a Dewey's Island resident parking area. The portion of the roadway east of Hemlock St. becomes very narrow with a small hill and a narrow corner which limits vehicle movement in both directions.

The Parking By-Law 2012-173 establishes a general parking time limit on all roadways without parking meters to be 12 hours maximum. Parking in this area is currently permitted on both sides of this roadway.

Offences that violate the Parking by-law that do not require an amendment or signs are as follows:

- park a vehicle for longer than 12 hours;
- November 1<sup>st</sup> of one year to April 30<sup>th</sup> of the following year at any time between 11:00 p.m. and 6:00 a.m.;
- in front of or within 2.0 metres of an entrance or driveway;
- in a manner that obstructs or interferes with vehicular traffic
- in a manner that prevents the convenient movement or removal of another parked, standing or stopped vehicle; and
- park facing the wrong direction.

Since 2004 Municipal Law Enforcement has received 4 parking occurrence complaints/concerns. The occurrences include concerns that driveways were being blocked; vehicles were parked facing the wrong direction and obstruction of the roadway.

In November 2017 staff sent out a consultation package with letter dated November 22, 2017, attached as Appendix "C", to twenty one (21) of the area businesses and residents that fall in an area 440 meters East of Hemlock St.

Staff requested that comments are to be returned by December 23, 2017. The mailing address list has been included as follows:

**Mailing address list:**

152 COLDSTREAM RD 150 COLDSTREAM RD 148 COLDSTREAM RD 144 COLDSTREAM RD 140 COLDSTREAM RD 138 COLDSTREAM RD 137 COLDSTREAM RD 136 COLDSTREAM RD 134 COLDSTREAM RD 127 COLDSTREAM RD 125 COLDSTREAM RD 123 COLDSTREAM RD 117 COLDSTREAM RD 114 COLDSTREAM RD 108 COLDSTREAM RD	106 COLDSTREAM RD 100 COLDSTREAM RD 110 COLDSTREAM RD -CON 8 PT LOT 32 PLAN 115 LOTS 1 & 2 RP57R5263 PART 3 E HEMLOCK ST -CON 9 PT LOT 32 -CON 9 PT LOT 32 RP 57R725 PART 5
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Three (3) responses were received from the residents and businesses and One (1) of the packages was returned unclaimed to the staff sender.

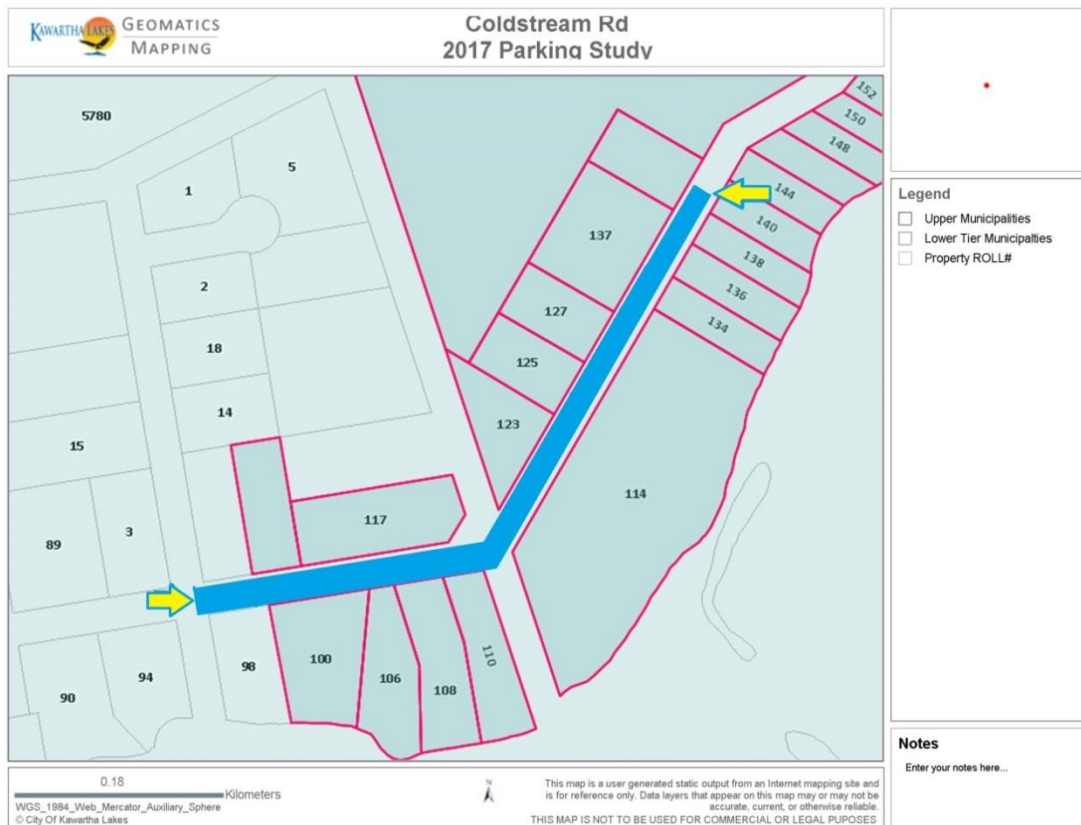


## Summary of responses:

- Resident is concerned that parking occurs on the roadway for longer than 12 hrs on a regular basis
- Parking occurs on both sides of the narrow road causing congestion and that often blocks traffic
- Driveways are often blocked by vehicles parked within 2 meters of a driveway
- Resident supports change but suggests that regulated area should extend further east to 150 Coldstream Rd. and
- Dewey Island overflow parking is damaging the shoulders of the roadway and causes additional congestion.

## Options:

**Option 1** – (recommended) prohibited parking be added to both sides of the roadway starting at Hemlock St. continuing east approximately 440m ending in front of 140 Coldstream Rd.



## Other Alternatives Considered:

**Option 2** - Prohibit parking on both sides from Hemlock Rd. east to the end of Coldstream Rd.



**Option – 3** Prohibit parking on both sides of the roadway, as suggested between Hemlock St. 440 meters east and continuing the prohibited parking zone further east on the south side of the roadway to the end of Coldstream Rd.



**Option – 4** Coldstream Rd. in the area of study is very narrow limiting the movement of traffic in both directions. The areas that are outside of the study area (the entire length) could also be regulated to prohibit parking on the south side of the roadway. The option would allow for parking to occur but limit it to the north side only, which is less populated and has fewer driveways.

### Financial/Operation Impacts:

Cost of prohibited parking area signs and installation to bring by-law amendment into effect.

Regulation may increase parking complaints to the Municipal Law Enforcement Division and MLE staff response time to other enforcement issues will be delayed thereby increasing overall resolution times.

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

Managing parking and on street traffic activity improves accessibility and public safety.

## **Review of Accessibility Implications of Any Development or Policy:**

N/A

## **Consultations:**

Manager, West B, PW-West B

Senior Engineering Tech

## **Attachments:**

Appendix A – Councillor Elmslie Memorandum



Memorandum -  
Councillor Elmslie - Co

Appendix B – Coldstream study area map



Coldstream RD 2017  
Study Area.pdf

Appendix C – Coldstream Rd Public Consultation letter template



Coldstream Road  
resident letter 2017 F

**Department Head E-Mail: [critchie@kawarthalakes.ca](mailto:critchie@kawarthalakes.ca)**

**Department Head: Cathie Ritchie**

**Department File: MLE2018-001**



Memorandum

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Date: July 4, 2016

To: Mayor and Council

From: Councillor Elmslie

Re: Coldstream Rd. in Rosedale, Ward 6

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**Background:**

A citizen request has been received to create prohibited parking areas on Coldstream Rd. in Rosedale.

Coldstream Rd. is a paved dead end road that is located in Rosedale that services the Dewey's Island residential parking area, residential dwellings, a trailer park, boat launches and a marina. The roadway often becomes congested due to vehicles, with or without boat trailers attached, being parked on both sides of the road thereby reducing the overall access and width. Municipal Law Enforcement has received numerous complaints about the restriction on the roadway suggesting that the width has become very restrictive during parking events and on the weekends.

Currently, parking is permitted on both sides of this roadway.

This memorandum is being brought forward to request that direction be provided to staff to research and provide a report back to Council with respect to the citizen request to add *prohibited parking areas* on Coldstream Rd. in Rosedale. Staff have attended the area and is prepared to invite the citizens and businesses that reside along this roadway to provide comments with respect to the proposed changes.

The purpose of the parking regulation is to assist in the safe movement of traffic, to ensure public safety and to allow for the safe and efficient passage of emergency vehicles.



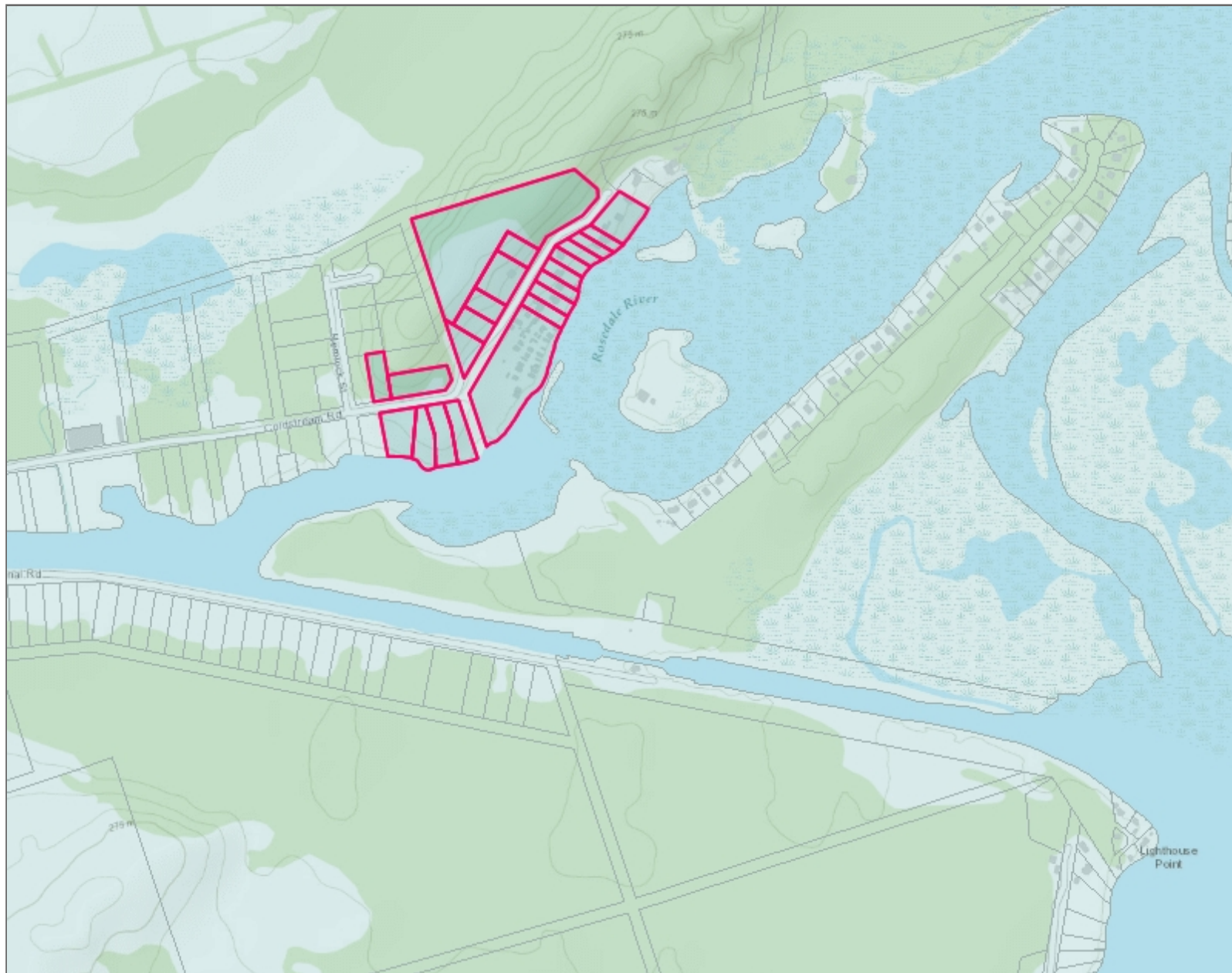
**Recommendation:**

Resolved **THAT** the memorandum from Councillor Elmslie regarding Coldstream Rd. Rosedale, be received; and

**THAT** staff review the issue of parking and report back to Council with options.



# Coldstream Rd 2017 Parking Study



## Appendix "B"

### Legend

- ☐ Upper Municipalities
- ☐ Lower Tier Municipalities
- ☒ Populated Places
- Water Labels
- ☐ Property ROLL#

### Notes

Enter your notes here...

0.69

Kilometers

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
© 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.

THIS MAP IS NOT TO BE USED FOR COMMERCIAL OR LEGAL PURPOSES



## Appendix "C"

The Corporation of the  
**City of Kawartha Lakes**  
**Municipal Law Enforcement Division**  
180 Kent St. W.  
Lindsay, Ontario  
K9V 2Y6  
Tel: (705) 324-9411 ext. 1223  
Or 1 888-822-2225  
Fax: (705) 324-8619  
esloan@.kawarthalakes.ca

---

**Aaron Sloan MLEO(c), CPSO, CMMIII** - *Manager of Municipal Law Enforcement Division*

November 22, 2017

Insert res...

Dear Property Owner,

The City of Kawartha Lakes and the Municipal Law Enforcement Division are considering *Prohibited Parking* areas along Coldstream Road. The recommendation to Council will suggest that *Prohibited Parking* be added to both sides of the roadway starting at Hemlock St. continuing east approximately 440m ending in front of 140 Coldstream Rd. (map attached). This area is being considered due to the roadway design being narrow, a hill and visibility issues. We are sending this letter to the area residents to invite comments or concerns to the proposed changes.

Currently, the areas being considered for *prohibited parking* allow parking and can be regulated by the following parking provisions:

No person shall:

- park a vehicle for longer than 12 hours;
- November 1<sup>st</sup> of one year to April 30<sup>th</sup> of the following year at any time between 11:00 p.m. and 6:00 a.m.;
- in front of or within 2.0 metres of an entrance or driveway;
- in a manner that obstructs or interferes with vehicular traffic
- in a manner that prevents the convenient movement or removal of another parked, standing or stopped vehicle; and
- park facing the wrong direction.

The purpose of the parking regulation is to assist in the safe movement of traffic, to ensure the safety of the public using our roadways and to allow for the safe and efficient passage of emergency vehicles. Areas of this roadway are very narrow and can become very congested if parking is permitted. The Municipal Law Enforcement Division has received numerous complaints that driveways are being blocked and that the road width due to vehicle parking becomes very restrictive. Currently parking is permitted on this roadway.





The Corporation of the  
**City of Kawartha Lakes**  
**Municipal Law Enforcement Division**  
180 Kent St. W.  
Lindsay, Ontario  
K9V 2Y6  
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Or 1 888-822-2225  
Fax: (705) 324-8619  
[esloan@kawarthalakes.ca](mailto:esloan@kawarthalakes.ca)

---

***Please return any comment/concern by December 23, 2017 at 4:30 p.m. by contacting the undersigned.***

Respectfully yours,

*E. Aaron Sloan*

E. Aaron Sloan  
Manager - Municipal Law Enforcement  
City of Kawartha Lakes  
Tel: (705) 324-9411 Ext. 1223  
[esloan@kawarthalakes.ca](mailto:esloan@kawarthalakes.ca)



## Appendix "C" Map

The Corporation of the  
**City of Kawartha Lakes**  
**Municipal Law Enforcement Division**

180 Kent St. W.  
Lindsay, Ontario  
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Office of the City Clerk  
P.O. Box 9000, 26 Francis St.  
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E-Mail: [critchie@city.kawarthalakes.on.ca](mailto:critchie@city.kawarthalakes.on.ca)  
Fax: (705) 324-8110  
Website: [www.city.kawarthalakes.on.ca](http://www.city.kawarthalakes.on.ca)

## Memorandum

**To:** Council  
**Cc:** Ron Taylor, Chief Administrative Officer  
**Date:** February 13, 2018  
**From:** Cathie Ritchie, City Clerk  
**Subject:** Councillor Pollard – Authorizing an Absence in accordance with the Municipal Act

---

### Recommendation

**That** the February 13, 2018 memorandum from Cathie Ritchie, City Clerk, regarding **Councillor Pollard – Authorizing an Absence in accordance with the Municipal Act**, be received; and

**That** Councillor John Pollard is authorized to be absent from City Council Meetings exceeding three successive months in accordance with Section 259(1)(c) of the Municipal Act, 2001 as amended.

### Background

Municipal Act, 2001 as amended

Vacant seat

**259** (1) The office of a member of council of a municipality becomes vacant if the member,

(c) is absent from the meetings of council for three successive months without being authorized to do so by a resolution of council;

Councillor Pollard was present at the November 14, 2017 Regular Council Meeting.

### Risk/Considerations

If a motion is not passed authorizing Councillor John Pollard to be absent in excess of three successive months, the seat becomes vacant.

This matter will be brought back to Council no later than May 8, 2018, should Councillor Pollard's leave be prolonged.

## **Conclusion**

As of February 14, 2018, Councillor Pollard will be absent for three successive months. Councillor Pollard has indicated that he is intending to return to his seat at Council Meetings as soon as possible. Therefore a motion authorizing Councillor John Pollard to be absent from further meetings of Council is recommended.



## Memo

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To: Members of Council

From: William Bateman, Chair, Kawartha Lakes Municipal Heritage Committee

Date : February 5, 2018

Subject: Federal Action on the Conservation of Heritage Properties

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### **RECOMMENDATION TO COUNCIL**

**THAT** the memo from William Bateman dated February 5, 2018 regarding Federal Action on the Conservation of Heritage Properties, be received.

### **BACKGROUND**

The Economic Development Officer – Arts, Culture and Heritage received correspondence from Community Heritage Ontario in January, addressed to the Municipal Heritage Committee. Community Heritage Ontario is asking all municipal heritage committees and Municipal Councils to write to the federal Minister of the Environment, with copies to the Minister of Finance and their member of federal parliament, urging them to support the recommendations of the federal House of Commons Standing Committee on Environment and Sustainable Development that facilitate heritage preservation.

This memo provides City Council with a copy of the Kawartha Lakes Municipal Heritage Committee's letter that has been prepared in response to this correspondence and requests that Council provide a letter of endorsement of the Municipal Heritage Committee's position.

## **RATIONALE**

The Kawartha Lakes Municipal Heritage Committee has considered the request from Community Heritage Ontario and considers that it is worthy of support. It is therefore submitted that the preparation and dispatch of a letter of support from both the Committee and from Council is appropriate in an effort to support the initiatives that are specified in the correspondence. As requested in the correspondence, such letter would be sent to The Honourable Minister of Environment and Climate Change, The Honourable Minister of Finance and Jamie Schmale MP.

The correspondence requests that letters of support be forwarded to the appropriate recipients for receipt no later than February 28, 2018.



LETTER to CHO.docx

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# Memo

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**To:** Mayor Letham and members of Council  
**From:** Councillor Rob Macklem (Ward 1)  
**Date:** February 13, 2018  
**Subject:** Preserving Canada's Heritage: The foundation for tomorrow

## Background

At the Kawartha Lakes Municipal Heritage Committee meeting Thursday February 1st 2018 the committee reviewed the House of Commons Standing Committees 17 recommendations. Motions were that chair William Bateman write a letter of support and that the committee recommends Council support the standing committees' recommendations.

The House of Commons Standing Committee on Environment and Sustainable Development - Report 10 - Preserving Canada's Heritage: The Foundation for Tomorrow, <http://www.ourcommons.ca/DocumentViewer/en/42-1/ENVI/report-10> recommends the Federal Government;

1. Policy on Management of Real Property be integrated in new legislation so that custodian departments of designated federal heritage buildings are required to protect the commemorative integrity of these buildings and prevent demolition-by-neglect.
2. introduce legislation to provide statutory protection for federal heritage buildings.
3. introduce legislation imposing on Crown corporations the same requirements imposed on federal departments and agencies by the Policy on Management of Real Property regarding the management of federal heritage buildings, in order to protect the commemorative integrity of buildings owned by these Crown corporations and prevent their demolition-by-neglect.

