

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

## **Agenda**

### **Regular Council Meeting**

**CC2019-13**

**Tuesday, April 23, 2019**

**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**

**Deputy Mayor Doug Elmslie**

**Councillor Ron Ashmore**

**Councillor Pat Dunn**

**Councillor Patrick O'Reilly**

**Councillor Tracy Richardson**

**Councillor Kathleen Seymour-Fagan**

**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 CC2019-13.4.1  
**Closed Session Minutes, Regular Council Meeting of March 26, 2019  
Municipal Act, 2001 s.239(2)(b)**
  - 4.2 CC2019-13.4.2  
**Closed Session Minutes, Special Council Meeting of April 9, 2019  
Municipal Act, 2001 s.239(2)(b)**
  - 4.3 WM2019-006  
**Member Recruitment to the Waste Management Advisory Committee  
Personal Matter About an Identifiable individual  
Municipal Act, 2001 s.239(2)(b)  
David Kerr, Manager of Environmental Services**
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**

9. **Council Minutes**

9.1 CC2019-13.9.1

22 - 67

**Regular Council Meeting Minutes - March 26, 2019**

**Special Council Meeting Minutes - April 9, 2019**

**That** the Minutes of the March 26, 2019 Regular Council Meeting and the April 9, 2019 Special Council Meeting, be received and adopted.

10. **Deputations**

11. **Presentations**

11.1 CC2019-13.11.1

**Update from Jamie Schmale, MP for Haliburton-Kawartha Lakes-Brock**  
Timed appointment - 3:00 p.m.

11.2 CC2019-13.11.1

**Tax Policy Overview**

Jennifer Stover, Director of Corporate Services

12. **Committee of the Whole Minutes**

68 - 82

**Memorandum - Line Fence Cost Sharing By-law Administrative Change**

(Committee of the Whole Recommendation CW2019-094, Items 12.1.8 and 17.1.1 on the Agenda)

Joel Watts, Deputy Clerk

Kelly Maloney, Agricultural Development Officer

**That** the April 23, 2019 Memorandum for Joel Watts and Kelly Maloney regarding an **Administrative Change to the Line Fence Cost Sharing By-law**, be received.

**Committee of the Whole Meeting Minutes - April 9, 2019**

**That** the Minutes of the April 9, 2019 Committee of the Whole Meeting be received and the recommendations, included in Section 12.1 of the Agenda, be adopted.

- 12.1 Business Arising from Committee of the Whole Minutes
- 12.1.1 CW2019-087
- That** the deputation of Oanali Zavery, regarding **Dock Encroachment - 14 William Booth Crescent**, be received and referred to staff for report back to Council by end of Q2 2019; and
- That** no action be taken to remove the dock at 14 William Booth Crescent until such time as that report is brought forward to Council.
- 12.1.2 CW2019-088
- That** the deputation of Michael Cara regarding **Condition and Ongoing Maintenance of Scenic Hill Road**, be received and referred to staff for report back to Council by end of Q2 2019; and
- That** staff be directed to investigate interim maintenance options to provide some immediate relief to residents driving on Scenic Hill Road.
- 12.1.3 CW2019-089
- That** the April 9, 2019 correspondence from Nick Lasch and the deputation of Nick Lasch, regarding **Frank Hill Road Public Water Access**, Report ED2019-006, Item 7.1.4 on the Agenda, be received.
- 12.1.4 CW2019-090
- That** the presentation by Carlie Arbour, Economic Development Officer - Community, regarding the **2019 Million Dollar Makeover**, be received.
- 12.1.5 CW2019-091
- That** Report ED2019-013, **2019 Million Dollar Makeover Funding Allocation, First Intake**, be received; and
- That** the Community Improvement Plan (CIP) Steering Committee Terms of Reference be approved.
- 12.1.6 CW2019-092
- That** Report CS2019-006, **Frank Hill Road Public Water Access**, be received; and
- That** the Frank Hill Road Public Water Access property be designated and recognized as a Category C City Boat Launch.



12.1.7

CW2019-093

**That** Report CLK2019-003, **Kawartha Lakes Accessibility Advisory Committee (AAC), 2018 Activities Report and 2019 Proposed Work Plan**, be received; and

**That** the 2019 Work Plan for the Kawartha Lakes AAC be approved.

12.1.8

CW2019-094

**That** Report CLK2019-004, **Line Fences Act Review**, be received;

**That** a by-law, attached as Appendix A to this report, affirming that the Line Fences Act, 1990, does not apply to any property in the City of Kawartha Lakes (with the exception of agricultural and rural properties) and establishing a procedure for equal line fence cost sharing of a basic fence, be forwarded to Council for adoption; and

**That** the administration fee for Line Fences Act proceedings be raised to \$250.00 at the next amendment to the Consolidated Fees by-law.

**That** Report RS2019-019, **Proposed Surplus Declaration, Closure and Sale of Shoreline Road Allowance adjacent to 1449 Highway 7A, Bethany (“Old Bethany Fire Hall”)**, be received;

**That** a portion of the City-owned property municipally known as 1449 Highway 7A, Bethany and legally described as Part of Lot 23, Concession 8, Part of Lot 6 on Plan 6, Manvers, in the Geographic Township of Manvers, City of Kawartha Lakes, be declared surplus to municipal needs;

**That** the subject property be prepared and marketed for sale to the general public in accordance with City of Kawartha Lakes By-Law 2018-020, as amended, and any policies in effect as of the date of sale, and sold for no less than the appraised value plus any and all costs associated with the transaction;

**That** a by-law (with any amendments deemed necessary) to authorize its disposition shall be passed if appropriate;

**That** the Manager of Realty Services be permitted to fully execute all surplus municipal land listing documentation and any documentation associated with the receipt of an offer to purchase surplus municipal land for the full appraised value plus any and all costs associated with the transaction;

**That** all costs associated with investigating, preparing or marketing the property be financed from the Property Development Reserve; and

**That** the Mayor and Clerk be authorized to execute all legal closing documents required for the sale of the subject property.

- 12.1.10 CW2019-096
- That** Report CORP2019-009, **Federal and Provincial Funding Update**, be received;
- That** the one-time funding of approx. \$4.66 million, be transferred to the Federal Gas Tax reserve; and
- That** the one-time Provincial funding of \$725,000 be transferred to the Contingency reserve; and
- That** the Provincial cannabis funding be retained as a deferred revenue; and
- That** staff report back to Council upon completion of the update to the Long Range Financial Plan as to the best use of these funds; and
- That** Council transfer \$400,000 of 2019 OMPF surplus funds from the Operating Budget to the Contingency reserve to mitigate future anticipated reductions in Ontario Municipal Partnership Funding.
- 12.1.11 CW2019-097
- That** Report ED2019-009, **Downtown Revitalization Committee of Council - 2018 Motion Summary**, be received.
- 12.1.12 CW2019-098
- That** Report ED2019-011, **Municipal Heritage Committee 2019 Work Plan**, be received; and
- That** the 2019 Municipal Heritage Committee Work plan as outlined in Appendix B to Report ED2019-011 be approved.
- 12.1.13 CW2019-099
- That** Report ED2019-012, **Downtown Revitalization Committee 2019 Work Plan**, be received; and
- That** the 2019 Downtown Revitalization Committee Work Plan as outlined in this report be approved.
- 12.1.14 CW2019-100
- That** Report WM2019-005, **Waste Management Advisory Committee 2019 Work Plan**, be received; and
- That** the 2019 Waste Management Advisory Committee Work Plan as outlined in this report be approved.

12.1.15 CW2019-101

**That** Report WM2019-007, **Curbside Collection Contract- Private Roads**, be received.

12.1.16 CW2019-102

**That** the April 9, 2019 memorandum from Mayor Letham regarding a **Development Charge Review for New 2020 By-Law**, be received; and

**That** the Development Charges Task Force consider the following issues when making recommendation on the new development charges by-law (and supporting background study) to take effect in January 2020:

- Payment deferral options currently in place for residential developments, and their effectiveness;
- Affordable housing incentive options for private sector development;
- The appropriateness of discounting commercial and industrial development charges ( from 50% to 100%) where job creation goals are met;
- Mechanisms for deferring development charge- support projects that are “population serving” vs “growth incenting” to ensure stability;
- Look at derelict buildings and extend the development charge waiver up to ten years to encourage demolition and protect development rights;
- Consider development charges being charged within the existing zone category (for example, storage units);
- Reduce the development charge supported projects to specific user groups if appropriate ( for example, transferring a portion of growth related costs from non-residential to residential for parks);
- Create a long term development charges plan that affordably funds growth related projects over a realistic timeline without relying on deficit funding to meet projected growth.

12.1.17 CW2019-103

**That** the April 9, 2019 Memorandum from Directors Marshall, Rojas and Shanks regarding **Active Transportation Master Planning**, be received; and

**That** staff be directed to include funding for an Active Transportation Master Plan for the City of Kawartha Lakes as a decision unit in the 2020 budget.

12.1.18 CW2019-104

**That** the correspondence from Andrew Girdler, regarding **Dock Space in Greenhurst Thurstonia**, be received.

12.2 Items Extracted from Committee of the Whole Minutes

13. **Planning Advisory Committee Minutes**

83 - 90

**Planning Advisory Committee Meeting Minutes - April 10, 2019**

**That** the Minutes of the April 10, 2019 Planning Advisory Committee Meeting be received and the recommendations, included in section 13.1 of the Agenda, be adopted.

13.1 Business Arising from Planning Advisory Committee Minutes

13.1.1 PAC2019-025

**That** Report PLAN2019-020, respecting **Lots 30, 31, and 32, Concession 1, Township of Eldon, and identified as vacant land south side of Rohallion Road, 676249 Ontario Ltd – Application D06-2019-004**, be received; and

**That** the proposed Zoning By-law Amendment respecting Application D06-2019-004, be referred back to address any issues raised through the public consultation process and for further review and processing until such time that all comments have been received from all circulated agencies and City departments and that any comments and concerns have been addressed.