**Corporation of the City of Kawartha Lakes**

**Councillor Rob Macklem, Ward 1**

P.O. Box 9000, Lindsay, Ontario K9V 5R8 • Phone 705-324-9411  
[www.city.kawarthalakes.on.ca](http://www.city.kawarthalakes.on.ca)

4. introduce legislation to establish a process to protect, conserve, document and exhibit archaeological resources on federal land and under waters of federal responsibility.
5. introduce legislation to provide a statutory obligation on federal departments, agencies and Crown corporations to protect the commemorative integrity of all national historic sites of Canada.
6. introduce legislation to provide a statutory obligation on federal departments, agencies and Crown corporations to protect the integrity of federal heritage buildings owned by the federal government or under its jurisdiction.
7. Treasury Board Secretariat work with federal departments and agencies to ensure that they invest 2% of the asset replacement value annually towards the maintenance and repair of federal heritage buildings, as recommended in the Treasury Board Secretariat's Guide to the Management of Real Property
8. adopt a policy requiring federal departments and agencies to, when deemed appropriate, give preference to existing heritage buildings when considering leasing or purchasing space.
9. introduce legislation to:
  - ensure that federal actions do not adversely impact the commemorative integrity of national historic sites of Canada or the integrity of heritage sites and buildings designated by provinces and municipalities in Canada;
  - provide statutory protection for Canadian World Heritage sites;
  - ensure that federal actions take into consideration the heritage values of Canada's historic places; and
  - give statutory recognition of the Canadian Register of Historic Places and the Standards and Guidelines for the Conservation of Historic Places in Canada.
10. restore the funding level for the National Cost-Sharing Program for Heritage Places to a minimum of \$10 million per year.
11. establish a tax credit for the restoration and preservation of buildings listed on the Canadian Register of Historic Places.
12. in co-operation with provincial and territorial governments, work to adapt future versions of Canada's National Model Building Codes in a manner that will facilitate the restoration and the rehabilitation of existing buildings and the preservation of their heritage characteristics.
13. Parks Canada review its National Cost Sharing Program and, if it is determined that rural sites are under-represented in applications for funding or in the awarding of funding, steps should be taken to improve the program.
14. consider supporting an initiative modelled after the "Main Street America" model, to encourage public and private investment in commercial historic buildings in rural areas and small cities as a catalyst for community sustainability and economic development.



15. support an Indigenous-led initiative that will be responsible for:
  - determining how places that are important to Canada's Indigenous peoples should be protected and preserved;
  - 8 · enhancing the capacity of Indigenous communities to preserve places that are important to them; and
  - presenting the perspective of Indigenous communities regarding the protection of places that are important to them to the Historic Sites and Monuments Board of Canada and its Secretariat, Parks Canada and other federal government departments and agencies
16. in cooperation with Indigenous groups, Parks Canada include Indigenous registrars in the Canadian Register of Historic Places to improve the process by which Indigenous places that are important to Indigenous peoples are identified and designated.
17. in support of the Truth and Reconciliation Commission's calls to action 79 and 81, and in consultation with Indigenous groups:
  - The federal government introduce legislation amending the Historic Sites and Monuments Act to add First Nations, Inuit, and Métis representation on the Historic Sites and Monuments Board of Canada and its Secretariat.
  - The Historic Sites and Monuments Board of Canada revise the policies, criteria, and practices of the National Program of Historical Commemoration to integrate Indigenous history, heritage values, and memory practices into Canada's national heritage and history.
  - Parks Canada develop and implement a national heritage plan and strategy for commemorating and, where appropriate, conserving residential school sites, the history and legacy of residential schools, and the contributions of Indigenous peoples to Canada's history.
  - The federal government, in collaboration with Residential School Survivors, commission and install a publicly accessible, highly visible, Residential Schools National Monument in the city of Ottawa to honour Survivors and all the children who were lost to their families and communities.

## **Recommendation:**

**Whereas** The House of Commons Standing Committee on Environment and Sustainable Development - Report 10 - Preserving Canada's Heritage: The Foundation for Tomorrow makes recommendations regarding the preservation of Canada's heritage

**And Whereas** the Kawartha Lakes Municipal Heritage Committee recommends Council support the Standing Committees recommendations contained in Report 10

**Therefore Be It Resolved That** the memorandum from Councillor Macklem dated February 13, 2018 be received, and

**That** Council support the recommendations of the Federal House of Commons Standing Committee on Environment and Sustainable Development contained in Report 10 - Preserving Canada's Heritage: The Foundation for Tomorrow, and

**That** this motion be sent to the honorable Catherine McKenna Minister of Environment, Bill Morneau Minister of Finance, and Jamie Schmale MP.

# **The Corporation of the City of Kawartha Lakes**

## **By-Law 2018-\_\_\_\_**

### **A By-law to Amend By-law 2018-007, being A By-law to Authorize the Financing of Capital Projects by Debenture with the Royal Bank**

#### **Recitals**

1. Council adopted Resolution CR2018-047 on January 30, 2018 to pass By-law 2018-007 to authorize the Financing of Capital Projects by Debenture with the Royal Bank.
2. An amendment is required to adjust the interest rate that has increased from 3.01% in the original by-law.
3. These changes require an amendment to the original by-law.

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

#### **Section 1.00: Definitions and Interpretation**

##### **Definitions:**

All defined terms in the amending By-law take their meaning from By-law 2018-007 of the City of Kawartha Lakes.

#### **Section 2.00: Amendment Details**

- 2.01 **Amendment: Section 2.02 of By-law 2018-007** is deleted in its entirety and replaced with the following:

**Section 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 4.00% 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 13th day of February, 2018.

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Andy Letham, Mayor

---

Cathie Ritchie, City Clerk

# **The Corporation of the City of Kawartha Lakes**

## **By-Law 2018-**

### **A By-law to Amend By-law 2005-328 being A By-law to Establish Speed Limits**

#### **Recitals**

1. Council adopted Resolution CR2018- on February 13, 2018 directing amendments to By-law Number 2005-328 the Speed Limit By-law.
2. An amendment is required to change speed limits on Highways.
3. These changes require an amendment to the original by-law.

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

#### **Section 1.00: Definitions and Interpretation**

##### **Definitions:**

All defined terms in the amending By-law take their meaning from By-law 2005-328 of the City of Kawartha Lakes.

#### **Section 2.00: Amendment Details**

- 2.01 **Schedule E:** That Schedule E to By-law Number 2005-328, Highways with a speed limit of 40 Kilometres per Hour, be amended by adding the following:

<b>Road #</b>	<b>From</b>	<b>To</b>
Mary Street West (Omeme)	Cross Street South	Sturgeon Road South
Park St (Bobcaygeon)	Sherwood Street	Perfectus Drive

#### **Section 3.00: Administration and Effective Date**

- 3.01 **Administration of the By-law:** The Director of Engineering and Corporate Assets 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 13 day of February, 2018.

---

Andy Letham, Mayor

---

Cathie Ritchie, City Clerk

## The Corporation of the City of Kawartha Lakes

### By-law 2018 - \_\_\_\_

**A By-law to Assume Springdale Drive, Registered Plan 383 (PIN: 63205-0527(LT) and the corresponding 0.3 metre reserve, Registered Plan 383 (PIN 63205-0535(LT)), Part Lamb Avenue, Registered Plan 383 (PIN: 63205-0530(LT)), and Part Lawson Avenue, Registered Plan 383 (PIN: 63205-0531(LT)), Geographic Township of Ops, The Corporation of the City of Kawartha Lakes**

### Recitals

1. Subsection 31(4) of the *Municipal Act, 2001* authorizes Council to assume unopened road allowances or road allowances shown on registered plans of subdivision for public use, by by-law.
2. Council now deems it desirable to assume Springdale Drive, Part of Lamb Avenue, and Part of Lawson Avenue, Registered Plan 383, Geographic Township of Ops, the Corporation of the City of Kawartha Lakes as public highways in 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,

**“City”, “City of Kawartha Lakes” or “Kawartha Lakes”** means The Corporation of the City of Kawartha Lakes.

**"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 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: Assumption of Services**

- 2.01 **Assumption**: The following highways are assumed by the City:
- a) The road known as Springdale Drive, Registered Plan 383, Geographic Township of Ops, City of Kawartha Lakes.
  - b) Part of the road known as Lamb Avenue, Registered Plan 383, Geographic Township of Ops, City of Kawartha Lakes.
  - c) Part of the road known as Lawson Avenue, Registered Plan 383, Geographic Township of Ops, 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-law read a first, second and third time, and finally passed, this 13<sup>th</sup> day of February, 2018.

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Andy Letham, Mayor

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Cathie Ritchie, City Clerk

**The Corporation of the City of Kawartha Lakes**  
**By-Law 2018-**  
**City Lands Encroachment By-Law**

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**Recitals:**

1. Whereas section 11(2)(4) of the *Municipal Act, 2001*, provides that a municipality may pass by-laws respecting public assets of the municipality acquired for the purpose of exercising its authority under the *Municipal Act, 2001*.
2. And whereas section 425(1) of the *Municipal Act, 2001*, provides that a municipality may pass by-laws providing that a person who contravenes a by-law of a municipality is guilty of an offence.
3. And whereas section 426(1) of the *Municipal Act, 2001* provides that no person shall hinder or obstruct, or attempt to hinder or obstruct, any person who is exercising a power or performing a duty under a by-law passed under the *Municipal Act, 2001*.
4. And whereas section 429 of the *Municipal Act, 2001* provides that a municipality may establish a system of fines.
5. And whereas section 446 of the *Municipal Act, 2001* provides that a municipality may proceed to do things at a person's expense which that person is otherwise required to do under a by-law or otherwise but has failed to do.
6. And whereas section 446 of the *Municipal Act, 2001* provides that the costs incurred by a municipality in doing a thing or matter under section 446 may be recovered by adding the costs to the tax roll and collecting them in the same manner as taxes.

**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,

“**Building**” shall include, but not be limited to, such things as porches, steps, staircases, awnings, and decks;

**“Commercial Patio”** means any encroachment onto City-owned lands that is not a permanent building or structure, but primarily consists of tables, chairs or other furniture established or used for the purpose of extending retail business operations or the serving area of a restaurant or tavern;

**“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;

**“City Owned Lands”** means lands owned by or leased or licensed to or under the management of the City, City easements, and shall include but not be limited to any road, lane, public highway, right of way, the Victoria County Rail Trail, shoreline road allowance, unopened road allowance, park, woodland, greenbelt, storm water management facility, open space, municipal golf course, municipal cemetery, and lands in which the City holds any real property interest and all parts thereof, including any surface, grassed area, boulevard, ditch, curb, gutter and sidewalk;

**"Easement" or "Right-of-Way"** means an interest in land owned by another person, consisting of the right to use or control that land, or an area above or below it, for a specific limited purpose and expressly or by implication may preclude certain encroachments, including interests created by a license;

**“Encroachment”** means any type of vegetation, structure, building, man-made object or item of personal property of a person which exists wholly upon, or extends from that person's premises onto, City-owned lands and shall include any aerial, surface or subsurface encroachments and shall also include but is not limited to, any activity that results in a removal, addition, alteration, or material change to the City-owned Lands;

**“Encroachment Agreement”** means an agreement prepared by the City for execution by the City and a person by which such person is granted authorization to erect, place, or maintain an encroachment on City-owned Lands;

**“Expenses”** means any and all sums of money actually spent or required to be spent by the City and shall include but not be limited to all charges, costs, administrative fees, taxes, HST, outlays, legal fees, and losses;

**“Highway”** includes a common and public highway (as defined at section 26 in the *Municipal Act, 2001*), street, avenue, parkway, laneway, 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;



**“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.

**"Municipal Act"** means the *Municipal Act, 2001* or any successor thereto;

**“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.

**“Owner”** means the registered owner of a parcel of real property from which an encroachment emanates as such person is described in the records of the Land Registry Office;

**“Person”** means an individual, partnership, association, firm, corporation, business entity, club, incorporated group or organization, federal or provincial government, crown agent, school board and regional or other municipality;

**“Personal Property”** means any object or item of property (chattels and including fixtures) other than real property;

**“Premises”** means a parcel of real property under registered ownership and includes all buildings and structures thereon;

**“Realty Services Clerk”** means a person who holds that position.

**“Realty Services Manager”** 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.

**“Site Improvements”** shall include, but not be limited to, retaining walls curbs, and sprinkler systems; and

**“Unauthorized Encroachment”** means any encroachment not authorized by this by-law, any other by-law, statute, regulation, policy, or resolution of the City, or written agreement with or approval by the City (patio license issued by Engineering & Corporate Assets Department, road occupancy permit or driveway entrance permit issued by Public Works Department, or otherwise).

#### 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.

This by-law shall not exempt any person from the requirement to comply with any other City by-law. In the event of conflict between the provisions of this by-law, of any encroachment agreement approved after the passing of this by-law, and of any other City by-law, the more restrictive provisions shall apply.

### **Section 2.00: Encroachments Prohibited**

- 2.01 No person shall erect, place, maintain, or carry on, or cause to be erected, placed, maintained, or carried on an encroachment of any kind on City-owned lands except as may be permitted under any by-law, statute, regulation, policy, resolution of the City, or agreement, or where permitted to do so by way of an encroachment agreement, and in accordance with the terms of that agreement, or otherwise in accordance with this by-law.

### **Section 3.00: Application for Encroachment – Land Management Committee**

- 3.01 Any person who wishes to erect, install, maintain, or carry on an encroachment on, or encroach upon, City-owned lands shall be required to submit a request to the Public Works Department for a road occupancy permit or driveway entrance permit, an application to the Engineering & Corporate Assets Department for a patio license, or a request to the Land Management Committee (defined per the Land Management Policy 032-CAO-005) via application to the Realty Services Division in all other cases, seeking permission to do so, together with drawings or plans sufficient to describe the encroachment to the City's satisfaction, and payment of the applicable non-refundable encroachment application fee as set by the City by-law from time to time.
- a) The application fee to the Land Management Committee shall be, for encroachment agreements entered into for the period January 1, 2018 to December 31, 2018, \$125.00 as per By-law 2010-118, and as amended upwards for future periods by the City per updates to the Consolidated Fees and Charges By-law 2016-206, at Schedule A-4.
  - b) The annual fee for encroachment agreements granted per the Land Management Committee shall be:
    - i) \$125.00, for minor encroachments (stairs, small portion of a building, sign, etc.);
    - ii) \$150.00 for a dock or boathouse;
    - iii) \$200.00 for major encroachments (shed, garage, etc.)
    - iv) \$6,000.00 for co-location of equipment on City-owned tower / building; and

- v) \$13,000.00 for tower.

## **Section 4.00      Review of Applications to the Land Management Committee**

- 4.01 The Land Management Committee will review the application and may object to the erection, installation, and maintenance of an encroachment on, or encroachment onto City-owned Lands or require that specific conditions be imposed in an encroachment agreement, on the basis that:
- a) the encroachment interferes with the City's intent and purpose in holding the City-owned land;
  - b) the encroachment creates an unsafe condition;
  - c) the encroachment creates liabilities for which the City cannot assign full responsibility to the owner of said encroachment;
  - d) the encroachment creates a situation that is contrary to the any City by-law, City policy or resolution, or any provincial or federal regulation or legislation;
  - e) the encroachment interferes with work, plans, efforts, or initiatives of the City to maintain City-owned lands;
  - f) the encroachment interferes with any utility or other similar installation located on City-owned lands;
  - g) the applicant is unable to reasonably demonstrate a need for the encroachment;
  - h) the encroachment is not an aesthetic improvement or does not maintain the current aesthetics of City property;
  - i) the encroachment interferes with public use of the space or the general public interest in the space (reduced views, reduced ability to travel over or use the property in the vicinity of the encroachment, etc.); or
  - j) any other reason as set out by the Land Management Committee and communicated in writing to the applicant.
- 4.02 When there are objections from the Land Management Committee to the erection, installation, maintenance, or carrying on of an encroachment on any basis set-out in Section 4.01, the application will be denied by the Land Management Committee and the Land Management Committee, via the Realty Services Division, will notify the applicant In writing that the application has been denied and the reason therefore.
- 4.03 In the event that there are no objections from the Land Management Committee to the encroachment being applied for:

- a) The applicant shall be required to execute an encroachment agreement and to pay the applicable encroachment agreement fee and annual fees as set out above. The form and content of the encroachment agreement shall be as established by the Realty Services Division and revised from time to time and may include additional conditions that are deemed to be appropriate to protect the City's interests; and
  - b) Subject to the completion of the requirements under Subsection (a), execution of the agreement that will create a registered interest on title is as set out in section 5.04 of the Signing Authority By-law 2016-009, as amended. When the agreement is not registered on title, execution is as set out in section 5.05 of the Signing Authority By-law 2016-009, as amended.
- 4.04 An applicant who wishes to speak to an application that has been denied under Section 4.02 of this By-law may apply to the Clerks' Office to make a deputation before City Council at a Special Meeting of Council, in accordance with the procedural rules governing conduct at Council as set out in By-law 2014-266. In accordance with the Procedural By-law, Council may hear the deputation and decide to do nothing, or a Council member may, by direct motion on the floor of the following Regular Council meeting, refer the matter back to Staff to bring forward a Report and recommendation to Council for consideration.
- 4.05 Encroachment agreements exclusively related to buildings or site improvements may be for a perpetual term and registered on title. Generally, encroachment agreements will be for a term of five years, but may be for such other lesser or greater term, or include renewals or overhold provisions, as the Land Management Committee may advise. All encroachment agreements may be terminable by the City upon written notice.

## **Section 5.00      Registration of Agreements**

- 5.01 Encroachment agreements may be registered in the land registry office against title to the real property from which the encroachment emanates and all expenses in doing so shall be paid for in advance by the applicant to the City. Encroachment agreements under this By-law will be assignable or transferable to succeeding owners registered on title and subject to prior written notice to the City.

## **Section 6.00      No Vested Rights**

- 6.01 The execution of an encroachment agreement in respect of an encroachment does not create any vested right in the owner or occupant of the premises to which the encroachment is appurtenant, or in any other person; and the encroachment agreement may be terminated or

suspended in accordance with the terms set out in this By-law or in the encroachment agreement.

## **Section 7.00 Access to Encroachments**

- 7.01 No person shall obstruct, hinder, or interfere with the free access to any encroachment on City-owned lands by a Municipal Law Enforcement Officer, an employee, officer or agent of the City.

## **Section 8.00 Removal and Restoration**

- 8.01 Where the City becomes aware of an unauthorized encroachment on City-owned lands, and:

- a) the encroachment, in the opinion of any Municipal Law Enforcement Officer, poses an imminent safety hazard, the Municipal Law Enforcement Officer may, using City forces or independent contractors, at his or her discretion, remove, fill in, close up and secure the unauthorized encroachment and restore the City-owned lands to their former condition at the expense of the owner, such expense to be recovered in full in a manner provided in Section 9. The owner of any encroachment so removed shall be notified in writing by a Realty Services Division Clerk of said removal and the rationale therefore and, by way of invoice, the cost in relation thereto claimed by the City, as soon as reasonably practicable following said removal.
- b) the encroachment, in the opinion of a Municipal Law Enforcement Officer, does not pose an imminent safety hazard, a Realty Services Division Clerk may give notice in writing to the owner to, within 30 days of the date set out in the notice, remove, fill in or close up the encroachment, and to restore the City-owned lands to their former condition at the expense of the said owner.
- c) Where the notice in section 8.01(b) is not complied with within 30 days of the date on the notice, a Municipal Law Enforcement Officer may, using City forces or independent contractors, at his or her discretion, remove, fill in, close up, and secure the unauthorized encroachment and restore the City-owned Lands to their former condition at the expense of the owner, such expense to be recovered in full in the manner provided in Section 8.00 provided, however, that:
  - i) If an application is made for an encroachment agreement within 30 days of the date on the notice, a Municipal Law Enforcement Officer shall not proceed to take such action until the application has been fully disposed of and in accordance with Section 8.01(e) and Section 8.02; or
  - ii) if a request for an appeal is made under Section 4.05 within 30 days of the date on the notice advising that an application has been denied, a Municipal Law Enforcement Officer shall not

proceed to take such action until the appellant has had an opportunity to be heard by City Council or withdraws his or her request for a deputation and in accordance with Section 8.02.

- 8.02 Where an application has not been approved and has not been advanced to Council in accordance with Section 8.01(e) of this By-law, or where the matter has advanced to City Council and City Council has ultimately decided not to take direct action in the matter, and where written notice of such outcome has been delivered to an applicant by the Realty Services Division, the applicant shall, within 30 days of the date of such notice, remove or cause to be removed such encroachment and restore the City-owned lands to their former condition at no cost to the City and cease encroaching upon the City-owned lands. Where the encroachment has not been removed within 30 days of the notice, a Municipal Law Enforcement Officer may, using City forces or independent contractors, at his or her discretion, remove, fill in, close up, and secure the unauthorized encroachment and restore the City-owned lands to their former condition at the expense of the owner and the expenses associated therewith may be recovered in full in the manner provided in Section 9.00.
- 8.03 Any materials or structures forming part of or attached to the encroachment and removed by or on behalf of the City may, at the discretion of a Municipal Law Enforcement Officer, either be deposited at the owner's premises with consent of the owner, or shall become the property of the City without compensation to the prior owner and may be disposed of in a manner at the discretion of the Municipal Law Enforcement Officer.
- 8.04 The City shall not be responsible for any damage to materials or structures forming part of or attached to the encroachment, arising from the removal of any encroachment by or on behalf of the City, its employees or its agents. Without limiting the foregoing, a Municipal Law Enforcement Officer and any contractors hired to undertake work under this by-law together with any person under their direction may, in carrying out work authorized by this by-law take all reasonable steps required to secure any remaining portion of the materials and structure following removal of the portions thereof which encroach on City-owned Lands.

## **Section 9.00      Recovery of Expenses**

- 9.01 All expenses incurred by the City in connection with the removal of an encroachment, restoration of City-owned lands, and all other expenses in carrying out the actions authorized under this by-law shall be paid by the owner and shall be due within 30 days of the billing date set out on the invoice and, in the event of failure to pay the entire amount due within the said 30 days, interest may be applied at the rate of 15% annually and at the discretion of the City and subject to applicable legislation, the outstanding balance of the invoice plus interest may thereafter be added to the tax roll of the property from which the unauthorized encroachment emanates for the year in which the expenses were billed and collected in the same manner as taxes.

## **Section 10.00    Infractions and Penalties**

- 10.01 Every person who encroaches on City property in contravention of section 2.01 of this by-law, or who obstructs an officer in contravention of section 7.01 of this by-law, is guilty of an offence and, on conviction, is liable to a maximum penalty as set out in section 61 of the *Provincial Offences Act* R.S.O. 1990, c.P.33, as amended from time to time or any successor thereof.

## **Section 11.00    Exceptions – Boulevards**

- 11.01 Notwithstanding any provision in this by-law, the owner of an adjacent property may, without any further approval from the City, create and maintain encroachments on boulevards in accordance with Schedule "A" to this By-law.
- 11.02 Any encroachments on a boulevard that is not in accordance with Schedule "A" shall only be permitted by way of an encroachment agreement.

## **Section 12.00    Exception – Post Boxes, Mail Boxes, Newspaper Boxes**

- 12.01 This by-law shall not apply to post boxes and mail boxes used for or by Canada Post collection or deliver services which are located on City-owned lands.
- 12.02 This by-law shall not apply to newspaper, magazine, or other similar boxes located on City-owned lands. Persons wishing to locate and maintain such boxes on City-owned Lands will be required to enter into another form of agreement with the City for permission to do so.

## **Section 13.00    Commercial Patios**

- 13.01 Commercial patios may be permitted only by way of an encroachment agreement and the provisions of Schedule "B" of this by-law shall apply to and be contained within all such agreements.

## Section 14.00 General

14.01 A Municipal Law Enforcement Officer may under this By-law, accompanied by any person under his or her direction, enter onto any land from which an encroachment emanates and into any encroaching building, structure, or parts thereof except for any room or place actually being used as a dwelling (which may only be entered in accordance with Section 430 of the *Municipal Act, 2001*) at any reasonable time for the purposes of determining whether there is compliance with this by-law including, but not limited to, confirming and determining property limit. A Municipal Law Enforcement Officer acting under this Section shall produce proper identification upon request.

14.02 Where work is authorized to be undertaken by or on behalf of the City pursuant to this By-law, the City may enter upon land and into structures for that purpose at any reasonable time in accordance with Section 427(2) of the *Municipal Act, 2001*. For this purpose, a Municipal Law Enforcement Officer and contractors hired to undertake work under this By-law accompanied by any person under their direction, may enter onto the land from which the encroachment emanates and into any encroaching building, structure, or parts thereof except for any room or place actually being used as a dwelling (which may only be entered in accordance with Section 430 of the *Municipal Act, 2001*) at any reasonable time for the purpose of undertaking work authorized under this by-law. A Municipal Law Enforcement Officer or contractor hired to undertake work under this by-law and acting under this Section shall produce proper identification upon request.

14.03 The Manager of Realty Services or City Solicitor may suspend or terminate an encroachment agreement on behalf of the City for:

- a) breach of any of the terms of an encroachment agreement or of this by-law or any other City by-law; and
- b) on such other terms as may be set out in an encroachment agreement.

Further, the Manager of Realty Services or City Solicitor may suspend an encroachment agreement in the event that the City is undertaking or has authorized other including any utility or other occupant of the City-owned lands to undertake work on the City-owned lands and in which case no reinstatement fee shall be applicable and the owner shall remove the encroachment if so requested by the City during the suspension. In the event of such suspension or termination, the owner shall, upon deemed delivery of notice of such suspension or termination, immediately discontinue the use of the encroachment and remove the encroachment from the City-owned lands. If the owner of the encroachment fails to complete the removal within twenty-four hours of said notice of suspension nor termination, a Municipal Law Enforcement Officer may, using the City's forces or independent contractors, at his or her discretion, remove, fill-in, close-up and secure the unauthorized encroachment and restore the City-owned lands to their former condition at the expense of



the owner and the expenses therewith may be recovered in full in accordance with Section 9.00.

- 14.04 A suspension under Section 14.03 shall be in writing from the Realty Services Division and shall be in effect for a minimum of 24 hours from the date and time of deemed delivery of such notice. An encroachment agreement that has been suspended under Section 14.03, may be reinstated by payment of the applicable reinstatement fee as established by the City from time to time, and the provision of evidence, when reasonably possible, to the satisfaction of the Realty Services Division that the reason for the suspension has been remedied.
- 14.05 Notices under this by-law shall be deemed sufficient if delivered in person, by regular mail, by facsimile, by courier, by electronic mail, or by registered mail to the address of the property from which the encroachment emanates and the last known address of the registered owner of the property from which the encroachment emanates, if different. Any such notice shall be conclusively deemed to have been given and received upon the same day if personally delivered or sent by facsimile, or, if mailed, three business days after same is mailed.
- 14.06 In this by-law, unless the context otherwise requires, words imparting the singular number shall include the plural, and words imparting the masculine gender shall include the feminine, and further, the converse of the foregoing also applies where the context so requires.
- 14.07 In addition to the provisions of this by-law, the City may at any time apply to a court of competent jurisdiction to require compliance with this by-law.
- 14.08 Notwithstanding any provision of this by-law, the application of this by-law is not intended to, nor shall it, expand the existing contractual rights of the City in its easements, rights-of-way, or any other partial interests in real property held by the City.

## **Section 15.00: Effective Date**

15.01 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 13<sup>th</sup> day of February, 2018.

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Andy Letham, Mayor

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Cathie Ritchie, City Clerk

**Schedule "A" To City Of Kawartha Lakes  
By-Law Number 2018-  
Passed This 13<sup>th</sup> Day of February, 2018**

**Boulevard Encroachments not Requiring City of Kawartha Lakes  
Approval**

**Section 1.00 Definitions and Interpretation**

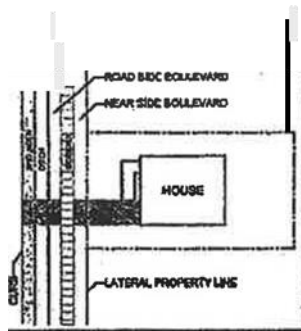
1.01 Definitions: In this Schedule "A"

**"Plant"** means any vegetation that is not a shrub, hedge, or tree.

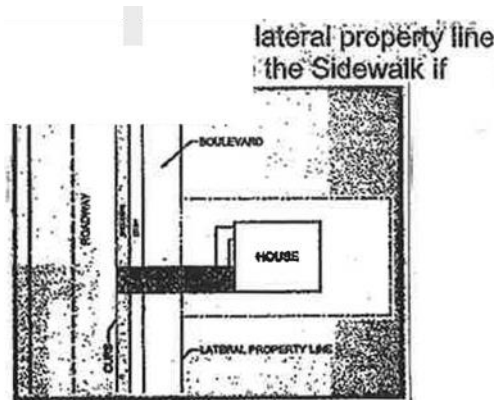
**"Road Side Boulevard"** means that part of a Highway located between a Sidewalk and:

- a) the Curb;
- b) the Shoulder; or
- c) the edge of a Ditch located furthest from the Curb, whichever is more distant from the Roadway;

**"Near Side Boulevard"** means that part of a Highway located between the lateral property line, when a Sidewalk exists:



**"Boulevard"** means that part of a Highway located between the Curb or Shoulder of the Roadway or the edge of a Ditch furthest from the Curb, whichever is more distant from the Roadway, and the lateral property line of the Highway, but for greater clarity does not include the Sidewalk if one exists or a Ditch if one exists:



**"Corner Lot Sight Area"** means that part of a Boulevard adjacent to a corner lot that is bound by the Curbs of the intersecting streets and a line extending through the points on each lateral property line measured 9.0 metres from the point of intersection of the lateral property lines:



**"Curb"** means the lateral boundary of the Roadway, whether such lateral boundary is physically marked or not.

**"Director of Engineering & Corporate Assets"** means the Director of Engineering & Corporate Assets of the City of Kawartha Lakes or his or her designate or successor.

**"Ditch"** means that part of a Highway that was designed or exists for the purpose of storing or carrying storm water.

**"Hard Landscaping"** means any paving stone, boulder, stone, gravel, concrete, asphalt, rail, or any other hard material.

**"Roadway"** means the part of the Highway that is improved, designed or ordinarily used for vehicular traffic, but does not include the Shoulder.

**"Shrub"** means a low woody perennial plant usually having several major branches.

**"Sidewalk"** means the Improved portion of a Highway that is intended primarily for the use of pedestrians and is situated between the Curb or Shoulder of the Roadway, when one exists, and the lateral property line of the Highway.

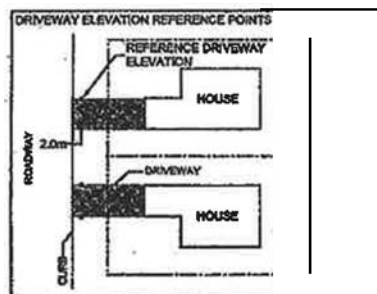
**"Shoulder"** means that part of a Highway which is not the Roadway and is immediately adjacent to the Curb and which has a paved or gravel surface.

- 1.02 The registered owner of a property may cause or permit landscaping on the Boulevard adjacent to his or her property, without any further approvals of the City of Kawartha Lakes, in accordance with the provisions of this Schedule "A".

## **Section 2.00 Planting**

- 2.01 No person shall cause or permit the planting of any material on any part of a Boulevard except a plant, hedge or shrub which is planted and maintained in accordance with the following:

- a) No plant, hedge, or shrub shall be permitted to be placed in, or to overhang, a Ditch, Shoulder, or Sidewalk.
- b) No hedge or shrub shall be permitted:
  - i) In the Road Side Boulevard, when a Sidewalk exists; or
  - ii) When no Sidewalk exists, less than 1.0 metre from the Shoulder, or where there is no Shoulder, less than 1.0 metre from the Curb; or
  - iii) Less than 1.0 metre from a fire hydrant.
- c) Adjacent to a corner lot, no plant, hedge, or shrub located in the Corner Lot Site Area shall be higher than 0.8 metres above the elevation of the nearest point on the nearest adjacent Roadway.
- d) No plant, hedge, or shrub on the Boulevard shall be higher than 0.3 metres above the elevation of the point at the edge of the nearest driveway located within 15.0 metres of such plant, hedge, or shrub, measured 2.0 metres from the Curb. In the event that there is no driveway located within 15 metres of such plant, hedge, or shrub, the height shall not exceed 0.3 metres above the elevation of the nearest point on the Roadway:



- e) Within 1.0 metre of a fire hydrant, no plant shall be higher than 0.3 metres above the existing ground elevation at the location of the plant.
- f) The owner of the land abutting a Boulevard shall at all times be permitted to lay sod, seed, and maintain grass in a Boulevard and a Ditch, but not on a Shoulder, Roadway, or Sidewalk.

g) Notwithstanding any provision of this Section:

- i. Where plants, shrubs, or hedges exceed the height restrictions imposed herein; and
- ii. Where such plants, shrubs, or hedges do not create a sight line obstruction or other hazard, in the opinion of the Director of Engineering & Corporate Assets or the Director of Public Works or his or her designate;

the Director of Engineering & Corporate Assets or the Director of Public Works may approve the exceedance and in which case an encroachment agreement is not required.

### **Section 3.00      Hard Landscaping**

3.01 No person shall install or maintain or cause to be installed or maintained any Hard Landscaping within any Boulevard, except Hard Landscaping which is installed and maintained in accordance with the following:

- a) Pursuant to and in accordance with a Driveway Entrance Permit issued by Public Works.
- b) The height of the Hard Landscaping shall not exceed the existing ground elevation at the location of the Hard Landscaping.
- c) No Hard Landscaping shall be placed in a Ditch.

### **Section 4.00      Islands and Centre Medians**

4.01 No person shall plant or install any material or item in an island or centre median on any Highway without the prior approval of the Land Management Committee and the Land Management Committee may require a written agreement as a condition of such approval.

4.02 For the purpose of this Schedule "A", the following provisions shall apply:

#### **Maintenance**

- a) Notwithstanding any other City by-Law, except where the landscaping has been done by the City or under an agreement in accordance with Section 4.01, where any portion of a Highway is landscaped with any plant, hedge, shrub, Hard Landscaping or other material in accordance with this by-law, the registered owner of the property adjacent to the portion of the boulevard on which such items are placed, shall at all times maintain such items in a good and tidy condition.

#### **Removal**

- b) The City may at any time remove any plant, hedge, shrub, Hard Landscaping, tree or other material located on any part of the

Boulevard or Highway, either in whole or in part, without compensation, restoration or replacement to the person who originally installed the item;

- c) Any landscaping on any part of a Boulevard which is not consistent with this Schedule "A" and this By-law shall be subject to removal in accordance with the provisions of Sections 8.01, 8.02, 8.03, 8.04 and 8.05 of this By-law;

#### Exemptions

- d) Notwithstanding any provision in this by-law or Schedule "A", the registered owner of a property may install street trees on the Boulevard adjacent to his or her property, subject to an approved Boulevard Tree Planting Application from the City of Kawartha Lakes. Approval of such application shall be contingent on the proposed planting not interfering with the use, maintenance, and operation of the Boulevard, the Highway in general, or of any utility or other infrastructure. Any such tree, when planted, shall become the property of the City and the City shall in no way be liable to the adjacent property owner for damage, loss or removal.
- e) This Schedule "A" shall not apply to landscaping carried out by or on behalf of the City;
- f) Notwithstanding any provision herein and for greater clarity, the planting, maintenance and removal of trees on a Boulevard or Highway may also be governed by any applicable City by-Law in effect from time to time.

**Schedule "B" To City Of Kawartha Lakes  
By-Law Number 2018-  
Passed This 13th Day of February, 2018**

**Special Conditions Relating to Encroachment Agreements for  
Commercial Patios**

**Section 1.00      Operation**

- 1.01    Operation shall be limited to the period between April 1<sup>st</sup> to October 31<sup>st</sup> inclusive, of any year during the term of an encroachment agreement.
- 1.02    Operation shall be limited to the period between 7:00 a.m. and 11:00 p.m. and the commercial patio shall, at all other times, be closed.
- 1.03    The commercial patio shall at all times be operated in accordance with the City's Noise By-law, as amended from time to time, or any successor.
- 1.04    Cooking shall not be permitted within the commercial patio.
- 1.05    Any equipment located in a commercial patio that is not used on daily basis for a period of two calendar days or greater shall be removed by the owner from the City-owned lands.
- 1.06    No signage shall be permitted in the commercial patio with the exception of a menu displayed within the commercial patio or affixed to a fence delineating the commercial patio. Any such signage must comply with the City's Sign By-law.

**Section 2.00      Sidewalk Surface**

- 2.01    Artificial surfaces shall not be placed upon any part of the commercial patio unless expressly permitted in the encroachment agreement.
- 2.02    The commercial patio shall at all times be kept in a clean, tidy, and sanitary state free from papers, rubbish and debris of all kinds.

**Section 3.00      Fencing Requirements**

- 3.01    The commercial patios shall be enclosed with a non-permanent free-standing, fence around the perimeter of the commercial patio. Unless otherwise specified in the encroachment agreement, fencing shall meet the following requirements:
  - a)    Fencing shall not be permitted within 2.0 metres of a fire hydrant;
  - b)    Fence openings for entrance and exit shall have a minimum width equal that of the entrance of building from which the commercial patio emanates or 1.0 metres, whichever is greater;
  - c)    At least one fence opening shall be designed so as to permit as access by a person in a wheelchair;

- d) Fencing shall not be less than 0.8 metres in height nor more than 1.2 metres in height, but not greater than 0.8 metres in height when located within 30m of an intersection of streets, measured from the curb of said intersecting streets;
- e) Fencing shall not be located within 0.5 metres of an adjacent building without the express written permission of the owner of the adjacent building;
- f) Fencing shall not be located within 1.0 metre of the curb of a traveled roadway;
- g) Fencing shall not be affixed to any street furniture or fixture including, but not limited to benches, trees, bollards or poles;
- h) Fencing must be designed and installed in such a fashion that it can be easily removed; and
- i) Fence posts and rail must be constructed of materials to the satisfaction of the Director of Engineering or his or her designate. Fence posts must be of a rigid material such as metal, wood or plastic. The use of ropes and chains are permitted as fence rails. Fabric inserts are optional.



# **The Corporation of the City of Kawartha Lakes**

## **By-Law 2018-\_\_\_\_**

### **A By-law to Authorize the Execution of an Agreement With Her Majesty The Queen in Right of the Province of Ontario as Represented by the Minister of Transportation for the Province of Ontario and the Corporation of the City of Kawartha Lakes - Ontario Municipal Commuter Cycling Program – 2018**

#### **Recitals**

1. Council by Resolution CC2017-020 approved the cycling plan for Bobcaygeon, and authorized the submission of an application to the Ontario Municipal Commuter Cycling (OMCC) Program.
2. Council, by Resolution CC2018-XXX, approved entering into an agreement with the province for the **Ontario Municipal Commuter Cycling Program – 2018 (Report DEV2018-003)**.
3. This by-law authorizes the Agreement to be executed by the City.

**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,

**“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 Chief Executive Officer of 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: Approval and Authorization**

- 2.01 **Approval:** The agreement attached to this By-law as Schedule A is approved.
- 2.02 **Authorization:** The Mayor and City Clerk are authorized to sign the agreement attached to this By-law as Schedule A, and to affix the corporate seal to it.

## **Section 3.00: Administration and Effective Date**

- 3.01 **Administration of the By-law:** The City Clerk 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 13 day of February 13, 2018.

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Andy Letham, Mayor

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Cathie Ritchie, City Clerk

## ONTARIO MUNICIPAL COMMUTER CYCLING (OMCC) PROGRAM TRANSFER PAYMENT AGREEMENT

**THIS TRANSFER PAYMENT AGREEMENT** for the Ontario Municipal Commuter Cycling (OMCC) Program (the “**Agreement**”), made in quadruplicate, is effective as of the Effective Date (both “**Agreement**” and “**Effective Date**” as defined in section A1.2 (Definitions)).

### B E T W E E N:

**Her Majesty the Queen in right of Ontario**

as represented by the Minister of Transportation for the Province of Ontario

(the “**Province**”)

- and -

**Corporation of the City of Kawartha Lakes**

(the “**Recipient**”)

### BACKGROUND

The Province and the Recipient (the “**Parties**”) recognize that investment in commuter cycling infrastructure is a key component in Ontario’s Climate Change Action Plan.

The Recipient has applied to the Province for funds to assist the Recipient in completing the Projects on the Eligible Projects List (“**Projects**” and “**Eligible Projects List**” as defined in section A1.2 (Definitions)) and further described in Schedule “C” (Eligible Projects List and Timelines).

The Projects support the provincial goals of implementing new or expanded commuter cycling infrastructure to support commuter and frequent cycling.

The Province has agreed, subject to the terms and conditions set out in the Agreement, to financially contribute to the completion of the Projects.

The Agreement sets out the terms and conditions upon which the Province has agreed to provide the Recipient with funding towards the Eligible Costs of each Eligible Project (“**Eligible Costs**” and “**Eligible Project**” as defined in section A1.2 (Definitions)), up to

the maximum set out in the Agreement, and the Recipient has agreed to fund a minimum of 20% of the Eligible Costs of each Eligible Project.