13.1.2

PAC2019-026

**That** Report PLAN2019-022, respecting **Part Lot 26, Concession 6, Geographic Township of Verulam and identified as 36 Walker's Road; Application No. D06-2019-006**, be received;

**That** a Zoning By-law Amendment respecting Application D06-2019-006 respecting Part Lot 26, Concession 6, Geographic Township of Verulam, substantially in the form attached as Appendix C to Report PLAN2019-022, be approved and adopted by Council;

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

**That** Section 34 (17) of the Planning Act apply, and that no additional notice be given to this application.

13.1.3

PAC2019-027

**That** Report PLAN2019-023, respecting **Block C, Plan 466, Geographic Township of Emily, City of Kawartha Lakes, Application No. D06-2019-005**, be received; and

**That** Zoning By-law Amendment Application D06-2019-005, Block C, Plan 466 Geographic Township of Emily, City of Kawartha Lakes, be referred back to staff for further review and processing until such time that all comments have been received from all circulated Agencies and any other concerns or issues have been addressed.

13.2

Items Extracted from Planning Advisory Committee Minutes

14.

**Consent Matters**

**That** all of the proposed resolutions shown in Section 14.1 and 14.2 of the Agenda be approved and adopted by Council in the order that they appear on the agenda and sequentially numbered.

14.1

Reports

14.1.1

RS2019-020

91 - 101

**Proposed Surplus Declaration, Closure and Sale of Shoreline Road Allowance Adjacent to 76 Fulsom Crescent, Carden**

Laura Carnochan, Law Clerk – Realty Services

**That Report RS2019-020, Proposed Surplus Declaration, Closure and Sale of Shoreline Road Allowance adjacent to 76 Fulsom Crescent, Carden, be received;**

**That** the subject property, being the shoreline road allowance adjacent to 76 Fulsom Crescent, Carden and legally described as Part of the Shoreline Road Allowance Lying in Front of Lots 13-14 on Plan 360, in the Geographic Township of Carden, City of Kawartha Lakes, be declared surplus to municipal needs;

**That** the closure of the portion of road allowance and sale to the adjoining landowner be supported, in principle, in accordance with the provisions of By-Law 2018-020, as amended, and the Municipal Act, 2001, and subject to the parties entering into a conditional Agreement of Purchase and Sale;

**That** staff be directed to commence the process to stop up and close the said portion of road allowance;

**That** a by-law (with any amendments deemed necessary) to close the road and authorize its disposition shall be passed if appropriate; and

**That** the Mayor and Clerk be authorized to sign all documents to facilitate the road closing and conveyance of the lands.

14.1.2

RS2019-021

102 - 118

**Proposed License Agreement between the City of Kawartha Lakes and Environment Canada (Water Monitoring Station)**

Laura Carnochan, Law Clerk – Realty Services

**That Report RS2019-021, Proposed License Agreement between the City of Kawartha Lakes and Environment Canada (Water Monitoring Station), be received; and**

**That** the Mayor and Clerk be authorized to execute the License Agreement, attached as Appendix B to Report RS2019-021, on behalf of the Corporation of the City of Kawartha Lakes, being a License Agreement with Environment Canada for the purpose of permitting a water monitoring station to be located on the shoreline road allowance adjacent to Head River.

14.1.3

CORP2019-010

119 - 123

**2019 Tax Policy Decisions**

Linda Liotti, Manager of Revenue and Taxation

**That** Report CORP2019-010, **2019 Tax Policy Decisions**, be received;

**That** optional property classes for the 2019 tax year are not adopted;

**That** the tax rate reduction for vacant and excess land in the commercial and industrial class be set as 30% and 35% respectively for 2019;

**That** the tax rate reduction for First Class Undeveloped Farm Land be set at 45% for 2019;

**That** the City exit the capping/clawback program as no properties fall within the threshold parameters;

**That** Council approve the 2019 tax ratios as outlined in Appendix A to report CORP2019-010; and

**That** the necessary by-laws be forwarded to Council for adoption.

14.1.4

PUR2019-007

124 - 126

**RFQ 2019-18-CQ Supply and Delivery of One (1) New Valve Exercise Trailer**

Marielle van Engelen, Buyer

Todd Bryant, Manager of Fleet and Transit Services

**That** Report PUR2019-007, **Request for Quotation 2019-18-CQ Supply and Delivery of One (1) New Valve Exercise Trailer**, be received;

**That** Wachs Canada Ltd. of Newmarket, Ontario be awarded Request for Quotation 2019-18-CQ Supply and Delivery of One (1) New Valve Exercise Trailer, for the total amount of \$112,790.00 (not including HST) with optional equipment; and

**That** subject to receipt of the required documents, the Procurement Division be authorized to issue a purchase order.

14.1.5

PUR2019-010

127 - 130

**Request for Quotation 2019-16-CQ Supply and Delivery of One (1) New Forestry Aerial Truck**

Marielle van Engelen, Buyer

Todd Bryant, Manager of Fleet and Transit Services



**That** Report PUR2019-010, **Request for Quotation 219-16-CQ Supply and Delivery of One (1) New Forestry Aerial Truck**, be received;

**That** Allan Fyfe Equipment Ltd., of Concord, Ontario ; be selected for the award of quotation 2019-16-CQ Supply and Delivery of One (1) New Forestry Aerial Truck for the quoted amount of \$ \$232,420.00 not including HST;

**That** project 9994190311 Forestry Aerial Truck be increased by \$36,510.00, with \$29,208.00 being funded from the Parks and Recreation portion of the Development Charges Reserve (45%) and the remaining \$7,302.00 being funded by the Public Works Fleet Reserve; and

**That** subject to receipt of required documents, Financial Services be authorized to issue a purchase order.

14.1.6

PUR2019-011

131 - 133

**2019-35-CQ Gravel Resurfacing – Supply and Place Granular Material**

Linda Lee, Buyer

Mike Farquhar, Supervisor, Technical Services

**That** Report PUR2019-011, **2019-35-CQ Gravel Resurfacing – Supply and Place Granular Material**, be received;

**That** Nesbitt Line Road be removed from program RD1806 Gravel Resurfacing and replaced with Manvers/ Scugog road as outlined in the Report PUR2019-011;

**That** Robert E. Young Construction Ltd. be selected for the award of 2019-35-CQ Gravel Resurfacing – Supply and Place Granular Material for the total quoted amount of \$1,314,921.80 plus HST;

**That** subject to receipt of the required documents, the Mayor and clerk be authorized to execute the agreements to award the contract; and

**That** the Procurement Division be authorized to issue a Purchase Order.

14.1.7

PUR2019-012

134 - 139

**2019-27-CQ – Rural Resurfacing – Road Resurfacing; and 2019-13-CQ Urban and Arterial Road Resurfacing**

Linda Lee, Buyer

Mike Farquhar, Supervisor, Technical Services

Corby Purdy, Supervisor/Infrastructure, Design, Construction

**That** Report PUR2019-012, **2019-27-CQ - Rural Resurfacing - Road Resurfacing and 2019-13-CQ Urban and Arterial Road Resurfacing**, be received;

**That** Royel Paving, A division of CRH Canada Group Inc. be selected for the award of 2019-27-CQ Rural Resurfacing – Road Resurfacing for the quotation price of \$2,086,144 plus HST;

**That** Brennan Paving and Construction Ltd. be selected for the award of 2019-13-CQ Urban and Arterial Road Resurfacing for the quoted price of \$4,674,039.00 plus HST;

**That** Council authorize the transfer of the surplus amount of \$504,615 back to the Capital projects reserve from program 9831905 (RD1905 Rural Resurfacing);

**That** Council authorizes the increase of \$504,615 to the Capital budget program 9831904 (RD1904 Urban and Arterial Resurfacing) to be funded from the Capital reserve.

**That** subject to receipt of the required documents, the Mayor and Clerk be authorized to execute the agreements to award these quotations; and

**That** the Procurement Division be authorized to issue Purchase Orders as applicable.

14.1.8

PUR2019-013

140 - 142

**2019-09-OP Rural Zoning By-law Consolidation and Update**

Linda Lee, Buyer

Richard Holy, Manager of Planning

**That** Report PUR2019-013, **2019-09-OP Rural Zoning By-law Consolidation and Update**, be received;

**That** WSP Canada Group Limited be selected for the award of 2019-09-OP Rural Zoning By-law Consolidation and Update for the total quoted amount of \$98,632.50 plus HST;

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

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

14.1.9	PUR2019-014	143 - 145
	<p><b>Single Source Request to Procure One Land Ambulance</b>  Launa Macey, Supervisor of Financial Services</p> <p><b>That Report PUR2019-014, Single Source to Procure One Land Ambulance</b>, be received;</p> <p><b>That</b> Crestline Coach Ltd. of Saskatoon, SK be awarded the work for a cost of \$149,134.00 not including HST; and</p> <p><b>That</b> the Purchasing Division be authorized to issue a purchase order.</p>	
14.1.10	PUR2019-015	146 - 149
	<p><b>Single Source for Lindsay Recreation Complex East Pool Roof Replacement</b>  Launa Macey, Supervisor of Financial Services  Rod Porter, Capital and Special Projects Supervisor</p> <p><b>That Report PUR2019-015, Single Source for Lindsay Recreation Complex East Pool Roof Replacement</b>, be received;</p> <p><b>That</b> Kei-Lin Roofing Inc. be awarded the work for the Lindsay Recreation Complex East Pool Roof Replacement for the total quoted amount of \$127,773.00 plus HST;</p> <p><b>That</b> subject to receipt of the required documents, the Mayor and clerk be authorized to execute the agreements to award the contract; and</p> <p><b>That</b> the Procurement Division be authorized to issue a Purchase Order.</p>	
14.1.11	PUR2019-019	150 - 152
	<p><b>2019-14-CP Design, Supply and Install a Splashpad at Elgin Park</b>  Launa Macey, Supervisor of Financial Services  Ryan Smith, Supervisor Parks and Open Spaces</p> <p><b>That Report PUR2019-019, 2019-14-CP Design, Supply and Install a Splashpad at Elgin Park</b>, be received;</p> <p><b>That</b> Yard Weasels Inc. be awarded the work for Design, Supply and Install a Splashpad at Elgin Park as the highest scoring proponent;</p> <p><b>That</b> subject to receipt of the required documents, the Mayor and clerk be authorized to execute the agreements to award the contract; and</p> <p><b>That</b> the Procurement Division be authorized to issue a Purchase Order.</p>	

14.1.12	BLDG2019-001	153 - 171
	<p><b>Building By-law 2012-019 Amendment No 5 - Code of Conduct for Building Officials</b></p> <p>Susanne Murchison, Chief Building Official</p> <p><b>That</b> Report BLDG2019-001, <b>Building By-law 2012-019 Amendment No 5 - Code of Conduct for Building Officials</b>, be received;</p> <p><b>That</b> the Code of Conduct for Building Officials be approved; and</p> <p><b>That</b> the necessary amending by-Law be brought forward to Council for adoption.</p>	
14.1.13	EA2019-008	172 - 175
	<p><b>Request by Michael Redmond to Enter into an Interim Development Charges Agreement</b></p> <p>Adam Found, Manager of Corporate Assets</p> <p><b>That</b> Report EA2019-008, <b>Request by Michael Redmond to Enter into an Interim Development Charges Agreement</b>, be received; and</p> <p><b>That</b> pursuant to By-Law 2015-224, the Mayor and City Clerk be authorized to enter into an interim development charges agreement with Michael Redmond in order to secure the redevelopment credit attached to Mr. Redmond's property located at 396 County Road 36, Lindsay, Ontario (OPS CON 7 PT LT 22 &amp; RP 57R10416 PART 1) for a period ending on March 31, 2020.</p>	
14.1.14	FIRE2019-001	176 - 208
	<p><b>License Amendment Agreement with Bell Canada</b></p> <p>Terry Jones, Deputy Chief</p> <p><b>That</b> Report FIRE2019-001, <b>License Amendment Agreement between the City of Kawartha Lakes and Bell Canada</b>, be received;</p> <p><b>That</b> the Amendment to the License Agreement between the City of Kawartha Lakes and Bell Canada for Bell Tower Use by the Fire Department, attached as Appendix B to Report FIRE2019-001, be approved; and</p> <p><b>That</b> a By-law, substantially in the form attached as Appendix A to Report FIRE2019-001 be forwarded to Council for adoption.</p>	

14.1.15	FIRE2019-002	209 - 221
	<p><b>Proposed Construction Agreement and Encroachment Agreement Part of Lot 24, Concession 8, Township of Manvers (New Bethany Fire Hall)</b> Ron Raymer, Deputy Chief</p> <p><b>That</b> Report FIRE 2019-002, <b>Proposed Construction Agreement and Encroachment Agreement Part of Lot 24, Concession 8, Township of Manvers</b>, be received; and</p> <p><b>That</b> the Mayor and Clerk be authorized to execute the Construction Agreement and the Encroachment Agreement attached as Appendix A to Report FIRE2019-002.</p>	
14.2	Correspondence	
14.3	Items Extracted from Consent	
15.	<b>Petitions</b>	
15.1	CC2019-13.15.1	222 - 227
	<p><b>Request for Erection of Stop Signs at Intersection of Graham Drive and Stinson's Bay Road</b> Bruce Fong</p> <p><b>That</b> the petition received from Bruce Fong regarding <b>Request for Erection of Stop Signs at Intersection of Graham Drive and Stinson's Bay Road</b>, be received.</p>	
16.	<b>Other or New Business</b>	
17.	<b>By-Laws</b>	
	<p><b>That</b> the By-Laws shown in Section 15.1 of the Agenda, namely: Items 17.1.1 to and including 17.1.24 be read a first, second and third time, passed, numbered, signed and the corporate seal attached.</p>	
17.1	By-Laws by Consent	
17.1.1	CC2019-13.17.1.1	228 - 233
	<p><b>A By-law to Regulate Cost Sharing Measures for Fences on Property Lines in the City of Kawartha Lakes</b></p>	

17.1.2	CC2019-13.17.1.2	234 - 235
	<b>A By-law to Amend By-law 2017-216, Being a By-law to Regulate Fences in the City of Kawartha Lakes</b>	
17.1.3	CC2019-13.17.1.3	236 - 271
	<b>A By-law to Amend By-law 2018-234, being a By-Law to Establish and Require Payment of Fees for Information, Services, Activities and Use of City Property in the City of Kawartha Lakes (known as the Consolidated Fees By-law)</b>	
17.1.4	CC2019-13.17.1.4	272 - 278
	<b>A By-law to Enter Into an Amending Agreement with Five W Farms Inc. and to Authorize the Execution of Such Agreement</b>	
17.1.5	CC2019-13.17.1.5	279 - 280
	<b>A By-law to Amend By-Law 2016-150, Being a By-law to Stop Up and Close the Road Allowance Between Concessions 9 and 10 in the Geographic Township of Fenelon, City of Kawartha Lakes Designated as Parts 1-7 on Reference Plan 57R-10509 and to Authorize the Sale of Land to the Abutting Landowners</b>	
17.1.6	CC2019-13.17.1.6	281 - 282
	<b>A By-law to Appoint a Municipal Law Enforcement Officer for the City of Kawartha Lakes (T. Montgomery)</b>	
17.1.7	CC2019-13.17.1.7	283 - 284
	<b>A By-law to Appoint an Area Weed Inspector for the City of Kawartha Lakes (T. Montgomery)</b>	
17.1.8	CC2019-13.17.1.8	285 - 286
	<b>A By-law to Appoint a Municipal Law Enforcement Officer for the City of Kawartha Lakes (K. Tesic)</b>	
17.1.9	CC2019-13.17.1.9	287 - 288
	<b>A By-law to Appoint an Area Weed Inspector for the City of Kawartha Lakes (K. Tesic)</b>	

17.1.10	CC2019-13.17.1.10	289 - 290
	<b>A By-law to Appoint a Municipal Law Enforcement Officer for the City of Kawartha Lakes (C. Neamtz)</b>	
17.1.11	CC2019-13.17.1.11	291 - 292
	<b>A By-law to Appoint an Area Weed Inspector for the City of Kawartha Lakes (C. Neamtz)</b>	
17.1.12	CC2019-13.17.1.12	293 - 295
	<b>A By-law to Establish 2019 Tax Ratios in the City of Kawartha Lakes</b>	
17.1.13	CC2019-13.17.1.13	296 - 298
	<b>A By-law to Set Tax Rate Reductions for the Prescribed Subclasses in the City of Kawartha Lakes</b>	
17.1.14	CC2019-13.17.1.14	299 - 300
	<b>A By-law to Limit Tax Decreases on Commercial, Industrial and Multi-Residential Properties for 2019 in the City of Kawartha Lakes</b>	
17.1.15	CC2019-13.17.1.15	301 - 304
	<b>A By-law to Provide Tax Relief To Certain City of Kawartha Lakes Property Owners Who Are Low Income Elderly Persons, Low Income Persons Between The Ages Of 55 And 64, Low Income Disabled Persons Or Ontario Disability Support Program Recipients</b>	
17.1.16	CC2019-13.17.1.16	305 - 309
	<b>A By-law to Provide Water Rate Relief to Certain City of Kawartha Lakes Property Owners Who Are Low Income Elderly Persons, Low Income Persons Between the Ages Of 55 And 64, Low Income Disabled Persons or Ontario Disability Support Program Recipients</b>	
17.1.17	CC2019-13.17.1.17	310 - 313
	<b>A By-law to Amend the Building By-Law 2012-019, Being a By-law Under the Building Code Act Respecting Permits and Related Matters in the City of Kawartha Lakes (Amendment No 5)</b>	

17.1.18	CC2019-13.17.1.18	314 - 315
	<b>A By-law to Amend the Township of Verulam Zoning By-law No. 6-87 to Permit a Temporary Use Within the City Of Kawartha Lakes</b> (File D06-2019-006, Report Plan2019-022, 36 Walker's Road – Ashby & McGale)	
17.1.19	CC2019-13.17.1.19	316 - 322
	<b>A By-law to Repeal and Replace By-law 2009-116, as Amended, Being a By-law to Regulate the Operation of ATVs and ORVs on Municipal Highways in the City of Kawartha Lakes</b>	
17.1.20	CC2019-13.17.1.20	323 - 352
	<b>A By-law to Repeal and Replace By-law 2011-044, Being a By-law to Authorize the Execution of a License Confirming and Amending Agreement Between the City of Kawartha Lakes and Bell Canada</b>	
17.1.21	CC2019-13.17.1.21	353 - 354
	<b>A By-law to Repeal By-law 2017-247, Being a By-law to Authorize the Sale of Municipally Owned Property Legally Described as Lots 1, 2, 3, 6, and 7, Block 12, Registered Plan No. 109, in the Geographic Village of Omemee, City of Kawartha Lakes, Designated as Part 1 on Plan 57R-10576 being PIN: 63255-0263 (LT)</b>	
17.1.22	CC2019-13.17.1.22	355 - 357
	<b>A By-law to Designate 41 Melbourne St W., Lindsay in the City of Kawartha Lakes as being of Cultural Heritage Value and Interest</b>	
17.1.23	CC2019-13.17.1.23	358 - 361
	<b>A By-law Imposing Special Annual Drainage Rates Upon Land in Respect of Which Money is Borrowed under the Tile Drainage Act (Tile Drain Loan - Burney)</b>	
17.1.24	CC2019-13.17.1.24	362 - 363
	<b>A By-law to Amend By-law 2018-187, Being a By-law to Appoint a Drainage Superintendent for the City of Kawartha Lakes (L. Feitler)</b>	
17.2	By-Laws Extracted from Consent	
18.	Notice of Motion	



- 19. Closed Session (If Not Completed Prior to Open Session)
- 20. Matters from Closed Session
- 21. Confirming By-Law
  - 21.1 CC2019-13.21.1 364 - 364  
A By-Law to Confirm the Proceedings of a Regular Meeting of Council,  
Tuesday, April 23, 2019
- 22. Adjournment

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

## **Minutes**

### **Regular Council Meeting**

**CC2019-11**

**Tuesday, March 26, 2019**

**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**

**Deputy Mayor Doug Elmslie**

**Councillor Ron Ashmore**

**Councillor Pat Dunn**

**Councillor Patrick O'Reilly**

**Councillor Tracy Richardson**

**Councillor Kathleen Seymour-Fagan**

**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. Deputy Mayor D. Elmslie and Councillors R. Ashmore, P. Dunn, P. O'Reilly, T. Richardson, K. Seymour-Fagan, A. Veale and E. Yeo were in attendance.