## **CONSIDERATION**

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

### **1.0 ENTIRE AGREEMENT**

#### **1.1 Entire Agreement.** The Agreement, including:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Recipient Information
- Schedule "C" - Eligible Projects List and Timelines
  - Sub-schedule "C.1" - Eligible Projects List
- Schedule "D" - Description of Annual Allocations
  - Sub-schedule "D.1" - Table of Annual Allocations
  - Sub-schedule "D.2" - Form of Annual Declaration of OMCC Participation
- Schedule "E" - Eligible and Ineligible Costs
- Schedule "F" - Reporting and Evaluation
- Schedule "G" - Communications Protocol
- Schedule "H" - Disposal of and Revenues from Assets
- Schedule "I" - Aboriginal Consultation Protocol
- Schedule "J" - Certificates and Declarations
  - Sub-schedule "J.1" - Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Funding Certificate
  - Sub-schedule "J.2" - Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Eligible Projects Declaration
  - Sub-schedule "J.3" - Ontario Municipal Commuter Cycling (OMCC) Program Form of Solemn Declaration of Substantial Completion, and

any amending agreement entered into as provided for in section 4.1 (Amendments),

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

### **2.0 CONFLICT OR INCONSISTENCY**

#### **2.1 Conflict or Inconsistency.** In the event of a conflict or inconsistency between any of the requirements of:

- (a) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail;
- (b) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail; or
- (c) a schedule and any of the requirements of a sub-schedule, the schedule will prevail.

### 3.0 COUNTERPARTS

- 3.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

### 4.0 AMENDING THE AGREEMENT

- 4.1 **Amendments.** The Agreement may only be amended by a written agreement.
- 4.2 **Execution of Amending Agreements.** An amending agreement under section 4.1 (Amendments) must be executed by the respective representatives of the Parties listed in the signature page below.
- 4.3 **Execution of Amending Agreements - Exceptions.** Despite section 4.2 (Execution of Amending Agreements), an amending agreement under section 4.1 (Amendments) for amendments pursuant to sections C3.2 (Amending Agreement for Changes to the Eligible Projects List), D2.2 (Amending Agreement for Changes to Annual Allocations) or F7.2 (Amending Agreement for Changes to the Reporting) may be executed by the respective authorized representatives of the Parties listed in Schedule “B” (Recipient Information).

### 5.0 ACKNOWLEDGEMENT

- 5.1 **Acknowledgement.** The Recipient acknowledges that:
  - (a) by receiving Funds (as defined in section A1.2 (Definitions)) it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);

- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
  - (i) to assist the Recipient to carry out the Projects and not to provide goods or services to the Province;
  - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Projects; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

**- SIGNATURE PAGE FOLLOWS -**

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF  
ONTARIO** as represented by the Minister of  
Transportation for the Province of Ontario

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Date

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Name: **Jamie Austin**

Title: **Director, Transportation Policy Branch**

**Corporation of the City of Kawartha Lakes**

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Date

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Name: **Mr. Andy Letham**

Title: **Mayor**

I have authority to bind the Recipient.

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Date

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Name: **Mr. Ron Taylor**

Title: **Chief Administrative Officer**

I have authority to bind the Recipient.

I have authority to bind the Recipient.

## **SCHEDULE “A” GENERAL TERMS AND CONDITIONS**

### **A1.0 INTERPRETATION AND DEFINITIONS**

**A1.1 Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) all accounting terms not otherwise defined in the Agreement have their ordinary meanings.

**A1.2 Definitions.** In the Agreement, the following terms will have the following meanings:

**“Aboriginal Community”** has the meaning ascribed to it in section 11.1 (Definitions).

**“Agreement”** means this Transfer Payment Agreement for the Ontario Municipal Commuter Cycling (OMCC) Program entered into between the Province and the Recipient, all of the schedules and sub-schedules listed in section 1.1 (Entire Agreement), and any amending agreement entered into pursuant to section 4.1 (Amendments).

**“Annual Allocation”** means an annual allocation set out in Sub-schedule “D.1” (Table of Annual Allocations).

**“Annual Declaration of OMCC Participation”** means an annual declaration of OMCC participation, in the form set out in Sub-schedule “D.2” (Form of Annual Declaration of OMCC Participation).

**“Annual Eligible Projects Declaration”** means an annual Eligible Projects declaration, in the form set out in Sub-schedule “J.2” (Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Eligible Projects Declaration).



**“Annual Financial Reports”** means the Annual Financial Reports described in Article F1.0 (Annual Financial Reports).

**“Annual Funding Certificate”** means an Annual Funding Certificate, in the form set out in Sub-schedule “J.1” (Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Funding Certificate).

**“Annual Implementation Reports”** means the Annual Implementation Reports described in section F2.1 (Annual Implementation Reports).

**“Asset”** means any real or personal property or immovable or movable asset acquired, constructed, repaired, rehabilitated, renovated or improved, in whole or in part, with the Funds.

**“Authorities”** means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Agreement or any Eligible Project, or both.

**“Business Day”** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**“Cap and Trade Program”** means Ontario’s Cap and Trade Program.

**“Contract”** means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, for an Eligible Project in return for financial consideration.

**“Effective Date”** means the date of signature by the last signing party to the Agreement.

**“Eligible Costs”** means the costs that are eligible for funding under the Agreement and that are described in Article E2.0 (Eligible Costs).

**“Eligible Project”** means a commuter cycling project that is listed on the Eligible Projects List.

**“Eligible Projects List”** means the list of Eligible Projects in Sub-schedule “C.1” (Eligible Projects List).

**“Environmental Laws”** means all applicable federal, provincial or municipal laws, regulations, by-laws, orders, rules, policies or guidelines respecting the protection of the natural environment, public or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal and

treatment of environmental contaminants and include, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada) and *Navigation Protection Act* (Canada).

**“ERS”** means the Ontario Enterprise Registration System.

**“Event of Default”** has the meaning ascribed to it in section A13.1 (Events of Default).

**“Expiry Date”** means March 31, 2021.

**“Final Report”** means the Final Report described in Article F3.0 (Final Report).

**“Funding Year”** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

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

**“Generally Accepted Auditing Standards”** means Canadian Generally Accepted Auditing Standards as adopted by the Canadian Institute of Chartered Accountants applicable as of the date on which such record is kept or required to be kept in accordance with such standards.

**“GHG”** means greenhouse gas.

**“Government of Ontario”** includes any ministry, agency or Crown corporation of the Government of Ontario.

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

**“Ineligible Costs”** means the costs that are ineligible for funding under the Agreement, and that are described in Article E3.0 (Ineligible Costs).

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

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to paragraph A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4 (Recipient Not Remediating).

**“OMCC”** means Ontario Municipal Commuter Cycling.

**“OMCC Program”** means the Ontario Municipal Commuter Cycling Program.

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

**“Partner”** means any entity, other than a Third Party, participating in and contributing to the Project, other than financially only, as described in the Recipient’s application submitted to the Province or, with the written consent of the Province, as subsequently permitted to participate or contribute to the Project.

**“Partner Agreement”** means a legally binding agreement between the Recipient and a Partner.

**“Party”** means either the Province or the Recipient.

**“Projects”** means, collectively, the Eligible Projects.

**“Projects End Date”** means, in respect of the Projects, December 30, 2020.

**“Reports”** means the reports described in Schedule “F” (Reporting and Evaluation).

**“Requirements of Law”** means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

**“Solemn Declaration of Substantial Completion”** means the Solemn Declaration of Substantial Completion, in the form set out in Sub-schedule “J.3” (Ontario Municipal Commuter Cycling (OMCC) Program Form of Solemn Declaration of Substantial Completion).

**“Substantial Completion”** means substantially performed, as described in and will be determined in accordance with, subsection 2(1) of the *Construction Lien Act* (Ontario) for each Eligible Project, and for the purposes of the Projects, means the substantial completion of the last Eligible Project on or before December 30, 2020.

**“Substantial Completion Date”** means the substantial completion date indicated on the Solemn Declaration of Substantial Completion.

**“Term”** means the period of time described in section A3.1 (Term).

**“Third Party”** means any legal entity, other than a Party, who supplies goods or services, or both, to the Recipient for any of the Eligible Projects.

**“Timelines”** means the date set out in section C2.1 (Timelines).

**“Usage Data Report”** means the Usage Data Report described in Article F4.0 (Usage Data Report).

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**A2.1 General.** The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Projects;
- (c) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of an Eligible Project, the Funds, or both;
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds including, without limitation, information relating to any eligibility requirements and Eligible Project, and the Timelines was true and complete at the time the Recipient provided it and will continue to be true and complete;
- (e) it is registered with the ERS and the information it provided for the ERS was true and complete at the time it provided it and will continue to be true and complete;
- (f) it is not in default of any term, condition or obligation under any transfer payment or loan agreement with Her Majesty the Queen in right of Ontario or one of Her agencies; and
- (g) its past performance with respect to any project under a transfer payment agreement with Her Majesty the Queen in right of Ontario or one of Her agencies was considered satisfactory by that party.

**A2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and

- (b) taken all necessary actions to authorize the execution of the Agreement.

**A2.3 Governance.** The Recipient represents, warrants and covenants that it has, and will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete each Eligible Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of each Eligible Project, and strategies to address the identified risks to meet the Projects End Date, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0 (Reporting, Accounting, and Review); and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to carry out its obligations under the Agreement.

**A2.4 Supporting Proof.** Upon request of the Province and within the timelines set out in the request, the Recipient will provide the Province with proof of the matters referred to in this Article A2.0 (Representations, Warranties and Covenants).

### **A3.0 TERM OF THE AGREEMENT AND EXTENSION**

**A3.1 Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 (Termination on Notice), Article A12.0 (Termination Where No Appropriation or Funds under the Cap and Trade Program) or Article A13.0 (Events of Default, Corrective Action, and Termination for Default).

#### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

**A4.1 Funds Provided.** The Province will, in respect of the Projects:

- (a) provide Funds to the Recipient up to the aggregate of each Annual Allocation for the Recipient to use towards the Eligible Costs of any Eligible Project;
- (b) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

**A4.2 Limitation on Payment of Funds.** Despite section A4.1 (Funds Provided):

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient complies with the conditions precedent set out in paragraphs A32.1(a) and (b);
- (b) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon any of the following:
  - (i) the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1 (Preparation and Submission);
  - (ii) the number of recipients, other than the Recipient, participating in the OMCC Program; or
- (c) if, pursuant to the *Financial Administration Act* (Ontario) or the Cap and Trade Program, the Province does not receive the necessary appropriation from the Ontario Legislature or the necessary funds for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) reduce the amount of Funds and change the Projects; or
  - (ii) terminate the Agreement pursuant to section A12.1 (Termination Where No Appropriation or Funds under the Cap and Trade Program).

**A4.3 Carry Out the Eligible Projects.** The Recipient will, in respect of the Projects and each Eligible Project:

- (a) determine which Eligible Projects, from the Eligible Projects List, the Recipient will carry out;
- (b) carry out each Eligible Project in accordance with the Agreement; and
- (c) complete each Eligible Project the Recipient has chosen to carry out pursuant to paragraph A4.3(a) by the Projects End Date.

**A4.4 Use of Funds and Carry out the Projects.** The Recipient will, in respect of each Eligible Project, do all of the following:

- (a) use the Funds only for the purpose of carrying out the Eligible Project;
- (b) spend the Funds only in accordance with the Agreement, including the Annual Allocations;
- (c) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario; and
- (d) contribute a minimum amount of 20% towards the total Eligible Costs of each Eligible Project, irrespective of any contribution received from any third party source, including any Partner.

**A4.5 Interest Bearing Account.** If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

**A4.6 Interest.** If the Recipient earns any interest on the Funds:

- (a) the Recipient may use the interest earned toward the Eligible Costs of any Eligible Project but cannot reduce the 20% minimum amount towards Eligible Costs for each Eligible Project;
- (b) the Recipient will annually declare the amount of interest earned and describe its use in the Annual Funding Certificate; and
- (c) the Province may demand from the Recipient the payment of an amount equal to any interest:
  - (i) remaining in the possession or under the control of the Recipient by the Projects End Date; or
  - (ii) the Recipient failed to use in accordance with the terms and conditions of the Agreement.

**A4.7 Rebates, Credits and Refunds.** The Province, in calculating Funds, will deduct from any Annual Allocation any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

**A4.8 Recipient's Acknowledgement of Responsibility for Projects.** The Recipient will assume full responsibility for each Eligible Project including, without limitation:

- (a) complete, diligent and timely implementation in accordance with the terms and conditions of the Agreement;
- (b) the entire costs of the Eligible Project including, without limitation, overruns if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, demolition or reconstruction, as required and as per appropriate standards, and any related costs for the full lifecycle of the Eligible Project; and
- (d) undertaking, or causing to be undertaken, any engineering and construction work in accordance with industry standards.

**A4.9 Disclosure of Other Financial Assistance and Adjustments.** The Recipient agrees:

- (a) to inform the Province promptly of any financial assistance received, other than from the Province pursuant to the Agreement, for any Eligible Project; and
- (b) if the Recipient receives or is owed financial assistance from the Government of Ontario, other than from the Province pursuant to the Agreement, in respect of the Eligible Costs of an Eligible Project, the Province may reduce the Funds or demand the repayment of Funds in an amount up to the financial assistance received or owed.

**A4.10 Inability to Complete Eligible Projects.** If, at any time during the Term, the Recipient determines that it may not be possible for it to complete an Eligible Project on or before December 30, 2020 for any reason including, without limitation, lack of funding available for the Eligible Project (the “**Issue**”), the Recipient will immediately notify the Province of that determination and provide the Province with a summary of the measures that the Recipient proposes to remedy the Issue. If the Province is not satisfied that the measures proposed will be adequate to remedy the Issue, then the Province may initiate any one or more of the actions provided for in section A13.2 (Consequences of Events of Default and Corrective Action).



## **A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, RELATED CONTRACTS AND DISPOSAL OF ASSETS**

**A5.1 Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply to the extent applicable with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

**A5.2 Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease or otherwise dispose of any Asset other than in accordance with the terms and conditions set out in Schedule "H" (Disposal of and Revenues from Assets).

**A5.3 Contract Provisions.** The Recipient will ensure that all Contracts are consistent with, and incorporate, the applicable terms and conditions of the Agreement. More specifically, but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to:

- (a) ensure that proper and accurate accounts and records are maintained for at least 7 years after the expiry or early termination of the Agreement;
- (b) ensure compliance with all applicable Requirements of Law including, without limitation, labour and human rights legislation; and
- (c) secure the respective rights of the Province, any authorized representative and any independent auditor identified by the Province in paragraph A7.3(b), and the Auditor General in section A7.6 (Auditor General).

## **A6.0 CONFLICT OF INTEREST**

**A6.1 No Conflict of Interest.** The Recipient will carry out each Eligible Project and use the Funds without an actual, potential or perceived conflict of interest.

**A6.2 Conflict of Interest Includes.** For the purposes of this Article A6.0 (Conflict of Interest), a conflict of interest includes any circumstances where, in respect of each Eligible Project:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Eligible Project, the use of the Funds, or both.

**A6.3 Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

**A7.0 REPORTING, ACCOUNTING, AND REVIEW**

**A7.1 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1 (Notice in Writing and Addresses), all Reports in accordance with the timelines and content requirements as provided for in Schedule "F" (Reporting and Evaluation), or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1 (Notice in Writing and Addresses), any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by the Recipient's chief administrative officer or, as set out otherwise in the Agreement or with the consent of the Province, another authorized signing officer.

**A7.2 Record Maintenance and Audit.**

- (a) The Recipient will, in respect of each Eligible Project, keep and maintain:
  - (i) all financial records including, without limitation, invoices relating to the Funds or otherwise the Eligible Project in a manner consistent with generally accepted accounting principles; and
  - (ii) all non-financial documents and records relating to the Funds or otherwise to the Eligible Project, including without limitation, all Contracts and Partner Agreements.

- (b) Unless otherwise specifically set out in the Agreement, the Recipient will request and manage the undertaking of all audits for each Eligible Project by accredited external independent auditors and the delivery of corresponding audit reports, at its own expense, in accordance with Generally Accepted Auditing Standards and in the timeframe set out in the Agreement.

### **A7.3 Inspection and Data Collection .**

- (a) The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense and at any time, during normal business hours, enter upon the Recipient's premises to review the progress of any Eligible Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:
  - (i) inspect and copy the records and documents referred to in section A7.2 (Record Maintenance and Audit);
  - (ii) remove any copies made pursuant to paragraph A7.3(a) from the Recipient's premises; and
  - (iii) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, any Eligible Project, or both.
- (b) The Recipient will ensure all Contracts and Partner Agreements include the right of the Province, any authorized representative, any independent auditors identified by the Province, or the Auditor General to carry out the inspection and audits contemplated pursuant to the Agreement and will coordinate the access of the Province with any Third Party and Partner for the purpose of such inspections and audits.
- (c) The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense and at any time, during normal business hours, may direct the Recipient to undertake an intercept survey of cyclists for a completed Eligible Project.
  - i. Where the Province exercises this right, the Recipient's must distribute a copy of intercept survey documentation to individuals cycling on completed Eligible Project.
  - ii. The Province will be responsible for providing all required intercept survey documentation to the Recipient and for collecting any information obtained through this survey.

- iii. The Recipient will be required to distribute the intercept survey documentation on the specified day from 07:00 and 10:00; from 12:00 and 14:00, which will be at least 12 months but no more than 24 months after Substantial Completion of an Eligible Project.
  - (d) The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense and at any time, during normal business hours, may undertake an intercept survey of cyclists using any completed Eligible Project.
- A7.4 **Disclosure.** To assist in respect of the rights provided for in section A7.3 (Inspection), the Recipient will disclose any information requested by the Province, any authorized representative, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative or any independent auditor identified by the Province, as the case may be.
- A7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.
- A7.6 **Auditor General.** The Province's rights under this Article A7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).
- A7.7 **Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Canadian Institute of Chartered Accountants or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.

## **A8.0 COMMUNICATIONS REQUIREMENTS**

- A8.1 **Acknowledgement of Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province as set out in Schedule "G" (Communications Protocol).
- A8.2 **Publication.** The Recipient will indicate, in any of its Projects-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## **A9.0 INDEMNITY**

**A9.1 Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with any Eligible Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

## **A10.0 INSURANCE**

**A10.1 Recipient's Insurance.** The Recipient represents, warrants and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Projects would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

**A10.2 Proof of Insurance.** The Recipient will:

- (a) provide the Province, prior to Funds being provided in each Funding Year, either:
  - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1 (Recipient's Insurance); or
  - (ii) other proof that confirms the insurance coverage as provided for in section A10.1 (Recipient's Insurance); and
- (b) upon the request of the Province, the Recipient will make available to the Province a copy of each insurance policy.

## **A11.0 TERMINATION ON NOTICE**

**A11.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty or costs upon giving at least 30 days' Notice to the Recipient.

**A11.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount owing pursuant to paragraph A11.2(b); and
  - (ii) subject to paragraph A4.1(a), provide Funds to the Recipient to cover such costs.

## **A12.0 TERMINATION WHERE NO APPROPRIATION OR FUNDS UNDER THE CAP AND TRADE PROGRAM**

**A12.1 Termination Where No Appropriation or Funds under the Cap and Trade Program.** If, as provided for in paragraph A4.2(c), the Province does not receive the necessary appropriation from the Ontario Legislature or funds under the Cap and Trade Program for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

**A12.2 Consequences of Termination Where No Appropriation or Funds under the Cap and Trade Program.** If the Province terminates the Agreement pursuant to section A12.1 (Termination Where No Appropriation or Funds under the Cap and Trade Program), the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand the payment of any Funds remaining in the possession or under the control of the Recipient; and

- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to paragraph A12.2(b).

**A12.3 No Additional Funds.** If pursuant to paragraph A12.2(c), the Province determines that the costs to wind down the Projects exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

### **A13.0 EVENTS OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A13.1 Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement including, without limitation, failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out any Eligible Project;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A7.1 (Preparation and Submission), Reports or such other reports as may have been requested pursuant to paragraph A7.1(b).
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the OMCC Program;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate; or
- (e) the Recipient fails to require a Partner or a Third Party to remedy an event such as an Event of Default listed above and the failure is not remedied within, at the latest and if any, the Notice Period given to the Recipient pursuant to section 13.4 (Recipient Not Remediating).

**A13.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following

actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of any Eligible Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used and interest earned, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A13.3 Opportunity to Remedy.** If, in accordance with paragraph A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

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

**A13.4 Recipient Not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A13.2(b), and:

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



that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in paragraphs A13.2(a), (c), (d), (e), (f), (g), (h) and (i).

**A13.5 When Termination Effective.** Termination under this Article A13.0 (Events of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

#### **A14.0 FUNDS AT THE END OF A FUNDING YEAR**

**A14.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0 (Events of Default, Corrective Action, and Termination for Default) and subject to Article D2.0 (Changes to Annual Allocations), if the Recipient has not spent all of the Funds allocated for a Funding Year as provided for in the Annual Allocation for that year, the Province will allow the Recipient to keep the Funds in the account specified under paragraph A4.1(b) and use the Funds in any subsequent Funding Year, up to the Projects End Date, for any Eligible Project in accordance with the Agreement.

#### **A15.0 FUNDS UPON PROJECTS END DATE**

**A15.1 Funds Upon Projects End Date.** The Recipient will, upon the Projects End Date, pay to the Province any Funds and interest earned on the Funds remaining in its possession or under its control.

**A15.2 Return of Funds for Incomplete Eligible Project.** The Recipient will, if Funds have been used towards an Eligible Project and the Recipient has not completed the Eligible Project by the Projects End Date, pay to the Province an amount equal to any Funds the Recipient used for that Eligible Project.

#### **A16.0 DEBT DUE AND PAYMENT**

**A16.1 Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds, included interest earned, from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

**A16.2 Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment, such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

**A16.3 Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

**A16.4 Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province as provided for in Schedule “B” (Recipient Information).

**A16.5 Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

## **A17.0 NOTICE**

**A17.1 Notice in Writing and Addresses.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Recipient respectively as provided for in Schedule “B” (Recipient Information), or as either Party later designates to the other by Notice.

**A17.2 Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery or fax, one Business Day after the Notice is delivered.

**A17.3 Postal Disruption.** Despite paragraph A17.2(a), in the event of a postal disruption:

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

fax.

## **A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

## **A19.0 SEVERABILITY OF PROVISIONS**

A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

## **A20.0 WAIVER**

A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision in Article A17.0 (Notice) ask the other Party to waive an obligation under the Agreement.

A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 (Waiver Request) will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

## **A21.0 INDEPENDENT PARTIES**

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

## **A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

## **A23.0 GOVERNING LAW**

A23.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## **A24.0 FURTHER ASSURANCES**

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## **A25.0 JOINT AND SEVERAL LIABILITY**

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## **A26.0 RIGHTS AND REMEDIES CUMULATIVE**

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## **A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

A27.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

## **A28.0 SURVIVAL**

**A28.1 Survival.** The following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, Schedules, and Sub-schedules, will continue in full force and effect for a period of 7 years from the date of expiry or termination of the Agreement: Articles 1.0 (Entire Agreement), 3.0 (Counterparts), and A1.0 (Interpretation and Definitions) and any other applicable definitions, paragraphs A2.1(a) and A4.2(c), sections A4.6 (Interest), A4.8 (Recipient's Acknowledgement of Responsibility for Projects), A5.2 (Disposal), A7.1 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), A7.2 (Record Maintenance and Audit), A7.3 (Inspection), A7.4 (Disclosure), A7.5 (No Control of Records), A7.6 (Auditor General), and A7.7 (Calculations), Articles A8.0 (Communications Requirements), and 9.0 (Indemnity), sections A11.2 (Consequences of Termination on Notice by the Province), A12.2 (Consequences of Termination Where No Appropriation or Funds Under the Cap Trade Program), A12.3 (No Additional Funds), and A13.1 (Events of Default), paragraphs A13.2(d), (e), (f), (g) and (h), Articles A15.0 (Funds Upon Projects End Date), A16.0 (Debt Due and Payment), A17.0 (Notice), and A19.0 (Severability of Provisions), section A22.2 (Agreement Binding), Articles A23.0 (Governing Law), A25.0 (Joint and Several Liability), A26.0 (Rights and Remedies Cumulative), and A27.0 (Failure to Comply with Other Agreements), this Article A28.0 (Survival), and Articles 29.0 (Aboriginal Consultation), A30.0 (Partners), and Article A31.0 (Agreements for Use of Land).

## **A29.0 ABORIGINAL CONSULTATION**

**A29.1 Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms of the Aboriginal Consultation Protocol set out in Schedule "I" (Aboriginal Consultation Protocol).

**A29.2 Funding Conditional upon Meeting Aboriginal Consultation Obligations.** The Recipient agrees that the funding under the Agreement is conditional upon the Province being satisfied that its obligations with respect to the legal duty to consult and, if applicable, accommodate Aboriginal Communities have been met.

## **A30.0 PARTNERS**

**A30.1 Recipient Representation re. Partner Agreements.** If the Recipient has one or more Partners for any Eligible Project, the Recipient:

- (a) warrants that it is entitled to represent each of its Partners, and represents that each Partner has committed itself to undertake all steps necessary to support the Recipient in fulfilling its obligations as specified in the Agreement; and
- (b) agrees to bind each of its Partners to the applicable terms and conditions of the Agreement including, without limitation, those listed in section A5.3 (Contract Provisions) through a Partner Agreement.

**A30.2 Copy of Partner Agreement.** The Recipient agrees to make accessible to the Province at all times and, upon the Province's request, provide the Province with a copy of any Partner Agreement.

**A30.3 Responsibilities of Recipient.** Despite having one or more Partners for any Eligible Project and entering into a Partner Agreement with each of its Partners, the Recipient assumes the sole responsibility towards the Province for the implementation, management and coordination of the entire Eligible Project and the fulfilment of all obligations arising from the Agreement. Accordingly, the Recipient agrees that it bears the financial and legal responsibility for the entire Eligible Project and for each of its Partners. The Recipient will be held liable, in the same way as for its own conduct, if obligations as laid out in the Agreement or in applicable Requirements of Laws are not fulfilled by any of its Partners.

**A30.4 Liability.** Without limiting the requirements of the indemnity and insurance obligations under the Agreement, the Recipient agrees to ensure that each Partner agrees that the Province will not, under any circumstances or for any reason whatsoever, be held liable for damage or injury sustained by the staff or property of the Partner while any of the Eligible Project is being carried out. The Province can therefore not accept any claim for compensation or increases in payment in connection with such damage or injury.

**A30.5 Public Disclosure.** The Recipient will ensure that each Partner agrees to the Province publicly disclosing, in communications concerning any Eligible Project, any of the Recipient's Partner's name and address, and the purpose and amount of funds, if any, provided to the Partners.

## **A31.0 AGREEMENTS FOR USE OF LAND**

**A31.1 Agreements with Land Owners or Lessees.** If the Recipient does not own the land on which an Eligible Project is located, either in whole or in part, the Recipient agrees to enter into a legally binding agreement with each of the land owners or lessees that sets out the terms and conditions under which the land

owner or lessee, as applicable, agrees to allow the Recipient to use the land for the Project until, at a minimum, 5 years from the Eligible Project start date.

**A31.2 Agreements with Lessees.** If an agreement described in paragraph (a) is with a lessee, the agreement shall include representations and warranties that the lessee has the right, pursuant to its agreement with the lessor, or has obtained the necessary consent from the lessor to allow the Recipient to use the land for the Project until, at a minimum, 5 years from the Eligible Project start date.

## **A32.0 CONDITIONS PRECEDENT**

**A32.1 List of Conditions Precedent.** The Province's funding under the Agreement is conditional upon each of the following conditions precedent being met to the Province's satisfaction:

- (a) on or before the Effective Date and annually thereafter, the Recipient providing the Province with, in form and substance satisfactory to the Province:
  - (i) a copy of the annual enabling by-law(s) and, if applicable, any council resolution(s) confirming that the council approves each Eligible Project and the Agreement including, without limitation, the Recipient's contribution under the Agreement, and confirming the authorized representatives of the Recipient for the Agreement;
  - (ii) if the authorized representatives under paragraph (i) are not the head of council and clerk of the municipality, or it is unclear, in the Province's opinion, from the by-law(s) and, if applicable, council resolution(s) that the council has approved each Eligible Project and the Agreement, or both, a legal opinion from the Recipient's legal counsel confirming such authorized representatives and any approval;
  - (iii) the certificate(s) of insurance or other proof as the Province may request pursuant to section A10.2 (Proof of Insurance); and
  - (iv) an Annual Declaration of OMCC Participation; and
- (b) prior to any Funds being provided to the Recipient:
  - (i) the necessary information, pursuant to section A4.5 (Interest Bearing Account), to facilitate an electronic funds transfer to an interest bearing account in the name of the Recipient at a Canadian financial institution; and

- (ii) written confirmation of the street address at which Projects documents are kept at both the premises of the Recipient and each of the Partners; and
- (c) prior to the Recipient using any Funds for an Eligible Project:
  - (i) written confirmation that the Recipient has entered into a Partner Agreement with each of its Partners, if any, for the Eligible Project;
  - (ii) if the Recipient does not own the land on which an Eligible Project is located, written confirmation that the Recipient has entered into a legally binding agreement as described in Article A31.0 (Agreements for Use of Land); and
  - (iii) to the extent that any environmental assessment or any other approval is required for an Eligible Project for which Funds were received, a warranty that the assessment has been completed and the approval has been obtained.

For greater certainty, if the Province provides any Funds to the Recipient prior to any of the conditions set out in this Article A32.0 (Conditions Precedent) having been met, and has not otherwise waived compliance with such condition as set out in Article A20.0 (Waiver), the Province may initiate any one or more of the actions provided for in section A13.2 (Consequences of Events of Default and Corrective Action).

**- END OF GENERAL TERMS AND CONDITIONS -**



**SCHEDULE “B”  
RECIPIENT INFORMATION**

<p><b>Contact information for the purposes of Notice to the Province</b></p>	<p><b>Position:</b> Manager, Division Services and Program Management Office</p> <p><b>Address:</b> Division Services and Program Management Office Ontario Municipal Commuter Cycling (OMCC) Program Ontario Ministry of Transportation 777 Bay Street, 30<sup>th</sup> Floor Toronto ON M7A 2J8</p> <p><b>Phone:</b> 1-844-671-7438</p> <p><b>Fax:</b> 416-585-7204</p> <p><b>Email:</b> <a href="mailto:cycling@ontario.ca">cycling@ontario.ca</a></p>
<p><b>Contact information for the purposes of Notice to the Recipient</b></p>	<p><b>Position:</b> Mr. Chris Marshall Director of Development Services</p> <p><b>Address:</b> 180 Kent Street West, Lindsay, ON K9V 2Y6</p> <p><b>Phone:</b> (705) 324-9411 x1239</p> <p><b>Fax:</b> n/a</p> <p><b>Email:</b> <a href="mailto:cmarshall@kawarthalakes.ca">cmarshall@kawarthalakes.ca</a></p>

<b>Authorized Representative of the Province for the purpose of sections C3.2 (Amending Agreement for Changes to the Eligible Projects List), D2.2 (Amending Agreement for Changes to Annual Allocations) and F7.2 (Amending Agreement for Changes to the Reporting)</b>	<p><b>Position:</b> Manager, Division Services and Program Management Office</p> <p><b>Address:</b> Division Services and Program Management Office Ontario Municipal Commuter Cycling (OMCC) Program Ontario Ministry of Transportation 777 Bay Street, 30<sup>th</sup> Floor Toronto ON M7A 2J8</p> <p><b>Phone:</b> 1-844-671-7438</p> <p><b>Fax:</b> 416-585-7204</p> <p><b>Email:</b> <a href="mailto:cycling@ontario.ca">cycling@ontario.ca</a></p>
<b>Authorized Representative of the Recipient for the purpose of sections C3.2 (Amending Agreement for Changes to the Eligible Projects List), D2.2 (Amending Agreement for Changes to Annual Allocations) and F7.2 (Amending Agreement for Changes to the Reporting)</b>	<p><b>Position:</b> Mr. Andy Letham Mayor</p> <p><b>Address:</b> 180 Kent Street West, Lindsay, ON K9V 2Y6</p> <p><b>Phone:</b> (705) 324-9411 x1320</p> <p><b>Fax:</b> n/a</p> <p><b>Email:</b> <a href="mailto:aletham@kawarthalakes.ca">aletham@kawarthalakes.ca</a></p>

<b>Senior Financial Officer of the Recipient</b>	<p><b>Position:</b> Mrs. Carolyn Daynes Treasurer</p> <p><b>Address:</b> 180 Kent Street West, Lindsay, ON K9V 2Y6</p> <p><b>Phone:</b> (705) 324-9411 x1252</p> <p><b>Fax:</b> n/a</p> <p><b>Email:</b> <a href="mailto:cdaynes@kawarthalakes.ca">cdaynes@kawarthalakes.ca</a></p>
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## **SCHEDULE “C”**

### **ELIGIBLE PROJECTS LIST AND TIMELINES**

#### **C1.0 ELIGIBLE PROJECTS LIST**

**C1.1 Eligible Project Eligibility Requirements.** To be eligible for funding under the OMCC Program and to be considered for approval as an Eligible Project by the Province for the Eligible Projects List, a project must, in addition to being listed in section C1.2 (Eligible Cycling Infrastructure Project Types), meet all of the following requirements:

- (a) be primarily for and increase commuter cycling, as opposed to being primarily for recreational or touring, and reduce vehicle trips;
- (b) reduce GHGs;
- (c) connect to significant trip origins and destinations, in the opinion of the Province, with commuter cycling infrastructure;
- (d) have its cycling infrastructure designed in accordance with the guidelines in the Ontario Traffic Manual - Book 18 - Cycling Facilities;
- (e) if the Recipient has a population of 15,000 individuals or greater, be identified on a municipal council approved i) cycling plan, or ii) active transportation plan;
- (f) be a standalone infrastructure project or an identifiable commuter cycling component of a larger infrastructure project; and
- (g) if the project impacts provincial or federal transportation infrastructure, it must have received all necessary prior approvals from the provincial or federal government prior to its implementation.

**C1.2 Eligible Cycling Infrastructure Project Types.** The following types of commuter cycling infrastructure projects, if they meet the eligibility requirements set out under section C1.1 (Eligible Project Eligibility Requirements), may be approved by the Province for the Eligible Projects List:

- Shared roadway with signed bicycle route;
- Signed bicycle route with paved shoulder;
- Conventional bicycle lane;
- Contraflow bicycle lane;
- Separated bicycle lane (with painted buffer or physical barrier);
- Raised cycle track;
- Bicycle priority street;

- Construction/modification of bridges, tunnels and access ramps for cycling;
- Bike specific signage, signalling and pavement markings;
- Automated bike counters;
- Bicycle-only facility;
- Intersection modification;
- Bike racks or other bike storage;
- Off-road multi-use paths; and
- Any other project the Province may, at its sole discretion, approve.

**C1.3 Projects on the Eligible Projects List.** Subject to a project meeting the requirements set out in section C1.1 (Eligible Project Eligibility Requirements) and any applicable terms and conditions of the Agreement, and being one of the types listed under section C1.2 (Eligible Cycling Infrastructure Project Types), a project listed in Sub-schedule “C.1” (Eligible Projects List) is considered an Eligible Project.

The Recipient is responsible for submitting Eligible Projects that meet any applicable terms and conditions of the Agreement. The Ministry, may, at its sole discretion, approve any or all projects submitted by the Recipient for the Eligible Projects List.

## **C2.0 TIMELINES**

**C2.1 Timelines.** The Recipient will complete any Eligible Project it chooses to implement no later than December 30, 2020.

## **C3.0 CHANGES TO THE ELIGIBLE PROJECTS**

**C3.1 Changes to the Eligible Projects List.** Subject to Section C3.2 (Amending Agreement for Changes to the Eligible Projects List) and unless the Province agrees otherwise, the Recipient can request changes to the Eligible Projects List:

- in the case of the first Funding Year, by February 1, 2018; and
- in the case of Funding Years subsequent to the first Funding Year, by May 1 and October 1.

**C3.2 Amending Agreement for Changes to the Eligible Projects List.** Any change made to the Eligible Projects List, pursuant to section C3.1 (Changes to the Eligible Projects List), must be documented through a written agreement executed as set out in section 4.3 (Execution of Amending Agreements - Exceptions).

**SUB-SCHEDULE "C.1"**  
**ELIGIBLE PROJECTS LIST**

**Ontario Municipal Commuter Cycling (OMCC) Program**  
**2017 Application - Kawartha Lakes**  
**Potential Eligible Project List**

ELIGIBLE PROJECT TITLE	ELIGIBLE PROJECT DESCRIPTION	ELIGIBLE PROJECT LOCATION	POTENTIAL START DATE	POTENTIAL COMPLETION DATE	POTENTIAL COMMUTER RIDERSHIP	COMMUTER OR FREQUENT CYCLING BENEFITS
4 Bike Repair and Tire pump stations	4 stations with tools for bike repair and pumps to pump up tires	4 Locations in Bobcaygeon see attached section of AT Plan	Jun-18	Aug-18	200	provides bike commuters with end of commute bike repair facilities
4 Bike Corrals	4 Bike Corrals for bike parking in Downtown Bobcaygeon	four parking spaces to be replaced with the bike corrals in Downtown Bobcaygeon	18-Jun	18-Aug	200	Provides bike commuters with end of commute bike parking areas in the downtown

## **SCHEDULE “D”**

### **DESCRIPTION OF ANNUAL ALLOCATIONS**

#### **D1.0 ANNUAL ALLOCATIONS**

- D1.1 Annual Declaration of OMCC Participation.** The Recipient will provide to the Province, on or before the Effective Date and annually thereafter, regardless of whether or not the Recipient chooses to participate in the OMCC Program in any Funding Year, an Annual Declaration of OMCC Participation in the form set out in Sub-schedule “D.2” (Form of Annual Declaration of OMCC Participation).
- D1.2 Province’s Review and Approval of Annual Declaration of OMCC Participation.** Upon receipt, the Province will review the Annual Declaration of OMCC Participation, together with any other declarations, reports or documents received from the Recipient pursuant to the Agreement, and may take one of the following actions: 1) approve it; 2) request for it to be modified and resubmitted for approval; or 3) refuse to approve it. Upon approval, at the Province’s sole discretion, Sub-schedule “D.1” (Table of Annual Allocations) will be amended and the Table of Annual Allocations deleted and replaced with a new table to capture any required changes.
- D1.3 Annual Allocation Maximum Amount.** The Annual Allocation in any Funding Year will be up to the amount set out in the updated Table of Annual Allocations, pursuant to section D1.2 (Province’s Review and Approval of Annual Declaration of OMCC Participation), for that Funding Year.

#### **D2.0 CHANGES TO ANNUAL ALLOCATIONS**

- D2.1 Changes to Annual Allocations.** Subject to section D2.2 (Amending Agreement for Changes to Annual Allocations), the Parties agree that changes including, without limitation, the deletion and replacement of the Table of Annual Allocations in Sub-schedule “D.1” (Table of Annual Allocations) on a yearly basis pursuant to section D1.2 (Province’s Review and Approval of Annual Declaration of OMCC Participation) will be made to the Annual Allocations.
- D2.2 Amending Agreement for Changes to Annual Allocations.** Any change made to the Annual Allocations, pursuant to section D2.1 (Changes to Annual Allocations), must be documented through a written agreement executed as set out in section 4.3 (Execution of Amending Agreements - Exceptions).

**SUB-SCHEDULE "D.1"**  
**TABLE OF ANNUAL ALLOCATIONS**

FUNDING YEAR	PARTICIPATION IN THE OMCC PROGRAM FOR THE FUNDING YEAR (YES/NO)	ANNUAL ALLOCATION FOR THE PROJECTS	RECIPIENT CONTRIBUTION	OTHER FINANCIAL CONTRIBUTION
<b>2017-2018</b>	YES	\$ 25,000.00		
<b>2018-2019</b>				
<b>2019-2020</b>				
<b>2020-2021</b>				
<b>TOTAL</b>		\$ 25,000.00		



**SUB-SCHEDULE “D.2”  
FORM OF ANNUAL DECLARATION OF OMCC PARTICIPATION**

**ANNUAL DECLARATION OF OMCC PARTICIPATION**

**TO:** Transportation Policy Branch  
Ontario Ministry of Transportation  
777 Bay Street, 30<sup>th</sup> Floor  
Toronto, ON M7A 2J8  
Telephone: 1-844-671-7438  
Facsimile: (416) 585-7204  
E-mail: cycling@ontario.ca

**FROM:** Name/Title: **[Enter the name and title of the authorized representative of the Recipient.]**  
Address: **[Enter the address of the authorized representative of the Recipient.]**  
Telephone: **[Enter the telephone number of the authorized representative of the Recipient.]**  
Facsimile: **[Enter the facsimile number of the authorized representative of the Recipient.]**  
Email: **[Enter the email address of the authorized representative of the Recipient.]**

**RE: Ontario Municipal Commuter Cycling Program (“OMCC Program”) - Annual Declaration of OMCC Participation**

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In the matter of the Ontario Municipal Commuter Cycling (OMCC) Program Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the **[Enter the legal name of the municipality.]** (the “Recipient”), on \_\_\_\_\_, \_\_\_\_\_ (the “Agreement”).