CAO R. Taylor, City Clerk C. Ritchie, Deputy Clerk A. Rooth, Directors B. Robinson and C. Shanks and Manager A. Found were also in attendance.

**2. Adoption of Closed Session Agenda**

**CR2019-196**

**Moved By** Councillor Yeo

**Seconded By** Deputy Mayor 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 disclosed.

**4. Closed Session**

**CR2019-197**

**Moved By** Councillor Veale

**Seconded By** Councillor O'Reilly

**That** Council convene into closed session at 1:01 p.m. in order to consider matters on the Tuesday, March 26, 2019 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 Meeting to order at 2:01 p.m. Deputy Mayor D. Elmslie and Councillors R. Ashmore, P. Dunn, P. O'Reilly, T. Richardson, K. Seymour-Fagan, A. Veale and E. Yeo were in attendance.

CAO R. Taylor, City Clerk C. Ritchie, Deputy Clerk A. Rooth, City Solicitor R. Carlson, Directors C. Marshall, B. Robinson, C. Shanks and J. Stover and Manager A. Found 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

**CR2019-209**

**Moved By** Councillor Seymour-Fagan

**Seconded By** Deputy Mayor Elmslie

**That** the Agenda for the Open Session of the Regular Council Meeting of Tuesday, March 26, 2019, be adopted as circulated and with the following amendments:

**Addition - Deputation**

10.1

Request by Shield Storage Centres Inc. for Deferral of Development Charges (Report EA2019-006, Item 14.1.12 on the Agenda)

Jay Allen

**Addition - Correspondence**

12.

Additional Correspondence Received Relating to Committee of the Whole Recommendation CW2019-053, Item 12.1.8 - Use of Side by Side ATV's on Victoria Rail Trail Corridor

**Addition - Report**

14.1.17

PUR2019-009 - 2019-31-CQ Peel Street and Russell Street Reconstruction  
Corby Purdy, Supervisor, Infrastructure, Design and Construction

**Revision - By-laws**

Item 17.1.11 has been moved to By-laws Extracted from Consent as item 17.2.1.

**Carried**

**6. Disclosure of Pecuniary Interest**

There were no declarations of pecuniary interest disclosed.

**7. Notices and Information by Members of Council and Staff**

**7.1 Council**

Mayor Letham:

- It was announced at the March 22nd Spotlight on Agriculture event that the International Plowing Match will be in the City of Kawartha Lakes in the year 2020.

Councillor O'Reilly:

- On March 30th the Lindsay Optimist Club is holding a Dodgeball Tournament in support of the Boys and Girls Clubs of Kawartha Lakes
- Big Brothers Big Sisters of Kawartha Lakes-Haliburton wrapped up another annual Bowl for Kids Sake raising \$28,000.
- The Boys and Girls Clubs of Kawartha Lakes 4th Annual Shamrock Sprint is on March 31st.
- HB Cycle is celebrating their 30th anniversary with a party at the Lindsay Armoury on March 30th at 8:00 p.m. featuring Scarecrow Live.
- The Lindsay Midget Muskies were defeated by Six Nations this past weekend in the All Ontario Championship.
- Victoria Manor is hosting a Wellness Fair on March 27th from 10:00 a.m. to 2:00 p.m.
- Upcoming retirements include Carol Timlin of Victoria County Career Services Employment Service and City employees; Keith Kirkpatrick, Paramedic Chief, and Dave Brumwell, Manager East Maintenance Area - Roads.
- The Lindsay Agricultural Society hosted the Spotlight on Agriculture on March 24th. Carm Hamilton and the Fill Farm Family were recognized for their contributions to agriculture in Kawartha Lakes.
- The Kawartha Sportsmen Show takes place April 5th to 7th at the Lindsay Exhibition.
- HB Cycle's Annual Trailer Show and Sale is April 21st and 22nd at the Lindsay Exhibition.

Deputy Mayor Elmslie:

- Judy Coward, long-time employee with OMAFRA has retired.
- A meeting was held last week to discuss moving forward with the Trail Town initiative. The City's Economic Development Division will be working with partners to promote trails within the City and establish the first water trail in Canada.

Councillor Ashmore:

- Will be hosting rotating community meetings throughout his Ward during the spring and summer months. Dates and locations to be announced.
- Thank you to Deputy Mayor Elmslie who will be hosting upcoming Round Table Meetings with a focus on roads issues.

Councillor Richardson:

- The Janetville Community Centre is hosting its annual Spaghetti Dinner fundraisers on March 30th from 4:00 to 8:00 p.m.

7.2 Staff

**8. Matters from Closed Session**

8.1 Item 4.2

**CR2019-210**

**Moved By** Councillor Yeo

**Seconded By** Councillor Dunn

**That** the appointment of the following members of the public to the Kawartha Lakes Parks Advisory Committee, each for a four year term ending December 31, 2022, be approved:

- Elke Danzinger; and
- Pete Sanderson.

**Carried**

8.2 Item 4.3

**CR2019-211**

**Moved By** Councillor Yeo

**Seconded By** Councillor Veale

**That** the appointment of the following members of the public to the Kawartha Lakes Cemetery Board, each for a four year term ending December 31, 2022, be approved:

- Sheran Watson
- Paul Laver
- Bradley Guest; and
- Wendy Bowes.

**Carried**

8.3 Item 4.4

**CR2019-212**

**Moved By** Deputy Mayor Elmslie

**Seconded By** Councillor Richardson

**That** the appointment of the following members of the public to the Fenelon Falls Powerlinks Committee, each for a four year term ending December 31, 2022, be approved:

- Brian Rump
- Craig Backman
- Mike Barkwell
- Christopher Handley
- Robert Pennock; and
- Sandra Barrett.

**Carried**

8.4 Item 4.5

**CR2019-213**

**Moved By** Deputy Mayor Elmslie

**Seconded By** Councillor Seymour-Fagan

**That** the appointment of the following members of the public to the Fenelon Falls Museum Board, each for a four year term ending December 31, 2022, be approved:

- Wayne Hutchinson
- Patricia Wieland
- Debbie Spivey
- Penni Holdham

- Gord Jeeves
- Pamela Willems
- Bob Allen; and
- Judy Beall.

**Carried**

8.5 Item 4.6

**CR2019-214**

**Moved By** Councillor Dunn

**Seconded By** Councillor O'Reilly

**That** the appointment of the following members of the public to the Lindsay Legacy C.H.E.S.T. Fund Grant Committee, each for a four year term ending December 31, 2022, be approved:

- Jan Sanderson
- Ron McInnis
- Peter Blenkin
- Max Radiff; and
- Sandra Richardson.

**Carried**

8.6 Item 4.7

**CR2019-215**

**Moved By** Councillor Seymour-Fagan

**Seconded By** Deputy Mayor Elmslie

**That** the appointment of the following members of the public to the Transit Advisory Committee, commencing April 2019 each for a four year term ending December 31, 2022, be approved:

- Norman Price; and
- Lynda DaSilva.

**Carried**



8.7 Item 4.8

**CR2019-216**

**Moved By** Councillor Richardson

**Seconded By** Councillor Veale

**That** the appointment of the following members of the public to the Kawartha Lakes Environmental Advisory Committee, each for a four year term ending December 31, 2022, be approved:

- Pat Warren
- Virginia Colling
- Deborah Pearson
- Barry Snider
- Susan Blayney
- Doug Lowles
- Ryan Megraw
- Karen Quinn; and
- Jamie Morris.

**Carried**

8.8 Item 4.9

**CR2019-217**

**Moved By** Councillor Dunn

**Seconded By** Councillor O'Reilly

**That** the appointment of the following members of the public to the Lindsay Downtown BIA local board for the term of Council, in accordance with section 2.02 of By-law 2008-212, be approved:

- Charlie McDonald
- Steve Podolsky
- Sandra Falconer
- Jim Garbutt
- Mark Ridout
- Tim White
- Ann Scarlett
- Leanna Segura; and
- Laura LeMiere.

**Carried**

8.9 Item 20.1

Council received an information report on the Water and Wastewater Division Operating Model.

**9. Council Minutes**

9.1 CC2019-11.9.1

**Special Council Meeting Minutes - February 13, 2019**

**Regular Council Meeting Minutes - February 19, 2019**

**Special Council Meeting Minutes - February 20, 2019 (Meeting CC2019-08)**

**Special Council Meeting Minutes - February 20, 2019 (Meeting CC2019-09)**

**Special Council Meeting Minutes - March 19, 2019**

**CR2019-218**

**Moved By** Councillor Yeo

**Seconded By** Councillor Richardson

**That** the Minutes of the following Council Meetings be received and adopted:

- Special Council Meeting Minutes - February 13, 2019
- Regular Council Meeting Minutes - February 19, 2019
- Special Council Meeting Minutes - February 20, 2019 (Meeting CC2019-08)
- Special Council Meeting Minutes - February 20, 2019 (Meeting CC2019-09)
- Special Council Meeting Minutes - March 19, 2019.

**Carried**

**10. Deputations**

10.1 CC2019-11.10.1

**Request by Shield Storage Centres Inc. for Deferral of Development Charges**

(Report EA2019-006, Item 14.1.12 on the Agenda)

Jay Allen

Jay Allen with Shield Storage Centres Inc., provided background on their development noting that the buildings are complete yet remain unoccupied pending completion of the Site Plan Agreement of which development charges are a component. He requested Council to defer calculation and payment of development charges until the new development charge by-law is in place.