I, \_\_\_\_\_ **[Enter the name and title of the authorized representative of the Recipient listed in Schedule “B” (Recipient Information).]**, having made such inquiries as I have deemed necessary for this declaration, hereby certify that to the best of my knowledge, information and belief:

1. The Recipient will participate in the OMCC Program for the **[Enter the Funding Year.]** and requests funding for each of the projects listed in this declaration.

2. The Recipient has a population, as indicated in the applicable box at the end of each of the following statements:

a) of 15,000 individuals or greater.

☐ yes

☐ no

b) less than 15,000 individuals.

☐ yes

☐ no

3. The Recipient, as indicated in the applicable box at the end of each of the following statements:

a) has a municipal council approved cycling plan, a copy of which can be accessed at **[Enter the link.]** or is attached to this declaration, or both, and all the projects listed in this declaration for consideration for OMCC funding are supported by this plan.

☐ yes

☐ no

b) if the Recipient's answer under a) above is no, will develop a cycling plan. Once the municipal council has approved the plan, the Recipient will submit a copy of it to the Province. The Recipient will then also provide to the Province a list of projects supported by the plan for the Province's consideration for OMCC funding.

☐ yes

☐ no

4. If the Recipient has a population of 15,000 individuals or greater, the Recipient has not and will not use OMCC Funds for any project until the municipal council has approved the cycling plan under which the project is supported, and the Province has approved and added the project on the Eligible Projects List.
5. The Recipient is submitting the following projects for the Province's consideration for OMCC funding for the **[Enter the Funding Year.]**:

PROJECT TITLE	PROJECT LOCATION AND LENGTH	POTENTIAL START DATE	POTENTIAL COMPLETION DATE	CURRENT ESTIMATED WEEKDAY RIDERSHIP IN PROJECT AREA	POTENTIAL COMMUTER RIDERSHIP OF COMPLETED PROJECT	COMMUTER OR FREQUENT CYCLING BENEFITS	MAJOR ORIGIN/ DESTINA- TION	POTENTIAL VEHICLE TRIP REDUCTION

Declared at \_\_\_\_\_ (city), in the Province of Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Signatures)

\_\_\_\_\_  
Name:

Title:

\_\_\_\_\_  
Witness Name:

Title:

## **SCHEDULE “E” ELIGIBLE AND INELIGIBLE COSTS**

### **E1.0 DEFINITION**

**E1.1 Definition.** For the purposes of this Schedule “E” (Eligible and Ineligible Costs):

**“Eligible Costs Date of Effect”** means:

- (a) the Effective Date; or
- (b) in the case of the 2017-18 Funding Year for Eligible Projects included in applications submitted by September 8, 2017, May 30, 2017.

### **E2.0 ELIGIBLE COSTS**

**E2.1 Eligible Costs Date of Effect.** Eligible Costs can begin to accrue as of the Eligible Costs Date of Effect.

**E2.2 Scope of Eligible Costs.** Eligible Costs are the direct capital costs which are, in the Province’s opinion, properly and reasonably incurred and paid by the Recipient for the design and construction of an Eligible Project. Eligible Costs include, unless the Province otherwise provides in writing, only the following capital costs that are directly attributable to the commuter cycling component of the Eligible Project:

- (a) municipal council approved initial cycling plan and any update to the initial plan, up to a maximum of 80% of the total Funds to be provided under the Agreement towards the Eligible Costs of the Projects;
- (b) municipal council approved active transportation plan, up to a maximum of 80% of the total Funds to be provided under the Agreement towards the Eligible Costs of the Projects;
- (c) design and engineering;
- (d) materials to construct an Eligible Project;
- (e) labour to construct an Eligible Project; and
- (f) costs not listed in paragraphs E2.2 (a), (b), (c), (d) and (e) that the Province considers necessary for the successful implementation of an Eligible Project and which have received the prior written approval of the Province.

## **E3.0 INELIGIBLE COSTS**

**E3.1 Scope of Ineligible Costs.** Unless a cost is considered an Eligible Cost pursuant to Article E2.0 (Eligible Costs), all other costs will be considered an Ineligible Cost. Without limitation, indirect costs listed in section E3.2 (Indirect Costs), the costs that are over and above the OMCC Program scope listed in section E3.3 (Costs Above Projects Scope), and the following costs will be considered, at the sole discretion of the Province, Ineligible Costs:

- (a) planning costs;
- (b) data collection;
- (c) tourism cycling infrastructure;
- (d) recreation cycling infrastructure;
- (e) low frequency cycling infrastructure;
- (f) multi-use infrastructure, unless it is primarily for commuter cycling and not primarily for other cycling, active transportation or other modes of transportation;
- (g) planning;
- (h) property acquisition, property costs, ancillary property acquisition costs and any interest in land;
- (i) administration/overhead by the Recipient, municipal staff and municipal project management;
- (j) legal;
- (k) maintenance or minor capital improvements to existing commuter cycling infrastructure;
- (l) landscaping;
- (m) maintenance work;
- (n) roadway works (if constructed at the same time as the Eligible Project, only the Eligible Project's Eligible Costs will be funded);
- (o) operational costs;
- (p) data collection required for the Usage Data Report;
- (q) communications events, including educational or promotional signage;
- (r) roadway lighting not specifically for commuter cycling infrastructure;
- (s) end of route or in-route support facilities, including but not limited to showers, change rooms, benches for resting;
- (t) data collection (other than capital costs associated with purchasing automatic bicycle counters) costs;
- (u) Recipient's regular business costs;
- (v) environmental assessment and other approval costs;
- (w) storage costs for projects which extend for more than one year;
- (x) financing charges;
- (y) pedestrian-only or motor vehicle infrastructure;
- (z) GIS mapping;
- (aa) in-kind contributions, including labour and materials;
- (bb) work initiated prior to May 30, 2017;

- (cc) non-commuter cycling infrastructure or other works located on or adjacent to the Eligible Project that is part of an Eligible Project;
- (dd) addition/modification of roadways, intersections or turning lanes for motor vehicles and that are not part of an Eligible Project;
- (ee) infrastructure additions/modifications that do not increase commuter cycling (e.g., decorative lighting and paving); and
- (ff) any other costs which are not specifically listed as Eligible Costs in section E2.2 (Scope of Eligible Costs) and which, in the opinion of the Province, are considered to be ineligible.

**E3.2 Indirect Costs.** Without limitation, the following indirect costs are Ineligible Costs and are not eligible for funding under the OMCC Program:

- (a) applying for provincial funding;
- (b) OMCC Program evaluation and audit, unless otherwise explicitly set out in the Agreement;
- (c) office space in a facility, including a maintenance and storage facility;
- (d) obtaining necessary approvals, licenses or permits where the Recipient is the entity providing the approval, license or permit;
- (e) costs associated with planning studies and project planning, other than those specified in the Eligible Projects List, including the Recipient's Official Plan and Transportation Master Plan;
- (f) salaries and other employment benefits of any employees, overhead costs as well as other direct or indirect operating or administrative costs of the Recipient, and more specifically these costs as related to planning, engineering, architecture, supervision, management and other services provided by the Recipient's permanent staff and funded under the Recipient's operating budget;
- (g) any activities that are part of the regular operation and maintenance of municipal assets, including operation and maintenance costs related to the Projects;
- (h) carrying costs incurred on the funding share of any funding partner;
- (i) municipal staff travel;
- (j) litigation costs, including any litigation costs, incurred by the Recipient in proceedings against the Province or the Recipient;
- (k) costs not expressly approved by the Province; and
- (l) refundable portion of the Harmonized Sales Tax (HST) or other taxes and fees.

**E3.3. Costs Above Projects Scope.** The Province will not fund expenditures related to activities undertaken as part of the Projects that are over and above the scope

of the Projects on the Eligible Projects List. These costs include, but are not limited to:

- (a) upgrading municipal services and utilities;
- (b) relocating municipal services and utilities unless specifically required for the Eligible Project;
- (c) upgrades to materials beyond pre-existing municipal standards; and
- (d) costs for Eligible Projects not completed by December 30, 2020.

## **SCHEDULE “F” REPORTING AND EVALUATION**

### **F1.0 ANNUAL FINANCIAL REPORTS**

- F1.1 Annual Financial Reports.** Unless the Province otherwise specifies in writing to the Recipient, the Recipient will submit to the Province an Annual Financial Report, in the form provided in section F5.3 (Form of Annual Financial Reports), on or before January 28 of each Funding Year. The Annual Financial Report will:
- (a) be certified by the senior financial officer of the Recipient listed in Schedule “B” (Recipient Information), and identify any actual or potential financial issues in carrying out any of Eligible Projects, and corresponding mitigating strategies;
  - (b) account for all Eligible Costs incurred for each Eligible Project completed or in the process of being completed, and include appropriate confirmation that the Recipient has provided its 20% share of Eligible Costs for each Eligible Project;
  - (c) declare any interest earned on the Funds and the use of that interest for the implementation of any Eligible Project; and
  - (d) include, if required pursuant to section I3.1 (Requirements for Aboriginal Consultation Record), an Aboriginal Consultation Record and any update to it.

### **F2.0 ANNUAL IMPLEMENTATION REPORTS**

- F2.1 Annual Implementation Reports.** Unless the Province specifies otherwise in writing to the Recipient, the Recipient will submit to the Province an Annual Implementation Report, in the form provided in section F5.2 (Form of Annual Implementation Reports and Final Report) certified by the senior financial officer of the Recipient identified in Schedule “B” (Recipient Information) and a professional engineer, identifying any actual or potential project, its current status and implementation issues in carrying out any Eligible Project and corresponding mitigating strategies, on or before January 28 in each Funding Year.
- F2.2 Annual Eligible Projects Declaration.** The Recipient will submit, together with each Annual Implementation Report, an Annual Eligible Projects Declaration in accordance with Article J3.0 (Annual Eligible Projects Declaration).

### **F3.0 FINAL REPORT**



**F3.1 Final Report.** Unless the Province otherwise specifies in writing to the Recipient, the Recipient will submit to the Province a Final Report, in the form provided in section F5.2 (Form of Annual Implementation Reports and Final Report), on or before February 28, 2021.

**F3.2 Aboriginal Consultation Reporting.** The Final Report will also include, if required pursuant to section I3.1 (Requirements for Aboriginal Consultation Record), an Aboriginal Consultation Record, as defined in section I1.1 (Definitions), and any update to it.

#### **F4.0 USAGE DATA REPORTING**

##### **F4.1 Completion of post-project Evaluation.**

- (a) Unless the Province otherwise agrees, at its sole discretion and in writing, the Recipient agrees to conduct a post-project evaluation of each Eligible Project for the first 24 months after each Eligible Project is opened for use.
- (b) The purpose of the post-project evaluations in paragraph (a) is to assist the Province in assessing the increase in commuter cycling resulting from each Eligible Project and the resultant GHG benefits.

##### **F4.2 Usage Data Reports.**

- (a) An Eligible Projects Usage Data Report will be submitted after each Eligible Project within 30 days of completing the required counts.
- (b) The Recipient will submit to the Province a Final Usage Data Report that summarizes all Eligible Projects Usage Data Reports no later than 60 days after March 31, 2023. Despite the above, if all of the data collection requirements in the Agreement have been met, the Recipient can submit the Final Usage Data Report earlier.
- (c) The Recipient will, in accordance with section F4.3 (Required Counts for an Eligible Projects Usage Data Report) and for the purpose of the Usage Data Reports, count the number of cyclists using the infrastructure built for each Eligible Project.
- (d) For each collection period, the Recipient will specify the day of the week, date and time of day the count was conducted, as well as the weather conditions at the time of the count.
- (e) The Recipient must submit two Eligible Projects Usage Data Report for each Eligible Project, one for first 12 months of operation and one for the

second 12 months of operation.

- (f) If the Recipient already has an established counting program, the Recipient can use it and submit extra data.

**F4.3 Required Counts for an Eligible Projects Usage Data Report.** The Recipient will collect the data for an Eligible Projects Usage Data Report using the following counting methods:

**Automated Counters (Permanent and Portable)**

- (a) If automated counters are installed for any Eligible Project, the Recipient will collect data for that Eligible Project using the automated counters.
- (b) The Recipient will collect data, under (a) above, on a 24-hour daily continuous basis for the timeframes specified in F4.4 (Data Collection Timeframe).

**Manual Counts**

If manual counts are carried out for a completed Eligible Project, the Recipient agrees to complete 3 counts in the same month for the timeframes specified in F4.4 (Data Collection Timeframe) as follows:

- (a) one count on a Tuesday, Wednesday or Thursday between 07:00 and 10:00;
- (b) a second count on the Tuesday, Wednesday or Thursday used for paragraph F4.3(a) for any two consecutive hours between 15:00 and 19:00; and
- (c) a third count on the Saturday preceding or following the counts in paragraphs F4.3(a) and (b) between 12:00 and 14:00.

**F4.4 Data Collection Timeframe.** The Recipient will collect data for the Usage Data Report after Substantial Completion of each Eligible Project. The Recipient will submit an Eligible Projects Usage Data Report for that Eligible Project to the Province..

**Automated Counters (Permanent and Portable)**

- (a) Recipients with automated counters will collect data for 24 consecutive months after an Eligible Project is opened for use, and aggregate those data as directed by the Province.
- (b) Recipients with permanent automated counters on the site of an Eligible

Project will collect data continuously for the first 24 months.

- (c) Recipients with portable automated counters, whether purchased with Funds or not, will collect data continuously 24 hours per day for seven consecutive days, twice in the first 12 months of operation at least five months apart, and twice in the second 12 months of operation at least five months apart..

### **Manual Counts**

- (a) The Recipient will collect data as follows:
  - (i) If the Recipient's population is less than 15,000 individuals, the Recipient will collect data in September and May or July of each year for 24 months.
  - (ii) If the Recipient's population is 15,000 individuals or greater, the Recipient will collect data once per season (4 times per year) for 24 months.

**F4.5 Costs.** The Recipient will be responsible for its own costs in relation to the data collection, and the preparation and submission of the Usage Data Report.

## **F5.0 ADMINISTRATIVE PROCEDURE AND FORM**

**F5.1 Administrative Procedures.** The Recipient will, when submitting Reports, follow the administrative procedures specified by the Province.

**F5.2 Form of Annual Implementation Reports and Final Report.** The Annual Implementation Reports and Final Report will be in a form satisfactory to the Province and will include all of the following:

- (a) a detailed description and status of work for each Eligible Project, whether under development or completed, for which Funds will be or have been used, including photographs;
- (b) projected completed date of each Eligible Project under construction or for which Funds are projected to be used to complete the Eligible Project by December 30, 2020;
- (c) how the communications requirements set out in Schedule "G" (Communications Protocol) have been implemented or applied in the Funding Year;
- (d) copies of certificates of Substantial Completion for each Eligible Project;

- (e) a warrant for each Eligible Project that any required approval including, without limitation, land approval has been obtained and complied with;
- (f) details of how the objectives of the Province have been met;
- (g) if required pursuant to section I3.1 (Requirements for Aboriginal Consultation Record), an Aboriginal Consultation Record, as defined in section I1.1 (Definitions), and any update to it; and
- (h) any other information respecting the Projects the Province may, at its sole discretion, request.

**F5.3 Form of Annual Financial Report.** The Annual Financial Report will be in a form satisfactory to the Province and will include all of the following:

- (a) the Funds spent on each Eligible Project;
- (b) Eligible Costs of each Eligible Project;
- (c) funding provided by the Recipient and received from third party sources for each Eligible Project;
- (d) the amount of Funds in the interest bearing account at the beginning and end of each Funding Year;
- (e) the interest earned on the Funds and the use of the interest for the Eligible Costs of Eligible Projects;
- (f) Funds remaining in the interest bearing account by December 30, 2020; and
- (g) details on how the Province's interests, with respect to climate change by reducing vehicle trips and GHGs through increased commuter cycling, have been met.

## **F6.0 PUBLIC DOCUMENTS**

**F6.1 Public Documents.** The Recipient acknowledges and agrees that the Reports and any other report will be public documents.

## **F7.0 CHANGES TO REPORTING**

- F7.1 **Changes to the Reporting.** Subject to section F7.2 (Amending Agreement for Changes to the Reporting), the Parties agree that changes, as determined by the Province at its sole discretion, may be made to the reporting.
- F7.2 **Amending Agreement for Changes to the Reporting.** Any change made to the reporting, pursuant to section F7.1 (Changes to the Reporting), must be documented through a written agreement executed as set out in section 4.3 (Execution of Amending Agreements - Exceptions).

## **SCHEDULE “G” COMMUNICATIONS PROTOCOL**

### **G1.0 PURPOSE**

- G1.1 **Purpose.** This Schedule “G” (Communications Protocol) describes the Recipient’s responsibilities and financial obligations involved in communications activities and products to recognize the contributions of the Government of Ontario and the Recipient.

### **G2.0 GENERAL PRINCIPLES**

- G2.1 **Promotion.** The Recipient must promote each Eligible Project when opened for use by cyclists through communications activities and products as being funded by the province through Climate Action Plan funding. The Recipient must also promote that each Eligible Project’s purpose is to support GHG reduction by supporting increase commuter cycling.
- G2.2 **Joint Communications.** The Recipient agrees to obtain the Province approval for all communications products and to undertake joint communications activities and collaborate on products to ensure open, effective, and proactive communications.
- G2.3 **Recognition and Prominence.** Unless the Province specifies otherwise, the financial contribution of the Province will receive equal recognition and prominence in any Eligible Project related communications, including when logos, symbols, flags, and other types of identification are incorporated into events signs.
- G2.4 **Announcements and Ceremonies.** All announcements and ceremonies will be organized jointly with equal participation from the Recipient and the Province.
- G2.5 **Electronic Media.** All communications through electronic media such as web sites or management information systems are subject to the terms and conditions of this Schedule “G” (Communications Protocol).
- G2.6 **Communications Protocol and Other Requirements.** All events and signage will follow the communications protocols set out in this Schedule “G” (Communications Protocol) and any other requirements that may be specified by the Province from time to time.
- G2.7 **Approval of Province.** All communications must reference the Government of Ontario and must be submitted a minimum of 15 days in advance and approved by the Province prior to release.

### **G3.0 PROJECT COMMUNICATIONS**

G3.1 **General.** All written communications concerning the Agreement and any Eligible Project will be prepared in a manner that supports the communications objectives and branding of each Party to the Agreement.

G3.2 **Provincial Funding Statement.** All public information material made by the Recipient concerning the Agreement and any Eligible Projects will clearly indicate that the Eligible Project is partially funded by the Government of Ontario.

#### **G3.3 Project Promotion.**

- (a) The Recipient is responsible for the promotion and its activities and objectives within their jurisdiction. The Recipient will provide for each Eligible Project, as appropriate, project communications such as: a project web site, print, audiovisual and other communications about the Eligible Project as it proceeds. The Recipient will inform the Province of any such promotional communication a minimum of 15 days before it takes place. The Recipient will also ensure appropriate recognition of the Province's contribution in annual reports, speeches or other opportunities, as appropriate.
- (b) The Recipient is solely responsible for operational communications including calls for tender, construction, design, property, emergency and public safety notices.
- (c) The Recipient will share information promptly with the Province on significant emerging media and stakeholder issues concerning the Agreement and any Eligible Project. The Province will advise the Recipient, where appropriate, about media inquiries.
- (d) The Recipient and the Province reserve the right to refer to the Funding provided in their own separate, and non-OMCC Program specific communications. Each commits to acknowledging the other's involvement in the OMCC Program.
- (e) The Recipient will provide, whenever possible, professional quality audio-visual material about each Eligible Project to the Province to support wider communications about the provincial funding.

### **G4.0 COMMUNICATING WITH THE PUBLIC**

#### **G4.1 General.**

- (a) The Recipient will provide Notice to and consult with the Province, a

minimum of 15 days in advance, about all proposed news releases, new media communications activities, or public announcements relating to any Eligible Project. This is to provide the Province with sufficient notice of key communications and, if the Province so desires, the time that is necessary to determine a course of action, line up principals and prepare joint material. Notwithstanding the advance Notice requirement, the Province will not unreasonably withhold its consent if the Recipient must issue a news release or public announcement in less than 15 days due to unforeseeable circumstances, including matters of public safety or the need for emergency response.

- (b) The Recipient will advise the Province regularly of upcoming public events or community relations activities relating to the Agreement. The Recipient commits to acknowledging the Province's involvement.
- (c) The Province will monitor the Recipient's performance with respect to the communications provisions of the Agreement and order appropriate remedies, as it sees fit, where deficiencies are found.
- (d) In the event of an election call that affects a riding that a completed Eligible Project is located in, whether federal, provincial or municipal, no public announcements will be permitted. For clarification, this does not include announcements and communications made under paragraph G3.3(b).

**G4.2 Signing of the Agreement.** The Recipient and the Province may issue a joint news release when the Agreement is signed. The Recipient and the Province agree to hold, where appropriate, an official ceremony on this occasion.

**G4.3 Public Information Kits.** The Recipient and the Province may develop joint information kits, brochures, public reports, new media products, and web site material to inform the public about the OMCC Program and any Eligible Project. Such material will be prepared in a manner consistent with this Schedule "G" (Communications Protocol) and any core messages developed by the Recipient or the Province. The choice of colour will be neutral in nature and not identified with any political party.

**G4.4 News Releases.** The Recipient and the Province will issue joint news releases at relevant times in the life of each Eligible Project. In all such news releases, the Recipient and the Province will receive equal prominence and all will mutually agree on the use of quotes from the designated representatives of the Province or the Recipient in the news releases.

**G4.5 News, Conferences, Public Announcements, Official Events or Ceremonies.**

- (a) The Recipient and the Province agree to hold news conferences at the



request of the other. The designated representative of each of the Recipient and the Province will be provided the opportunity to participate in such news conferences.

- (b) No public announcement relating to any Eligible Project, with the exception of those Notices described in paragraph G3.3(b), will be made by the Recipient without the prior consent of the Province.
- (c) The Recipient and the Province will cooperate in the organization of announcements or ceremonies. Messages and public statements for such events should be mutually agreed upon. The Province may recommend special events and ceremonies be held where and when appropriate.

#### **G4.6 Signage.**

- (a) Prior to initiating construction and after the signing of the Agreement, the Recipient agrees to produce and erect temporary signage acknowledging the Province's contribution to each Eligible Project. The signage will be at least equivalent in size and prominence to the Recipient's and other contributors' signage. The signage will remain in place until 90 days after construction is completed.
- (b) The Recipient will provide and install, upon completion of each Eligible Project, where feasible, a plaque, permanent sign or other suitable identifier bearing an appropriate inscription. The design, wording and specifications of such permanent signs will respect the general provisions of the Agreement for two years after the completion of the Eligible Project.
- (c) Except for signage acknowledging any Eligible Project funding, traffic control, safety devices, contractor signage, retail signage or normal construction related signage, no additional signage will be erected at each site by the Recipient.

**G4.7 Communications Events.** Subject to the terms of the Agreement, the Recipient or the Province may, at its own costs and upon 90 days Notice to the other Party prior to the event, carry out project-related communications events, including educational and promotional signage.

**G4.8 Joint Communications Events.** If the Parties agree to carry out a joint communications event, the costs of such event will be shared equally between the Province and the Recipient.

**G4.9 Monitoring and Compliance.** The Province will monitor the Recipient's compliance with this Schedule "G" (Communications Protocol), and may, at its discretion, advise the Recipient of issues and required adjustments.

## SCHEDULE “H” DISPOSAL OF AND REVENUES FROM ASSETS

### H1.0 DEFINITION

H1.1 **Definition.** For the purposes of this Schedule “H” (Disposal of and Revenues from Assets):

“**Local Government**” means a single-tier, lower-tier or upper-tier municipality established by or under an Ontario provincial statute, and also includes a municipal service corporation established by such a single-tier, lower-tier or upper-tier municipality.

### H2.0 DISPOSAL OF ASSETS

H2.1 **Payment If Early Disposal.** The Recipient undertakes to notify the Province in writing, 180 days in advance, if at any time on or before December 30, 2031, the Recipient proposes to sell, lease, encumber or use any Asset in a manner other than described in the Agreement, or otherwise dispose of, directly or indirectly, any Asset other than to the Province, a Local Government or a Crown agent of the Province. Upon disposal of the Asset, the Recipient hereby undertakes to pay an amount equal to the percentage of Funds received from the Province for the Asset, forthwith on demand, as set out in the table below:

DISPOSAL PERIOD	PERCENTAGE OF FUNDS (IN CURRENT DOLLARS)
On or before December 30, 2022	100%
After December 30, 2022 and on or before December 30, 2025	75%
After December 30, 2025 and on or before December 30, 2029	50%
After December 30, 2029 and on or before December 30, 2031	25%
After December 30, 2031	0%

## SCHEDULE “I” ABORIGINAL CONSULTATION PROTOCOL

### I1.0 DEFINITIONS

I1.1 **Definitions.** For the purposes of this Schedule “I” (Aboriginal Consultation Protocol):

“**Aboriginal Consultation Plan**” means the Aboriginal Consultation Plan described in section I2.1 (Development of Plan).

“**Aboriginal Consultation Record**” means a document that records and describes, as the Province may require, the consultation activities carried out during the Project and the results of that consultation.

“**Aboriginal Community**” includes First Nation, Métis and Inuit communities or peoples of Canada.

### I2.0 ABORIGINAL CONSULTATION PLAN

I2.1 **Development of Plan.** The Province, based on the scope and nature of the Project, may require the Recipient to, in consultation with the Province, develop and comply with an Aboriginal consultation plan (“**Aboriginal Consultation Plan**”).

I2.2 **Procedural Aspects of Consultation.** If consultation with Aboriginal Communities is required, the Province may:

- (a) delegate certain procedural aspects of the consultation to the Recipient; and
- (b) provide the Recipient with an initial list of the communities the Recipient may consult.

I2.3 **Provision of Plan to Province.** If, pursuant to section I2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

I2.4 **Changes to Plan.** The Province, in the Province’s sole discretion and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

### **I3.0 ABORIGINAL CONSULTATION RECORD**

- I3.1 Requirements for Aboriginal Consultation Record.** If consultation with Aboriginal Communities is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to paragraph F1.1(d), subsection F3.2 (Aboriginal Consultation Reporting) and paragraph F5.2(g).

### **I4.0 RESPONSIBILITIES OF THE RECIPIENT**

- I4.1 Notification to and Direction from the Province.** The Recipient will immediately notify the Province:

- (a) of contact by any Aboriginal Communities regarding the Project; or
- (b) if any Aboriginal archaeological resources are discovered in the course of the Project,

and, in either case, the Province may direct the Recipient to take such actions as the Province may require. The Recipient will comply with the Province's direction.

- I4.2 Direction from the Province and Contracts.** The Recipient will provide in any Contract and Partner Agreement for the Recipient's right and ability to respond to direction from the Province as the Province may provide in accordance with section I4.1 (Notification to and Direction from the Province).

## **SCHEDULE “J” CERTIFICATES AND DECLARATIONS**

### **J1.0 PROCEDURES**

- J1.1 **Procedures.** The Recipient agrees that this Schedule “J” (Certificates and Declarations) will apply to the Projects.

### **J2.0 ANNUAL FUNDING CERTIFICATES**

- J2.1 **Timing and Documents.** The Recipient will submit Annual Funding Certificates to the Province, in the form provided in Sub-schedule “J.1” (Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Funding Certificate), signed by the senior financial of the Recipient identified in Schedule “B” (Recipient Information) and completed to the Province’s satisfaction, attesting, amongst other matters, that all Funds have been spent on Eligible Projects and Eligible Costs.
- J2.2 **Timing of Annual Funding Certificate.** The Recipient will submit an Annual Funding Certificate to the Province, together with the Annual Financial Report, in each Funding Year.

### **J3.0 ANNUAL ELIGIBLE PROJECTS DECLARATION**

- J3.1 **Timing and Documents.** The Recipient will submit an Annual Eligible Projects Declaration to the Province, in the form provided in Sub-schedule “J.2” (Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Eligible Projects Declaration), signed by an approved Recipient representative and completed to the satisfaction of the Province.
- J3.2 **Timing of Annual Eligible Projects Declaration.** The Recipient will submit the Annual Eligible Projects Declaration as a component of the Annual Implementation Report to the Province.

### **J4.0 SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION**

- J4.1 **Timing and Documents.** The Recipient will submit to the Province, in the form provided in Sub-schedule “J.3” (Ontario Municipal Commuter Cycling (OMCC) Program Form of Solemn Declaration of Substantial Completion), a Solemn Declaration of Substantial Completion for each Eligible Project. The Recipient will include all of the documentation required in the Solemn Declaration of Substantial Completion and fully complete and execute the declaration.

J4.2 **Submission of Declarations of Substantial Completion.** The Recipient will submit the declaration(s) in each Funding Year as attachment(s) to the Annual Implementation Reports.

## **J5.0 FINAL ADJUSTMENTS**

J5.1 **Final Adjustments.** After the Recipient has submitted its Final Report and before the Expiry Date, the Parties will jointly carry out a final reconciliation of all Funds in respect of the Project and make any adjustments required in the circumstances.

**SUB-SCHEDULE "J.1"**  
**ONTARIO MUNICIPAL COMMUTER CYCLING (OMCC) PROGRAM**  
**FORM OF ANNUAL FUNDING CERTIFICATE**

**ANNUAL FUNDING CERTIFICATE**

**TO:** Transportation Policy Branch  
Ontario Ministry of Transportation  
777 Bay Street, 30<sup>th</sup> Floor  
Toronto, ON M7A 2J8  
Telephone: 1-844-671-7438  
Facsimile: (416) 585-7204  
E-mail: cycling@ontario.ca

**FROM:** Name/Title: **[Enter the name and title of the Senior Financial Officer of the Recipient.]**  
Address: **[Enter the address of the Senior Financial Officer of the Recipient.]**  
Telephone: **[Enter the telephone number of the Senior Financial Officer of the Recipient.]**  
Facsimile: **[Enter the facsimile number of the Senior Financial Officer of the Recipient.]**  
Email: **[Enter the email address of the Senior Financial Officer of the Recipient.]**

**ON BEHALF OF:** **[Enter the Recipient's name.]**

**RE:** **Ontario Municipal Commuter Cycling (OMCC) Program - Annual Funding Certificate**

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In the matter of the Ontario Municipal Commuter Cycling (OMCC) Program Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the **[Enter the legal name of the municipality.]** (the "Recipient"), on \_\_\_\_\_, \_\_\_\_\_ (the "Agreement").

I, \_\_\_\_\_ **[Enter the name and title of the senior financial officer of the Recipient listed in Schedule "B" (Recipient Information).]**, an authorized representative of the Recipient, having made such inquiries as I have deemed

necessary for this certificate, hereby certify that to the best of my knowledge, information and belief for Funding Year **[Enter the Funding Year.]**:

On and as of the date set out below:

1. Funds have only been expended on Eligible Projects listed on the Eligible Projects List, as described in Sub-schedule “C.1” (Eligible Projects List) of the Agreement, and the Eligible Projects funded this Funding Year are as listed in Appendix A (Eligible Projects for Funding Year) to this certificate.
2. Funds were solely used towards the Eligible Costs of implementing the Eligible Projects listed in Appendix A (Eligible Projects for Funding Year) to this certificate.
3. The Eligible Projects listed in Appendix A (Eligible Projects for Funding Year) to this certificate will be completed by December 30, 2020.
4. The work undertaken for Eligible Projects conforms with the requirements set out in paragraph A4.8(d) of Schedule “A” (General Terms and Conditions) of the Agreement to comply with industry standards.
5. Any Funds the Recipient received before the Recipient’s immediate need were placed in an interest bearing account in accordance with section A4.5 (Interest Bearing Account) of the Agreement, and any interest earned on the Funds is noted in Appendix A (Eligible Projects Funding Year) to this certificate and was used only as noted in the appendix.

Declared at \_\_\_\_\_ (city), in the Province of Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Signatures)

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Witness Name:

Title:

Title:



**APPENDIX A**  
**ELIGIBLE PROJECTS FOR FUNDING YEAR [Note: Enter the Funding Year.]**

FUNDING YEAR	ELIGIBLE PROJECT	ELIGIBLE PROJECT START DATE	ELIGIBLE PROJECT END DATE	ELIGIBLE COSTS		RECIPIENT FUNDS EXPENDED		FUNDING FROM OTHER SOURCES USED		TOTAL ELIGIBLE PROJECT COSTS
				\$	% of Funds	\$	% of Total Eligible Project Costs	\$	% of Total Eligible Project Costs	
Total										

**INTEREST ON FUNDS**

- (a) The interest earned on the Funds for the Funding Year to which this Annual Funding Certificate relates is **[\$x dollars]**.
- (b) The interest earned on the Funds since the Effective Date of the Agreement is **[\$x dollars]**.
- (c) The interest used towards the Eligible Costs of Eligible Projects in the Funding Year to which this Annual Funding Certificate relates is **[\$x dollars]**.
- (d) The interest used for the Eligible Costs of Eligible Projects since the Effective Date of the Agreement is **[\$x dollars]**.

**SUB-SCHEDULE “J.2”  
ONTARIO MUNICIPAL COMMUTER CYCLING (OMCC) PROGRAM  
FORM OF ANNUAL ELIGIBLE PROJECTS DECLARATION**

**ANNUAL ELIGIBLE PROJECTS DECLARATION**

**TO:** Transportation Policy Branch  
Ontario Ministry of Transportation  
777 Bay Street, 30<sup>th</sup> Floor  
Toronto, ON M7A 2J8  
Telephone: 1-844-671-7438  
Facsimile: (416) 585-7204  
E-mail: cycling@ontario.ca

**FROM:** Name/Title: [Enter the name and title of the authorized representative of the Recipient.]  
Address: [Enter the address of the authorized representative of the Recipient.]  
Telephone: [Enter the telephone number of the authorized representative of the Recipient.]  
Facsimile: [Enter the facsimile number of the authorized representative of the Recipient.]  
Email: [Enter the email address of the authorized representative of the Recipient.]  
Email: [Enter the email address of the authorized representative of the Recipient.]

**RE: Ontario Municipal Commuter Cycling Program - Annual Eligible Projects Declaration**

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In the matter of the Ontario Municipal Commuter Cycling (OMCC) Program Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the [Enter the legal name of the municipality.] (the “Recipient”), on \_\_\_\_\_, \_\_\_\_\_ (the “Agreement”).

I, \_\_\_\_\_ [Enter the name and title of the authorized representative of the Recipient listed in Schedule “B” (Recipient Information).], having made such inquiries as I have deemed necessary for this declaration, hereby certify that to the best of my knowledge, information and belief:

1. On and as of the date set out below:

- a. all representations and warranties contained in Article A2.0 (Representations, Warranties, and Covenants) of Schedule "A" (General Terms and Conditions) to the Agreement are true and correct;
- b. the Recipient is in compliance with all the terms and conditions of the Agreement and no event of default, as described in the Agreement, has occurred and is continuing;
- c. and prior to the Recipient having used any of the Funds for an Eligible Project, the Recipient has complied with all of the requirements set out in paragraphs A32.1(c)(i), (ii) and (iii).
- d. the Recipient has attached a valid certificate of insurance for the current Funding Year;
- e. the Recipient has attached the municipal council approved enabling by-law for the current Funding Year;
- f. the Recipient has met the 20% funding requirements for each Eligible Project implemented with Funds;
- g. the Recipient has complied with all provisions of the *Construction Lien Act* (Ontario) and is not aware of any claims for liens under that Act.

2. Funds were solely used towards the Eligible Costs of implementing the Eligible Projects listed on the Eligible Projects List

Declared at \_\_\_\_\_ (city), in the Province of Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Signatures)

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Witness Name:

Title:

Title:

**SUB-SCHEDULE “J.3”  
ONTARIO MUNICIPAL COMMUTER CYCLING (OMCC) PROGRAM  
FORM OF SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION**

**SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION**

**TO:** Transportation Policy Branch  
Ontario Ministry of Transportation  
777 Bay Street, 30<sup>th</sup> Floor  
Toronto, ON M7A 2J8  
Telephone: 1-844-671-7438  
Facsimile: (416) 585-7204  
E-mail: cycling@ontario.ca

**FROM:** Name/Title: [Enter the name and title of the professional engineer.]  
Address: [Enter the address of the professional engineer.]  
Accreditation: [Enter the accreditation number of the professional engineer.]  
Telephone: [Enter the telephone number of the professional engineer.]  
Facsimile: [Enter the facsimile number of the professional engineer.]  
Email: [Enter the email address of the professional engineer.]

**RE: Ontario Municipal Commuter Cycling Program - Solemn Declaration of Substantial Completion**

In the matter of the Ontario Municipal Commuter Cycling (OMCC) Program Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the [Enter the legal name of the municipality.] (the “Recipient”), on \_\_\_\_\_, \_\_\_\_\_ (the “Agreement”).

I, \_\_\_\_\_ [Enter the name and title of the professional engineer.], a professional engineer duly licensed in the Province of Ontario, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

On and as of the date set out below:

1. I am the \_\_\_\_\_ [Enter the title, department, or

**organization.],** and as such have knowledge of the matters set forth in this declaration.

2. The projects listed below in this declaration are listed in Sub-schedule "C.1" (Eligible Projects List) to the Agreement as Eligible Projects. These Eligible Projects have reached Substantial Completion, as defined in the Agreement, as follows:

ELIGIBLE PROJECT NAME	ELIGIBLE PROJECT DESCRIPTION	ELIGIBLE PROJECT LOCATION	SUBSTANTIAL COMPLETION DATE FOR THE ELIGIBLE PROJECT

3. The value of the Eligible Costs for substantially completed work on each Eligible Project listed in section 2 above is as noted below:

ELIGIBLE PROJECT NAME	ELIGIBLE COSTS FOR THE ELIGIBLE PROJECT	RECIPIENT'S CONTRIBUTION TOWARDS THE ELIGIBLE COSTS OF THE ELIGIBLE PROJECT

4. The work for all Eligible Projects described in this declaration:
- was supervised and inspected by qualified staff;
  - conforms with the plans, specifications and other documentation for the work;
  - conforms with the Environmental Laws (as defined in the Agreement), and appropriate mitigation measures have been implemented; and
  - conforms with the requirements set out in paragraph A4.8(d) of Schedule "A" (General Terms and Conditions) of the Agreement to comply with industry standards.

Declared at \_\_\_\_\_ (city), in the Province of Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Signatures)

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Witness Name:

Title:

Title:

# **The Corporation of the City of Kawartha Lakes**

## **By-Law 2018-**

### **A By-law to Amend By-Law 2016-009, being a By-Law to Provide Authority for the Execution of Certain Documents and Affix the Corporate Seal on Behalf of the City of Kawartha Lakes**

#### **Recitals**

1. Council adopted Resolution CR2018- on February 13, 2018 directing amendments to By-law 2016-009, being a By-Law to Provide Authority for the Execution of Certain Documents and Affix the Corporate Seal on Behalf of the City of Kawartha Lakes.
2. An amendment is required to the title of Section 5.03 to better reflect the intent of section 5.03, in that the signing authority is intended to encompass all leases.
3. This change requires an amendment to the original by-law.

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

#### **Section 1.00: Definitions and Interpretation**

All defined terms in the amending By-law take their meaning from By-law 2016-009 of the City of Kawartha Lakes.

#### **Section 2.00: Amendment Details**

- 2.01 **Amendment:** The title of section 5.03 is amended to remove the words “of City Property”

#### **Section 3.00: Administration and Effective Date**

- 3.01 **Administration of the By-law:** The City Clerk and Department Heads are 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 13<sup>th</sup> day of February, 2018.

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Andy Letham, Mayor

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Cathie Ritchie, City Clerk

## **The Corporation of The City of Kawartha Lakes**

### **By-Law 2018-\_\_\_\_**

## **A By-Law to Regulate the Disposition of Municipal Real Property in and for The Corporation of the City of Kawartha Lakes**

### **Recitals**

1. Section 270(1) of the Municipal Act, 2001, s.o. 2001, c. 25, as amended, requires every municipal Council to adopt and maintain policies with respect to its sale and other disposition of land.
2. Council of The City of Kawartha Lakes has established procedures, including those regarding the giving of notice to the public, governing the sale or other disposition of real property. Those procedures are set out in this By-law.