**CR2019-219**

**Moved By** Deputy Mayor Elmslie

**Seconded By** Councillor O'Reilly

**That** the deputation of Jay Allen, regarding **Request by Shield Storage Centres Inc. for Deferral of Development Charges**, (Report EA2019-006, Item 14.1.12 on the Agenda), be received.

**Carried**

**11. Presentations**

**12. Committee of the Whole Minutes**

**Additional Correspondence Received Relating to Committee of the Whole Recommendation CW2019-053, Item 12.1.8 - Use of Side By Side ATV's on Victoria Rail Trail Corridor**

**CR2019-220**

**Moved By** Councillor Dunn

**Seconded By** Deputy Mayor Elmslie

**That** the e-mail correspondence received from the following persons regarding the use of side by side ATV's on the Victoria Rail Trail Corridor, CW2019-053, Item 12.1.8 on the Agenda, be received:

- Michael and Kim MacDonald
- Jarret Thomas
- Peter Teolis
- Kelly Tucker
- Ken Hoeverman
- Debra Evans
- Chris Peterson
- Shane Kelly
- Corrie Hynes
- Luke Hoekstra
- James LaPorte
- Janice Foulkes
- Jerry Maier
- Al Watson

**Carried**

### **Committee of the Whole Meeting Minutes - March 19, 2019**

The following items were requested to be extracted:

- Item 12.1.1 - Councillor Ashmore
- Item 12.1.2 - Councillor Yeo
- Item 12.1.4 - Deputy Mayor Elmslie
- Item 12.1.8 - Councillor Seymour-Fagan
- Item 12.1.10 - Councillor Ashmore
- Item 12.1.19 - Councillor Ashmore
- Item 12.1.24 - Councillor Dunn

#### **CR2019-221**

**Moved By** Councillor Seymour-Fagan

**Seconded By** Councillor Yeo

**That** the Minutes of the March 19, 2019 Committee of the Whole Meeting be received and the recommendations, included in Section 12.1 of the Agenda, be adopted, save and except Items 12.1.1, 12.1.2, 12.1.4, 12.1.8, 12.1.10, 12.1.19 and 12.1.24.

**Carried**

#### 12.1 Business Arising from Committee of the Whole Minutes

##### 12.1.3 CW2019-048

**That** the deputation of Susan Taylor and Dianne Lister, regarding an update on the Kawartha Lakes Art Council, be received.

**Carried**

##### 12.1.5 CW2019-050

**That** the deputation of Penny Barton Dyke and Mike Soehner, regarding the large scale garden project for the United Way of Kawartha Lakes, be received.

**Carried**

##### 12.1.6 CW2019-051

**That** the deputation of David Hodgson, regarding the use of side by side ATV's on the Victoria Rail Trail Corridor, be received.

**Carried**

12.1.7 CW2019-052

**That** the correspondence from Tom Janowski, dated March 17, 2019, and Michael Salvati, dated March 17, 2019, regarding the use of side by side ATV's on the Victoria Rail Trail Corridor, be received.

**Carried**

12.1.9 CW2019-054

**That** the deputation of Margot Fawcett, President, and Jessica Wilson, Vice-President, Victoria County Historical Society, regarding update on the Victoria County Historical Society, be received.

**Carried**

12.1.11 CW2019-056

**That** the deputation of Thomas O'Brien, regarding the proposed surplus declaration, closure and sale of a shoreline road allowance adjacent to 51 Robinson Avenue, Eldon, be received.

**Carried**

12.1.12 CW2019-057

**That** the deputation of Paul and Carol Ann Purcell, regarding the proposed surplus declaration, closure and sale of a shoreline road allowance adjacent to 51 Robinson Avenue, Eldon,, be received.

**Carried**

12.1.13 CW2019-058

**That** the deputation of Desmond Da Silva, regarding the proposed surplus declaration, closure and sale of a shoreline road allowance adjacent to 51 Robinson Avenue, Eldon,, be received.

**Carried**

12.1.14 CW2019-059

**That** Report RS2019-017, **Proposed Surplus Declaration, Closure and Sale of Shoreline Road Allowance adjacent to 51 Robinson Avenue, Eldon**, be received;

**That** the subject property; being the shoreline road allowance adjacent to 51 Robinson Avenue, Eldon and legally described as Part of the Road Allowance Between Lot 54 and 55, Concession South of Portage Road, in the Geographic Township of Eldon, City of Kawartha Lakes, designated as Part 2 on Plan 57R-9336, be declared surplus to municipal needs;

**That** the closure of the portion of road allowance and sale to the adjoining landowner be supported, in principle, in accordance with the provisions of By-Law 2018-020, as amended, and the Municipal Act, 2001, and subject to the parties entering into a conditional Agreement of Purchase and Sale;

**That** staff be directed to commence the process to stop up and close the said portion of road allowance;

**That** a by-law (with any amendments deemed necessary) to close the road and authorize its disposition shall be passed if appropriate; and

**That** the Mayor and Clerk be authorized to sign all documents to facilitate the road closing and conveyance of the lands.

**Carried**

12.1.15 CW2019-060

**That** the presentation by Aisha Malik and Heather Kirby, regarding the Food Security Working Group of Kawartha Lakes Food Coalition, be received.

**Carried**

12.1.16 CW2019-061

**That** the presentation by Hope Lee, Manager of Housing, regarding the financially assisted wait list, be received.

**Carried**

12.1.17 CW2019-062

**That** the presentation by Hope Lee, Manager of Housing, regarding the establishment of additional affordable housing targets, be received.

**Carried**

12.1.18 CW2019-063

**That** the presentation of Rebecca Mustard, Manager of Economic Development, and Michael Skinner, President and CEO of Innovation Cluster- Peterborough and Kawarthas, regarding the Innovation Cluster, be received

**Carried**

12.1.20 CW2019-065

**That** the presentation by Councillor Richardson, Chris Marshall, Director of Development Services, Susan Hall, Land Use Research Associates and Sarah Shenstone-Harris, regarding the Kawartha Lakes Healthy Environment Plan, be received.

**Carried**

12.1.21 CW2019-066

**That** the correspondence from Pat Warren, Chair, City of Kawartha Lakes Environmental Advisory Committee, and Deborah Pearson, Healthy Environment Plan Working Group, regarding the Kawartha Lakes Healthy Environment Plan, be received.

**Carried**

12.1.22 CW2019-067

**That** Report DEV2019-001, **Kawartha Lakes Healthy Environment Plan**, be received;

**That** staff be directed to communicate with the Federation of Canadian Municipalities (FCM) that the Kawartha Lakes Healthy Environment Plan satisfies milestones one through three in the Partners for Climate Protection (PCP) program;

**That** the City of Kawartha Lakes appoint the following:

1. Corporate staff person Chris Marshall, Director of Development Services
2. Elected Official Tracy Richardson, City Councillor  
to oversee implementation of the Kawartha Lakes Healthy Environment Plan;  
and

**That** Council adopt the Kawartha Lakes Healthy Environment Plan (2019), dated March, 2019, as a guiding framework and commitment to inform future City decisions and Plans.

**Carried**

12.1.23 CW2019-068

**That** Report CLK2019-010, **Pregnancy and Parental Leave Policy for Members of Council**, be received; and

**That** a by-law be prepared for the adoption of the Pregnancy and Parental Leave Policy for Members of Council.

**Carried**

12.1.25 CW2019-070

**That** Report RS2019-016, Proposed Surplus Declaration and Sale of City – Owned Property – Part of Blk D on Plan 386 and Part of Road Allowance between Lots 18 and 19, Concession 2– River Road, be received;

**That** a portion of the City-owned property legally described as Block D on Plan 386 (PIN: 63119-0232 [LT]) and Part of the Road Allowance between Lots 18 and 19 Concession 2 (PIN: 63119-0195 [LT]), in the Geographic Township of Somerville, City of Kawartha Lakes, be declared surplus to municipal needs;

**That** the closure of part of the road allowance and a direct sale of municipal property to the abutting landowner be supported, in accordance with the provisions of By-Law 2018-020, as amended, and the Municipal Act, 2001, and subject to the parties entering into a conditional Agreement of Purchase and Sale;



**That** staff be directed to commence to process to stop up and close the said portion of the road allowance;

**That** a by-law (with any amendments deemed necessary) to close the road and authorize its disposition shall be passed; and

**That** the Mayor and Clerk be authorized to sign all documents to facilitate the conveyance of the lands.

**Carried**

12.1.26 CW2019-071

**That** Report RS2019-018, **Proposed Surplus Declaration, Closure and Sale of Shoreline Road Allowance adjacent to 76 Fulsom Crescent, Carden**, be received and referred back to staff to provide additional mapping to show the degree of continuity of the shoreline road allowance with a report back to Council.

**Carried**

12.1.27 CW2019-072

**That** Report ED2019-007, **Lindsay Downtown BIA Policy Updates**, be received;

**That** the Board approved Lindsay Downtown BIA Procedural By-Law, attached as Appendix A to Report ED2019-007, be received;

**That** the Board approved Lindsay Downtown BIA Constitution, attached as Appendix B to Report ED2019-007, be received;

**That** the Composition Section 2.02 of the establishing by-law 2008-212 be deleted in its entirety and replaced with:

The Board of Management established under section 2.01 of this By-law consists of a minimum of **7** and a maximum of **13** directors who shall have full voting privileges, and shall include:

1. a) Up to Two (2) Councillors appointed directly by Council of the City of Kawartha Lakes.
  - a. The balance of the directors shall be selected by vote of the members of the Lindsay Business Improvement Area and then appointed by Council of the City of Kawartha Lakes, and shall include:

2. One Business Resident, being a resident of Lindsay who is an owner or operator of a business located outside the Business Improvement Area but within the City;
  - a. The balance shall be members of the Business Improvement Area.
  - b. The Board of Management will invite City staff resources from the Tourism/Economic Development office, Public Works Services office and one City Police Services Representative to act as resources to the Board and they shall have non-voting privileges.

The term of the Board of Management shall be the same as the term of the Council that appointed them, however, in an election year the Board of Management members shall continue to hold office until their successors have been appointed; and

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

**Carried**

12.1.28 CW2019-073

**That** Report PRC2019-001, **2019 50/50 Community Project Capital Fund Allocation**, be received.

**Carried**

12.1.29 CW2019-074

**That** Report PRC2019-001, **2019 Community Partnership and Development Fund Allocation**, be received.

**Carried**

12.1.30 CW2019-075

**That** Report PRC2019-004, **Kawartha Lakes Cemetery Board 2018 Annual Report and Proposed Workplan for 2019**, be received;

**That** the 2018 Annual Report of Kawartha Lakes Cemetery Board be received; and

**That** the Kawartha Lakes Cemetery Board 2019 Work Plan be approved.

**Carried**

12.1.31 CW2019-076

**That** the February 20, 2019, correspondence from Donna M. Wood, President, Bobcaygeon Chamber of Commerce, regarding **Request for Noise By-law Exemption**, be received; and

**That** the exemption from the City's Noise By-law 2005-025, as amended, for the Canada US/Walleye Tournament at the Bobcaygeon Beach Park on May 18, 2019 and May 19, 2019, from 6:00 a.m. to 7:00 a.m., be approved.

**Carried**

12.1.32 CW2019-077

**That** the March 19<sup>th</sup>, 2019 memorandum from Mayor Letham regarding **Wastewater Billing**, be received; and

**That** staff be directed to review the feasibility and financial impacts of metering sanitary sewer discharge on the overall user rate for Institutional, Commercial and Industrial (ICI) properties connected to municipal wastewater systems and report their findings to Council no later than Q3, 2019.

**Carried**

12.1.33 CW2019-078

**That** the March 19<sup>th</sup>, 2019 memorandum from Councillor Ashmore regarding the **Request for a 4-Way Stop at Peace and Sturgeon Roads**, be received;

**That** Council direct staff to report back to Council with a traffic warrant study to determine if a 4-Way Stop can be installed at this intersection; and

**That** staff consult the OPP and EMS for historical accident statistics, as well as former Township of Emily records, and immediate neighbours regarding this intersection for comment.

**Carried**

12.2 Items Extracted from Committee of the Whole Minutes

12.1.1 CW2019-046

**CR2019-222**

**Moved By** Councillor Ashmore

**Seconded By** Councillor Dunn

**That** the deputation of Douglas Hellawell, regarding dock spaces in Thurstonia Park, be received;

**That** Thurstonia residents be given to July 15, 2019 before any removal of docks along the lakeshore; and

**That** a public meeting be held prior to July 15, 2019 with the Ward Councillor, Realty Services staff and residents to discuss dock policy issues.

**Carried**

12.1.2 CW2019-047

**CR2019-223**

**Moved By** Councillor Yeo

**Seconded By** Councillor O'Reilly

**That** the deputation of James Rogers and Aaron Rogers, regarding the purchase of shore road allowance adjacent to 8 Black River Road, be received; and

**That** the matter be referred to staff to bring back an information report on the matter to the June 18, 2019 Regular Council Meeting.

**Carried**

12.1.4 CW2019-049

**CR2019-224**

**Moved By** Deputy Mayor Elmslie

**Seconded By** Councillor Dunn

**That** the City work with the Cultural Centre Committee to establish a working group to prepare an RFP for a Cultural Centre(s) Feasibility Study to be conducted by a independent qualified consultant;

**That** representatives from the municipality, including Economic Development staff and other required staff and Councillors Seymour-Fagan and Richardson, be added to the Cultural Centre Committee or working group;

**That** the City include up to \$100,000 as a decision unit in the 2020 budget as the City's contribution towards the Cultural Centre(s) Feasibility Study;

**That** the working group, in consultation with staff, propose options for the oversight of the feasibility study for Council's consideration; and

**That** staff be directed to complete the 2019 Cultural Master Plan by the end of 2019 which will include engagement with community stakeholders on their needs and aspirations for a future cultural centre and their future vision and strategies for Kawartha Lakes cultural sector growth.

**Carried**

12.1.8 CW2019-053

**CR2019-225**

**Moved By** Councillor Seymour-Fagan

**Seconded By** Deputy Mayor Elmslie

**That** Report PRC2019-003, **Consolidated Trails By-Law 2007-107 Review**, be received;

**That** the attached 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 approved and adopted by Council; and

**That** staff be directed to bring forward an amendment to By-Law 2009-116, A By-Law to Regulate the Operation of All-Terrain Vehicles on Municipal Highways in the City of Kawartha Lakes, to temporarily permit the use of Side by Side Off Road Vehicles on designated City Highways as defined in the Highway Traffic Act which are not to exceed 64 inches in width as defined in Item 12.1.8, Report CW2019-053 and Item 17.1.15 of the March 26, 2019 Council Agenda.

**Carried**

12.1.10 CW2019-055

**CR2019-226**

**Moved By** Councillor Ashmore

**Seconded By** Councillor O'Reilly

**That** Report CS2019-005, **Victoria County Historical Society Olde Gaol Museum Lease**, be received; and

**That** staff be directed to prepare a new Lease agreement between the Victoria County Historical Society and the City of Kawartha Lakes for the purpose a museum and historical collection storage within the Olde Gaol Museum facility (50 Victoria Avenue North, Lindsay).

**Carried**

12.1.19 CW2019-064

**CR2019-227**

**Moved By** Councillor Ashmore

**Seconded By** Councillor Yeo

**That** Report ED2019-010, **Innovation Cluster Project**, be received;

**That** Staff be directed to work with the Innovation Cluster on potential opportunities to conduct a pilot program in Kawartha Lakes; and

**That** Staff be directed to report back to Council with a proposed plan for consideration.

**Carried**

12.1.24 CW2019-069

**CR2019-228**

**Moved By** Councillor Dunn

**Seconded By** Councillor Yeo

**That** Report CLK2019-011, **Council and Committee of the Whole Revised Meeting Schedules**, be received.

**Carried**

**CR2019-229**

**Moved By** Deputy Mayor Elmslie

**Seconded By** Councillor Richardson

**That** Council approves reducing the scheduled Regular Council Meetings to one meeting per month with the understanding that Special Council Meetings may be called in accordance with the Procedural By-law; and

**That** Council approves the revised Council and Committee of the Whole Meeting Schedules.

<b>Recorded</b>	<b>For</b>	<b>Against</b>	<b>Absent</b>
Mayor Letham	X		
Deputy Mayor Elmslie	X		
Councillor Ashmore		X	
Councillor Dunn		X	
Councillor O'Reilly	X		
Councillor Richardson	X		
Councillor Seymour-Fagan	X		
Councillor Veale	X		
Councillor Yeo		X	
<b>Results</b>	<b>6</b>	<b>3</b>	<b>0</b>
			<b>Carried</b>

12.2.1 CW2019-079

**CR2019-230**

**Moved By** Deputy Mayor Elmslie

**Seconded By** Councillor Ashmore

**That** Report RS2019-015, **Surplus Property Update**, be received.

**Carried**

**Items 12.2.2 to 12.2.6**

**CR2019-231**

**Moved By** Councillor Yeo

**Seconded By** Deputy Mayor Elmslie

**That** the Committee of the Whole recommendations CW2019-080 to and including CW2019-084, relating to Report RS2019-015, **Surplus Property Update**, and included as Items 12.2.2 to and including 12.2.6 on the Agenda, be adopted.

**Carried by 2/3 Vote**

## 12.2.2 CW2019-080

**That** Resolution CR2013-848 be amended to remove the following properties from the list of properties to be sold:

- BLK D PL 386; KAWARTHA LAKES
  - PIN: 63119-0232 (LT)
  - Roll Number: 1651 310 020 30601
- BLK E PL 386; KAWARTHA LAKES
  - PIN: 63119-0231 (LT)
  - Roll Number: 1651 310 020 31000
- PCL BLOCKS-1 SEC 9M731; BLK 64 PL 9M371; KAWARTHA LAKES
  - PIN: 63269-0293 (LT)
  - Roll Number: 1651 008 010 21538
- PT LT 10 CON 2 MANVERS; KAWARTHA LAKES
  - PIN: 63270-0135 (R)
  - Roll Number: 1651 008 010 10320

(A two-thirds majority vote is required at Council to pass this specific resolution)

**Carried**

## 12.2.3 CW2019-081

**That** Resolution CR2014-101 be amended to remove the following properties from the list of properties to be sold:

- CON 8 PT N1/2 LOT 16 RP 57R4258 PART 2
  - Part of PIN: 63184-0290 (LT)
  - Roll Number: 1651 110 030 20000
- PT LT 43 CON S PORTAGE RD ELDON PT 1 57R8184; KAWARTHA LAKES
  - Part of PIN: 63166-0087 (LT)
  - Roll Number: 1651 160 041 06000
- PT LT 21 CON 5 ELDON AS IN E11901; KAWARTHA LAKES
  - Part of PIN: 63167-0052 (LT)
  - Roll Number: 1651 160 050 11150
- LT 56 PL 190; KAWARTHA LAKES
  - PIN: 63160-0226 (LT)
  - Roll Number: 1651 210 040 68000
- PT LT J PL 22 PT 1 & 2, 57R5578; KAWARTHA LAKES



- PIN: 63146-0065 (LT)
- Roll Number: 1651 240 003 24504
- PT LT G, J PL 22 PT 3, 57R295 & PT 23 & 24, 57R5578; KAWARTHA LAKES
- PIN: 63146-0077 (LT)
- Roll Number: 1651 240 003 24513

(A two-thirds majority vote is required at Council to pass this specific resolution)

**Carried**

#### 12.2.4 CW2019-082

**That** Resolution CR2014-147 be amended to remove the following property from the list of properties to be sold:

- PT W1/2 LT 16 CON 5 MARIPOSA AS IN VT80339; KAWARTHA LAKES
- PIN: 63191-0128 (LT)
- Roll Number: 1651 110 020 15504

(A two-thirds majority vote is required at Council to pass this specific resolution)