**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:

- (a) **“Candidate Appraiser”** means members of the Appraisal Institute of Canada who have completed the admission requirements of Appraisal Institute of Canada and are working under the supervision of a “Cosignature” and also participate in the Professional Liability Insurance Program of the Appraisal Institute of Canada.
- (b) **“CAO”** 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.
- (c) **“City”, “City of Kawartha Lakes” or “Kawartha Lakes”** means the Corporation of the City of Kawartha Lakes and includes its entire geographic area.
- (d) **“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*.

- (e) **“Class”** is used in this By-law to denote a type of property for the purposes of assigning procedures required for Disposition. Section 2.01 outlines the Classes of property used by the City.
- (f) **“Cosignature”** means personalized evidence indicating authentication of work performed by members of the Appraisal Institute of Canada as joint authors, where each is responsible for inspection, content, analysis and the conclusions in the report.
- (g) **“Council”** or **“City Council”** means the elected municipal council for the City.
- (h) **“CUSPAP”** means the Canadian Uniform Standards of Professional Appraisal Practice of the Appraisal Institute of Canada.
- (i) **“Disposition”** means for the purposes of this By-law:
  - the completion of an at arm’s length transfer including leases with a term of 21 years or more;
- (j) **“Easement”** means a registered or unregistered formal right to use property belonging to someone else.
- (k) **“Encroachment”** means permitted occupancy of land by buildings or structures, or parts of buildings or structures, which would be trespassing but for the permission.
- (l) **“Full Cost Recovery”** means all labour, equipment, material and any related overhead costs incurred by the City
- (m) **“Manager Realty 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 the CAO.
- (n) **“Property Disposition Task Force”** means The City Property Disposition Task Force. The City Property Disposition Task Force is a volunteer committee appointed by City Council which identifies land assets to be recommended as surplus to municipal needs and marketed for sale to the general public.
- (o) **“Security”** involves the pledging of an asset in order to secure a positive obligation. As an example, real property is sometimes acquired by the City as Security for a developer’s performance in accordance with the terms and conditions of a development agreement.



- (p) **“Real Property”** means any and all rights, interests or benefits in land.
- (q) **“Reserves”** are parcels of land, one foot or less in width, acquired in conjunction with an approval or decision under the *Planning Act*.

## **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.
- (c) 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.
- (d) References to items in the plural include the singular, as applicable.

**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: Classes of Property or Property Dispositions**

**2.01 Classes:** This section describes four classes of real property held by the City from time to time for the purposes of distinguishing procedures applicable in accordance with this By-law.

- (a) Class One: All real property which does not fall into any of the other classes set out in this section.
- (b) Class Two: Real property which is a highway or a road allowance, open or closed, travelled or un-travelled.
- (c) Class Three: Real property which, in the opinion of the Manager Realty Services, has no market value except as a lot addition to one or more abutting properties.
- (d) Class Four: Real property which is being held temporarily by the City as Security or a Reserve.

- 2.02 **Procedures:** Procedures for the Disposition of real property held by the City vary depending on the Class of property in question (as set out in Section 2.01)
- 2.03 **Exemption:** This By-law does not apply to the sale of property by the City pursuant to the Municipal Tax Sales Act.

### **Section 3.00: Procedures Concerning the Sale of Land in Class One**

- 3.01 **Declaration as Surplus:** Prior to the disposition of any parcel of land in Class One, the Council of the City shall, at a meeting open to the public, declare the land to be surplus and no longer required by the City for municipal purposes. These declarations can be revoked by the City at any time prior to a disposition of the same land.
- 3.02 **Considerations:** In determining whether or not any property is surplus to municipal needs, the Council of the City may consider any relevant information available to it. This includes information that the proposed purchaser or lessee wishes to exchange land with the City, and the parcel to be acquired may be a substitute for the City's property (which would otherwise not be surplus to the City's needs).
- 3.03 **Appraisal:** Subject to Section 3.04, it is a requirement that, prior to the acquisition or disposition of any real property by the City of Kawartha Lakes, the Manager Realty Services shall obtain at least one appraisal of its fair market value. The appraisal shall carry the designation of 'AACI' being an Accredited Appraiser with the Canadian Institute or 'CRA' being a Certified Residential Appraiser. The Appraisal business or firm that is retained by the City of Kawartha Lakes through the Manager Realty Services or by an independent third party to complete an assignment as part of a negotiation with the City of Kawartha Lakes regarding real property, must supply to the City of Kawartha Lakes Land Management Department, in writing, notice that the appraisal will be completed by a "Candidate Appraiser" prior to the assignment being accepted by the business or firm.

Appraisals that are completed by a "Candidate" Appraiser must be co-signed by a designate Appraiser "Co-signature" in accordance with CUSPAP of the Appraisal Institute of Canada. Further, the "Co-signature" must provide proof in writing through an Appraisal Cosignature Form provided by the City of Kawartha Lakes through the Land Management Department that that the "Co-signature" for the "Candidate Appraiser" physically accompanied the "Candidate Appraiser" on the inspection of the real property at the same time on the same day. Each appraisal must include a consultation from a qualified land use planner addressing the

applicable Official Plan and Zoning By-law provisions, and including a list of all permitted uses.

- 3.04 **Exemptions:** The City may, at its discretion, dispose of surplus real property without obtaining an appraisal of fair market value if the circumstances of the disposition meet the criteria in this section.
- (a) The disposition involves a type of property listed in Schedule 'A'.
  - (b) The disposition is to one or more public bodies as set out in Schedule 'B'.
- 3.05 **Public Notice:** Subject to Section 3.06, prior to the declaration as surplus of any real property, the Manager Realty Services shall provide notice to the public of the proposed declaration for the purpose of Disposition in each of the manners described in this section.
- (a) An advertisement shall be placed in a newspaper once per week for three consecutive weeks which, in the City Clerk's opinion, is of sufficiently general circulation in Kawartha Lakes to provide members of the public with reasonable notice.
  - (b) The disposition shall be described in the public agenda for a City Council meeting.
  - (c) Notice shall be posted on the City of Kawartha Lakes website.
  - (d) Notice shall be posted on site (for viable properties only)".
- 3.06 **Exemption:** Where real property has been disposed of by the City through a tender process or a request for proposal process or a public auction, there is no requirement to provide public notice of the Disposition of the real property except in the manner provided in Section 3.05 (b) of this By-law.
- 3.07 **Contents of Notice:** The notice required by Section 3.05 shall contain a description of the real property declared to be surplus including the property's location and its approximate size.
- 3.08 **Timing of Notice:** All notices (excepting those referenced in Section 3.05 (b)) shall be provided at least three weeks and no more than twelve months prior to any Council meeting at which the disposition of the surplus real property may be confirmed.

## **Section 4.00: Procedures Concerning the Disposition of Land in Class Two**

- 4.01 **Inquiries about Class Two Land:** The City cannot consider disposition of any land in Class Two unless it has never been opened as a public highway, or unless it has been closed as a public highway. Where inquiries are made regarding the purchase of these lands, and the highway has not been closed, a closure procedure is required and any claims must be considered, in accordance with the Municipal Act, 2001, before disposition can occur.
- 4.02 **Disposition of Closed Highways:** In considering whether a highway should be closed, the Council may also consider whether the land is surplus to municipal needs. Where Council declares the property surplus, this Section applies to the disposition. A declaration that the lands are surplus can be revoked by the City at any time prior to a disposition of the same lands and the City reserves the right to ultimately decide not to close the highway or dispose of the land.
- 4.03 **Pricing:** Subject to Section 4.04, at the same meeting at which the Council considers declaring any land in Class Two surplus, it may set a price for the land to be disposed of. An appraisal shall be required as set out in Section 3.03 unless the exemptions set out in Section 4.04 apply.
- 4.04 **Certain Set Pricing:** Schedule "C" to this By-law sets the prices for certain types of land in Class Two if they are sold to an owner of lands abutting the closed highway.
- 4.05 **Public Notice:** Public notice of a by-law to permanently close or alter a highway and to dispose of it shall be given in accordance with Section 3.05(a)-(c)
- 4.06 **Consent:** As required by section 34.(2) of the *Municipal Act, 2001*, consent of the Government of Canada will be obtained prior to passage of a by-law to permanently close a highway that (a) abuts on land, including land covered by water, owned by Canada; or (b) leads to or abuts on a bridge, wharf, dock, quay or other work owned by Canada.
- 4.07 **Manner of Disposition:** Any lands in Class Two, except those set out in Section 4.04, shall be disposed of by one of the manners of sale set out in Section 7.00.
- 4.08 **Procedures:** None of the other provisions of Section 3.00 apply to the disposition of any land in Class Two.

## **Section 5.00: Procedures Concerning the Disposition of Land in Class Three**

- 5.01 **Declaration as Surplus:** The provisions of Section 3.01 apply to the disposition of any land in Class Three.
- 5.02 **Certain Set Pricing:** Schedule “C” to this By-law sets the prices for certain types of land in Class Three (namely, landlocked parcels) if they are sold to an owner of lands abutting the landlocked parcel.
- 5.03 **Procedures:** None of the other requirements of Section 3.00 apply to the disposition of any land in Class Three.

## **Section 6.00: Procedures Concerning the Disposition of Land in Class Four**

- 6.01 **Declaration as Surplus:** Land held as Security or as a Reserve are, by their nature, surplus to the City’s needs once the obligations or conditions secured have been performed. Accordingly, it is not necessary to declare land held as Security or as a Reserve as surplus for the purposes of its disposition back to the developer, in accordance with the terms of a development agreement or conditions of development, or, in the case of Security, for disposition on the general market in satisfaction of the Security.
- 6.02 **Appraisal:** Section 3.04 applies to the disposition of any land in Class Four.
- 6.03 **Procedures:** None of the other requirements of Section 3.00 apply to the disposition of any land in Class Four.

## **Section 7.00: Manner of Sale for All Classes of Real Property**

- 7.01 **Manners of Sale:** This section lists methods by which real property may be disposed of.
  - (a) A public call for tenders;
  - (b) A public request for proposals, seeking to optimize development concepts as well as price (within the context of the development);
  - (c) Sale by public auction;
  - (d) Sale through listing with a registered real estate broker on the multiple listing system;

- (e) Direct sale through advertisement of the property (by posting of signs or otherwise) soliciting offers to the Manager Realty Services; or
  - (f) Direct sale through approach to the City by interested purchasers or potential purchasers.
- 7.02 **Default Manner of Sale:** Unless Council provides otherwise when declaring property surplus, the manner of sale used for the disposition of lands shall be by way of Section 7.01(d) with the Manager Realty Services to negotiate with the parties as per usual real estate practices.
- 7.03 **Consideration:** The City may accept consideration for property dispositions through any one or a combination of: money, land exchange, or any other manner which staff may recommend and Council approve.

## **Section 8.00: Unopened Road Allowances Leading to Water**

- 8.01 **Request to Purchase:** Council has declared, by Resolution CR2001-1025, that unopened road allowances leading to water shall be retained by the municipality. Upon receipt of a request to purchase an unopened road allowance leading to water the applicant shall be advised that Council is not prepared to consider declaring any unopened road allowances that lead to water as surplus to municipal needs. Exceptions may be considered where alternate access to water in the immediate vicinity can be provided.
- 8.02 **Consent:** For roads abutting or leading to federally-owned land, consent of the Government of Canada must be obtained prior to closure (see section 4.06 of this By-law).

## **Section 9.00: Certificate of City Clerk**

- 9.01 **Certificate:** Where requested by the purchaser or lessee of surplus property, the City Clerk shall issue a certificate with respect to the Disposition of the land.
- 9.02 **Contents:** The certificate referenced in Section 9.01 shall verify that, to the best of the City Clerk's knowledge and belief, all obligations and requirements of this By-law have been complied with, and that the appraisal required by this By-law has been obtained. Where an appraisal was not obtained, the City Clerk shall set out in the certificate the reasons why the appraisal was not required.
- 9.03 **Registration:** The certificate shall be included in the Transfer/Deed of Land registered pursuant to the Registry Act or the Land Titles Act, as applicable. Where it is included in the Transfer/Deed of Land and

registered, it is deemed to be sufficient proof that the provisions of this By-law have been complied with.

## **Section 10.00: Full Cost Recovery**

**10.01 Costs:** A non-refundable application fee as described in Schedule C must be submitted with each inquiry to purchase City owned land that has not been declared surplus. The application fee will offset any expenses that the City will incur in connection to the initial review of a request. In addition, any costs that are incurred by the City in connection to a request concerning City owned land or the disposition of surplus property shall be payable by the applicant or the purchaser. Such costs shall include:

- (a) any legal costs incurred by the City;
- (b) any costs incurred through the completion of any required public notification;
- (c) any costs incurred through the completion of any required reference plans;
- (d) any costs incurred through the completion of any appraisals that are necessary;
- (e) a fee of \$1,500 to cover City staff time expenses;
- (f) and any miscellaneous costs that are incurred by the City.

**10.02 Exception:** The Manager Realty Services or CAO are hereby permitted to negotiate any legal costs incurred by the City and any costs incurred through the completion of any required public notification with a potential purchaser of municipal property identified by the Property Disposition Task Force only.

## **Section 12.00: Administration**

**12.01 Administration of By-law:** The Manager Realty Services is responsible for the administration of this By-law.

**12.02 Transition:** Dispositions of City owned land resulting from an application to purchase land received by the City prior to February 1, 2018 shall follow the fees and process described in this by-law as last amended by By-law 2014-045, with the exception of the amendments to the notice provisions: For those dispositions for which notice has already been given, this by-law as last amended by By-law 2014-045 will apply.

**12.03 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 13<sup>th</sup> day of February, 2018.

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Mayor

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Clerk



## **Schedule "A" To City of Kawartha Lakes By-Law Number 2010-118**

**Passed This 29th Day of June, 2010**

1. Land 0.3 metres or less in width acquired in connection with an approval or decision under the *Planning Act, R.S.O. 1990, c. P.13*.
2. Closed highways, if sold to an owner of land abutting the closed highways.
3. Land formerly used for railway lines, if sold to an owner of land abutting the former railway land.
4. Land that does not have direct access to a highway, if sold to the owner of land abutting that land.
5. Land repurchased by an owner in accordance with Section 42 of the *Expropriations Act, R.S.O. 1990, c. E. 26*.
6. Land repurchased by an owner in accordance with a reversionary interest retained by that owner in the property.

## **Schedule "B" To City of Kawartha Lakes By-Law Number 2010-118**

**Passed This 29th Day Of June, 2010**

1. Any municipality, including metropolitan, regional or district municipalities.
2. Any local board, as defined in the Municipal Affairs Act, R.S.O. 1990, c. M. 46.
3. An authority under the Conservation Authorities Act, R.S.O. 1990, c. C. 27.
4. The Crown in Right of Ontario or of Canada, and their agencies.

## **Schedule "C" To City of Kawartha Lakes By-Law Number 2010-118**

**Passed This 29th Day of June, 2010**

1. **Fee:** A non-refundable fee of \$125.00 must be submitted with each request to purchase City owned property that has not been declared surplus. The fee will cover the initial costs that are associated with the preliminary review/research that is to be completed in order to determine whether or not the property should be declared surplus and offered for sale. In the event that the associated costs exceed \$125.00 the applicant will notified so that they are aware that they will be responsible for the payment of those costs.
2. **Road Allowances by Shorelines or Interior Road Allowances:** The price for property meeting this description in Section 4.04 of this By-law is:
  - (a) \$15.00 per linear foot of interior road allowances (where the linear foot has an average width of 66 feet); \$20.00 per linear foot of water frontage for shoreline road allowances adjacent to rivers (where the linear foot has an average width of 66 feet); or \$23.00 per linear foot of water frontage for shoreline road allowances adjacent to lakes (where the linear foot has an average width of 66 feet);
  - (b) a fee of \$1,500.00 to cover the City's staff time expenses; plus
  - (c) all costs of the land transaction including the cost of all required notices and surveys, documents required to be registered in the Land Registry Office, all legal fees incurred by the municipality in connection to the sale and any other costs associated with the transaction. The purchaser will be required to make a non-refundable deposit of \$1,000.00 in advance of the road closing to cover the said costs.
3. **Landlocked Lot Additions:** Except in exceptional circumstances, in the opinion of the Manager Realty Services, the price for property meeting the description in paragraph 3 of Schedule "A" of this By-law is:
  - (a) where the parcel is an addition to a farm, a price of \$1500.00 per acre, plus the amounts in parts (c) and (d);
  - (b) where the parcel is an addition to a lot other than a farm, a price of \$1.00 per square foot of land, plus the amounts in parts (c) and (d);
  - (c) a fee of \$1,500.00 (to cover the City's staff time expenses); and
  - (d) all costs of the land transaction including the cost of all required notices and surveys, documents required to be registered in the Land

Registry Office, all legal fees incurred by the municipality in connection to the sale and any other costs associated with the transaction.

# **The Corporation of the City of Kawartha Lakes**

## **By-Law 2018-**

### **A By-law to Amend By-law 2007-107, being A By-law to Regulate and Govern Trail Uses Along the Victoria Rail Trail Corridor in the City of Kawartha lakes**

#### **Recitals**

1. Council adopted Resolution CR2018-XXX on February 13, 2018 directing amendments to By-law 2007-107, being A By-law to Regulate and Govern Trail Uses Along the Victoria Rail Trail Corridor in the City of Kawartha lakes.
2. An amendment is required to permit the use of UTVs along a portion of the Victoria Rail Trail Corridor.
3. These changes require an amendment to the original by-law.

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

#### **Section 1.00: Definitions and Interpretation**

##### **Definitions:**

All defined terms in the amending By-law take their meaning from By-law 2007-107 of the City of Kawartha Lakes.

#### **Section 2.00: Amendment Details**

##### **2.01 Amendment: Definitions in By-law 2007-107:**

The definition for **“ATV” or “All Terrain Vehicle”** is deleted and replaced with:

**“ATV” or “All Terrain Vehicle (ATV)”** as defined in Section 1 of the Ontario Regulation 316/03 as an off-road vehicle:

- a) Has four wheels, the tires of which are all in contact with the ground
- b) Has steering handlebars,
- c) Has a seat that is designed to be straddled by the driver; and
- d) is designed to carry,
  - i. a driver only and no passengers, or
  - ii. a driver and only one passenger, if the vehicle,
    - a. has one passenger seat that is designed to be straddled by the passenger while sitting face forward behind the driver; and
    - b. is equipped with foot rests for the passenger that are separate from the foot rests for the driver.

The definition for Multi-Purpose Off-Highway Utility Vehicle (UTV) is added as follows:

**“Multi-Purpose Off-Highway Utility Vehicle” (UTV)** means an off-road vehicle that,

- a) has four or more wheels, the tires of which are all in contact with the ground,
- b) has a steering wheel for steering control,
- c) has seats that are not designed to be straddled, and
- d) has a minimum cargo capacity of 159 kilograms;

2.02 **Amendment:** Section 2.02 of by-law 2007-107 is amended as follows:

No person shall operate a motorized vehicle on the VRTC except for Snowmobiles, ATVs or UTVs, subject to the following conditions:

**Section 2.02 c)** is deleted and replaced with:

c) No person shall operate an ATV or UTV unless it is properly licensed and insured.

**Section 2.02 d)** is deleted and replaced with:

d) No person shall operate an ATV or UTV without exhibiting proof of membership in the KATVA and/or reciprocating organization or unless such operation is for the purpose of conducting agricultural work by adjacent farm land owners with access limited to ninety (90) degree crossings.

2.03 **Amendment:** Section 3.03 is added to By-law 2007-107 as follows:

**3.03** No person shall operate a UTV on the following sections of the VRTC:

- a) south of Northline Road

2.04 **Amendment:** Section 5.01 of By-law 2007-107 is deleted and replaced with:

**5.01** No person shall operate a Snowmobile, ATV, UTV or Off-Road Two-Wheeled Motorcycle on the VRTC between April 1 and April 30, inclusive.

2.05 **Amendment:** Section 5.03 of By-law 2007-107 is deleted and replaced with:

**5.03** No person shall operate an ATV, UTV or Off-Road Two-Wheeled Motorcycle on the VRTC from December 1st of one year to April 30th of the following year.

2.06 **Amendment:** Section 6.02 of By-law 2007-107 is deleted and replaced with:

6.02 No person operating a Snowmobile, ATV, UTV or Off-Road Two-Wheeled Motorcycle on the VRTC shall exceed a maximum speed of 50km per hour, unless otherwise posted.

### **Section 3.00: Administration and Effective Date**

- 3.01 **Administration of the By-law:** The Director of Community Services 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 13<sup>th</sup> day of February 2018.

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Andy Letham, Mayor

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Cathie Ritchie, City Clerk