**Carried**

#### 12.2.5 CW2019-083

**That** Resolution CR2016-755 be amended to remove the following properties from the list of properties to be sold:

- S1/2 LT 5 E/S KING ST AND N/S MILL ST PL 79; CITY OF KAWARTHA LAKES
- PIN: 63191-0140 (LT)
- Roll Number: 1651 110 021 07600
- PT LT 8 CON 6 LAXTON AS IN L1114; KAWARTHA LAKES
- PIN: 63273-0190 (LT)
- Roll Number: 1651 420 001 01802
- PT LT 6 S/S KENT ST PL TOWN PLOT AS IN R266051; S/T & T/W R266051; CITY OF KAWARTHA LAKES
- PIN: 63228-0015 (LT)
- Roll Number: 1651 020 002 16900
- PT BLK M PL 119 PARTS 1 TO 4, 57R296; KAWARTHA LAKES
- PIN: 63181-0105 (LT)
- Roll Number: 1651 140 000 07903

- PT MARKET SQUARE PL 17 FENELON PT 1, 7-10 57R8606; KAWARTHA LAKES
  - PIN: 63155-0091 (LT)
  - Roll Number: 1651 240 002 26800

(A two-thirds majority vote is required at Council to pass this specific resolution)

**Carried**

#### 12.2.6 CW2019-084

**That** the surplus declaration of the following properties be rescinded:

- BLK D PL 386; KAWARTHA LAKES
  - PIN: 63119-0232 (LT)
  - Roll Number: 1651 310 020 30601
- BLK E PL 386; KAWARTHA LAKES
  - PIN: 63119-0231 (LT)
  - Roll Number: 1651 310 020 31000
- PCL BLOCKS-1 SEC 9M731; BLK 64 PL 9M371; KAWARTHA LAKES
  - PIN: 63269-0293 (LT)
  - Roll Number: 1651 008 010 21538
- PT LT 10 CON 2 MANVERS; KAWARTHA LAKES
  - PIN: 63270-0135 (R)
  - Roll Number: 1651 008 010 10320
- CON 8 PT N1/2 LOT 16 RP 57R4258 PART 2
  - Part of PIN: 63184-0290 (LT)
  - Roll Number: 1651 110 030 20000
- PT LT 43 CON S PORTAGE RD ELDON PT 1 57R8184; KAWARTHA LAKES
  - Part of PIN: 63166-0087 (LT)
  - Roll Number: 1651 160 041 06000
- PT LT 21 CON 5 ELDON AS IN E11901; KAWARTHA LAKES
  - Part of PIN: 63167-0052 (LT)
  - Roll Number: 1651 160 050 11150
- LT 56 PL 190; KAWARTHA LAKES
  - PIN: 63160-0226 (LT)
  - Roll Number: 1651 210 040 68000
- PT LT J PL 22 PT 1 & 2, 57R5578; KAWARTHA LAKES
  - PIN: 63146-0065 (LT)

- Roll Number: 1651 240 003 24504
- PT LT G, J PL 22 PT 3, 57R295 & PT 23 & 24, 57R5578; KAWARTHA LAKES
  - PIN: 63146-0077 (LT)
  - Roll Number: 1651 240 003 24513
- PT W1/2 LT 16 CON 5 MARIPOSA AS IN VT80339; KAWARTHA LAKES
  - PIN: 63191-0128 (LT)
  - Roll Number: 1651 110 020 15504
- S1/2 LT 5 E/S KING ST AND N/S MILL ST PL 79; CITY OF KAWARTHA LAKES
  - PIN: 63191-0140 (LT)
  - Roll Number: 1651 110 021 07600
- PT LT 8 CON 6 LAXTON AS IN L1114; KAWARTHA LAKES
  - PIN: 63273-0190 (LT)
  - Roll Number: 1651 420 001 01802
- PT LT 6 S/S KENT ST PL TOWN PLOT AS IN R266051; S/T & T/W R266051; CITY OF KAWARTHA LAKES
  - PIN: 63228-0015 (LT)
  - Roll Number: 1651 020 002 16900
- PT BLK M PL 119 PARTS 1 TO 4, 57R296; KAWARTHA LAKES
  - PIN: 63181-0105 (LT)
  - Roll Number: 1651 140 000 07903
- PT MARKET SQUARE PL 17 FENELON PT 1, 7-10 57R8606; KAWARTHA LAKES
  - PIN: 63155-0091 (LT)
  - Roll Number: 1651 240 002 26800

(A two-thirds majority vote is required at Council to pass this specific resolution)

**Carried**

### **13. Planning Advisory Committee Minutes**

## **Planning Advisory Committee Meeting Minutes - March 6, 2019**

### **CR2019-232**

**Moved By** Councillor O'Reilly

**Seconded By** Councillor Veale

**That** the Minutes of the March 6, 2019 Planning Advisory Committee Meeting be received and the recommendations, listed in section 13.1 of the Agenda, be adopted.

**Carried**

## **13.1 Business Arising from Planning Advisory Committee Minutes**

### **13.1.1 PAC2019-016**

**That** Report PLAN2019-010, respecting Part of Lot 13, Concession 9, Geographic Township of Manvers, and identified as 77 Twigg Road; Application No. D06-2019-003, be received;

**That** a Zoning By-law Amendment respecting application D06-2019-003, substantially in the form attached as Appendix D to Report PLAN2019-010, with the exception of the provision that permits the accessory building to be used for keeping livestock which shall be removed, be approved and adopted by Council; and

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

**Carried**

### **13.1.2 PAC2019-017**

**That** Report PLAN2019-014, respecting Part of Lots 12-14, Concession 9, Geographic Township of Verulam, City of Kawartha Lakes, identified as 34 Berry Lane – Planning File D06-2019-002, be received;

**That** a Zoning By-law Amendment respecting application D06-2019-002, substantially in the form attached as Appendix D to Report PLAN2019-014, be approved and adopted by Council; and

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

**Carried**

13.1.3 PAC2019-018

**That** Report PLAN2019-015, respecting being Part of Lot 23, Concession 9, Parts 1 & 2, Plan 57R-8353, Geographic Township of Fenelon, identified as 19 and 39 West Street North, Muskoka D & M Corp. – Applications D01-2018-006 and D06-2018-028, be received; and

**That** the applications respecting the proposed Official Plan Amendment and Zoning By-law Amendment be referred back to staff until such time as all comments have been received from all circulated agencies and City Departments, and for further review and processing.

**Carried**

13.1.4 PAC2019-019

**That** the deputation of Kevin M. Duguay, regarding a Zoning By-law Amendment Application, 4 Lindsay Street, Fenelon Falls, (Report PLAN2019-012, Item 7.1 on the Agenda), be received.

**Carried**

13.1.5 PAC2019-020

**That** the deputation of Debra Kakaria, regarding an application to permit the expansion of an existing Licensed Class A - Category 3 Pit above water table, with accessory uses and an application to amend the Oak Ridges Moraine Zoning By-law 2005-133 to permit an aggregate operation (VicDom Sand and Gravel), (Report PLAN2019-016, Item 7.2 on the Agenda), be received.

**Carried**

13.1.6 PAC2019-021

**That** Report PLAN2019-012, respecting Part of Lot 171, Plan 25, former Village of Fenelon Falls, City of Kawartha Lakes, identified as 4 Lindsay Street – Planning File D06-2018-031, be received;

**That** a Zoning By-law Amendment respecting application D06-2018-031, substantially in the form attached as Appendix D to Report PLAN2019-012, be approved and adopted by Council; and

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

**Carried**

13.1.7 PAC2019-022

**That** Report PLAN2019-016, respecting Conc. 1, Part Lot 15, Geographic Township of Manvers, VicDom Sand and Gravel – Application D06-02-009, be received;

**That** Zoning By-Law amendment respecting application D06-02-009, substantially in the form of Appendix E to Report PLAN2019-016, be adopted by Council and forwarded to the Local Planning Appeal Tribunal for approval; and

**That** after the Zoning By-law amendment respecting application D06-02-009 is adopted, staff shall then advise the Local Planning Appeal Tribunal and the Ministry of Natural Resources and Forestry that Council withdraws its objection to the application by VicDom Sand and Gravel for a Licence under the Aggregate Resources Act.

**Carried**

13.2 Items Extracted from Planning Advisory Committee Minutes

**14. Consent Matters**

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

Item 14.1.3 - Mayor Letham

Item 14.1.4 - Mayor Letham

Item 14.1.12 - Councillor Seymour-Fagan

Item 14.1.13 - Councillor Dunn

Item 14.1.14 - Councillor Dunn

**Moved By** Deputy Mayor Elmslie

**Seconded By** Councillor Seymour-Fagan

**That** all of the proposed resolutions shown in Section 14.1 and 14.2 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 14.1.3, 14.1.4, 14.1.12, 14.1.13 and 14.1.14.

**Carried**

14.1 Reports

14.1.1 CORP2019-005

**2018 Annual Report on Council Remuneration and Expenses**

Leanne Mitchell, Supervisor, Cost Accounting

**CR2019-233**

**That** Report CORP2019-005, **2018 Annual Report on Council Remuneration and Expenses**, be received for information purposes.

**Carried**

14.1.2 CORP2019-006

**High Water Bill Adjustment - 9 Dunsford Crt, Lindsay**

Linda Liotti, Manager, Revenue and Taxation

**CR2019-234**

**That** Report CORP2019-006, **High Water Bill Adjustment – 9 Dunsford Crt, Lindsay**, be received; and

**That** Council approve the recommendation of the High Water Bill Adjustment and Mandatory Service Connection Appeals Committee and provide a credit of \$871.51, to the account at 9 Dunsford Crt, Lindsay, as a one-time exemption.

**Carried**

14.1.5 PUR2019-004

**Request for Quotation 2019-08-CQ Supply and Delivery of One Single and Four Tandem Axle Trucks (International or Mack)**

Marielle van Engelen, Buyer

Todd Bryant, Manager of Fleet and Transit Services

**CR2019-235**

**That** Report PUR2019-004, **Request for Quotation 2019-08-CQ Supply and Delivery of One Single and Four Tandem Axle Trucks (International or Mack)**, be received;

**That** Winslow –Gerolamy Motors Limited be awarded quotation 2019-08-CQ Supply and Delivery of One Single and Four Tandem Axle Trucks, for the total amount of \$1,351,170.00 (not including HST) with optional features; and

**That** subject to receipt of the required documents, the Procurement Division be authorized to issue a purchase order.

**Carried**

14.1.6 PUR2019-005

**Quotation 2019-02-CQ Supply and Delivery of One Low Floor Conventional Transit Bus**

Marielle van Engelen, Buyer

**CR2019-236**

**That** Report PUR2019-005, **Quotation 2019-02-CQ Supply and Delivery of One Low Floor Conventional Transit Bus**, be received;

**That** Crestline Coach Limited of Saskatoon, SK, be selected for the award of Quotation 2019-02-CQ for the Supply and Delivery of One Low Floor Conventional Transit Bus for a total award amount of \$166,661.67, plus HST; and

**That** upon receipt of the required documents the Financial Services division be authorized to issue a purchase order.

**Carried**

14.1.7 PUR2019-006

**Single Source for Design and Contract Administration for Bobcaygeon Beach Park**

Launa Macey, Supervisor of Financial Services

**CR2019-237**

**That** Report 2019-006, **Single Source for Design and Contract Administration for Bobcaygeon Beach Park**, be received;

**That** Council authorize the single source purchase to Landscape Planning Ltd. for the design and contract administration for Bobcaygeon Beach Park at a total cost of \$443,070.00 not including HST;

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



**That** upon approval, the Financial Services division be authorized to issue a contract and purchase order.

**Carried**

14.1.8 PLAN2019-013

**Assumption of Land Abutting Mary Street West, Block 23, 57M-766 –  
Planning File D03-2018-005**

David Harding, Planner II

**CR2019-238**

**That** Report PLAN2019-013, respecting **Block 23, Plan 57M-766, former Town of Lindsay**, be received;

**That** the Assumption of Block 23, Plan 57M-766, substantially in the form attached as Appendix B to Report PLAN2019-013, be approved and adopted by Council; and

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

**Carried**

14.1.9 PLAN2019-017

**A By-law to Deem Lots 1 to 8, Registered Plan 9, Part Lots 24 and 25,  
Concession 11, Geographic Township of Manvers (John Holmberg and Lisa  
Robertson) – Planning File D30-2019-001**

Amanda Warren, Planner I

**CR2019-239**

**That** Report PLAN2019-017, respecting Lots 1 to 8, Registered Plan 9, geographic Township of Manvers, **John Holmberg/Lisa Robertson – Application D30-2019-001**, be received;

**That** a Deeming By-law respecting Lots 1 to 8, Registered Plan 9, substantially in the form attached as Appendix C to Report PLAN2019-017, be approved and adopted by Council; and

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

**Carried**

14.1.10 PLAN2019-018

**A By-law to Deem Lots 13-19 N/S Richmond Street being Part of Block A, Lots 5-12 S/S Richmond Street being Part of Block B, Lots 1-14 E/S Victoria Road being Block C, Lots 2-18 E/S Albert Street being Part of Block D, Lots 1-4 S/S Base Line Road being Block E, Registered Plan 113, geographic Township of Bexley, being 1684 Victoria Road (Five W Farms Inc.) – Planning File D30-2019-002**

Amanda Warren, Planner I

**CR2019-240**

**That** Report PLAN2019-018, respecting Lots 13-19 N/S Richmond Street being Part of Block A, Lots 5-12 S/S Richmond Street being Part of Block B, Lots 1-14 E/S Victoria Road being Block C, Lots 2-18 E/S Albert Street being Part of Block D, Lots 1-4 S/S Base Line Road being Block E, Registered Plan 113, geographic Township of Bexley, **Five W Farms Inc. – Application D30-2019-002**, be received;

**That** a Deeming By-law respecting Lots 13-19 N/S Richmond Street being Part of Block A, Lots 5-12 S/S Richmond Street being Part of Block B, Lots 1-14 E/S Victoria Road being Block C, Lots 2-18 E/S Albert Street being Part of Block D, Lots 1-4 S/S Base Line Road being Block E, Registered Plan 113, substantially in the form attached as Appendix D to Report PLAN2019-018, be approved and adopted by Council; and

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

**Carried**

14.1.11 PLAN2019-019

**Terms of Reference – Rural Zoning By-law Task Force**

Richard Holy, Manager of Planning

Janet Wong, Planner II

**CR2019-241**

**That** Report PLAN2019-019 **Terms of Reference – Rural Zoning By-law Task Force**, be received;

**That** the recommended Terms of Reference for the City of Kawartha Lakes Rural Zoning By-law Consolidation and Update Task Force (Rural Zoning By-law Task Force), as outlined in Appendix A to PLAN2019-019 be approved;

**That** Councillor Andrew Veale be appointed to the Rural Zoning By-law Task Force as the Council representative;

**That** the City Clerk be requested to advertise for four (4) appointees from stakeholder interest groups and two (2) citizen appointees to the Rural Zoning By-law Task Force; and

**That** a further Staff report be forwarded to Council to appoint the Task Force members.

**Carried**

14.1.15 RD2019-001

**Street Sweeping Level of Service Policy**

David Brumwell, Manager, Roads Operations

**CR2019-242**

**That** Report RD2019-001, **Street Sweeping Level of Service Policy**, be received; and

**That**, the Level of Service Policy entitled Street Sweeping Level of Service Policy, appended to Report RD2019-001, be adopted for inclusion in the City's Policy and Procedure Manual.

**Carried**

14.1.16 WWW2019-005

**2018 Annual Waterworks Summary Report**

Julie Henry, Quality Management and Policy Coordinator

**CR2019-243**

**That** Report WWW2019-005, **Annual Waterworks Summary Report**, be received; in accordance with reporting requirements of Ontario Regulation 170/03 Schedule 22 and Section 11 under the *Safe Drinking Water Act*, 2002 for the following municipal residential drinking water systems (DWS) owned by the City of Kawartha Lakes:

- Birchpoint Estates DWS
- Bobcaygeon DWS
- Canadiana Shores DWS
- Fenelon Falls DWS
- Janetville DWS
- King's Bay DWS
- Kinmount DWS
- Lindsay DWS
- Manilla DWS (Woods of Manilla)
- Manorview DWS
- Mariposa Estates DWS
- Norland DWS
- Omemee DWS (Victoria Glen)
- Pinewood DWS
- Pleasant Point DWS
- Sonya DWS
- Southview DWS
- Victoria Place DWS
- Western Trent DWS
- Woodfield DWS
- Woodville DWS

**Carried**

14.1.17 PUR2019-009

**2019-31-CQ Peel St and Russell St Reconstruction**

Linda Lee, Buyer

Corby Purdy, Supervisor/Infrastructure, Design, Construction

**CR2019-244**

**That** Report PUR2019-009, **2019-31-CQ Peel St and Russell St Reconstruction**, be received;

**That** Coco Paving be awarded 2019-31-CQ Peel St and Russell St Reconstruction, for the quoted price of \$5,740,907.61;

**That** CIMA+ be awarded Contract Administration and Inspection Services on Peel St and Russell St Reconstruction, for the quoted price of \$289,771.70;

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

**That** the Procurement Division be authorized to issue a Purchase Order.

**Carried**

14.2 Correspondence

14.3 Items Extracted from Consent

14.1.3 CORP2019-008

**High Bill Adjustment – 56 King St, Lindsay**

Linda Liotti, Manager, Revenue and Taxation

This item was dealt with concurrently with Item 14.1.4.

14.1.4 CORP2019-007

**High Bill Adjustment – 22 Elliot St – Fenelon Falls**

Linda Liotti, Manager, Revenue and Taxation

**Moved By** Councillor Dunn

**Seconded By** Councillor Richardson

**That** Report CORP2019-008, **High Bill Adjustment – 56 King St, Lindsay**, be received; and

**That** Council approve the recommendation of the High Water Bill Adjustment and Mandatory Service Connection Appeals Committee and provide a credit of \$379.43, to the account of 56 King Street, Lindsay as a one-time exemption;

**That** Report CORP2019-007, **High Bill Adjustment – 22 Elliot St., Fenelon Falls**, be received;

**That** Council approve the recommendation of the High Water Bill Adjustment and Mandatory Service Connection Appeals Committee and provide a credit of \$420.08, to the account at 22 Elliot St., Fenelon Falls, as a one-time exemption; and

**That** Staff review and report back to Council on the High Water Bill Adjustment policy with consideration to removing the restriction on income producing properties and consider adding an adjustment cap of \$1,500 on this group of properties.

**Motion Failed**

**CR2019-245**

**Moved By** Councillor O'Reilly

**Seconded By** Councillor Veale

**That** Report CORP2019-008, **High Bill Adjustment – 56 King St, Lindsay**, be received; and

**That** Report CORP2019-007, **High Bill Adjustment – 22 Elliot St, Fenelon Falls**, be received.

**Carried**

14.1.12 EA2019-006

**Request by Shield Storage Centres Inc. for Deferral of Development Charges**

Adam Found, Manager of Corporate Assets

**CR2019-246**

**Moved By** Councillor Seymour-Fagan

**Seconded By** Councillor Ashmore

**That** Report EA2019-006, **Request by Shield Storage Centres Inc. for Deferral of Development Charges**, be received; and

**That** notwithstanding Council Policy CA2016-001, the site plan agreement for the storage unit development proposed at 221 Main Street, Bobcaygeon by Shield Storage Centres Inc. provide for the fully secured deferral of development charges whereby the development charges are payable 15 days after a by-law to replace By-Law 2015-224 comes into force and are determined in accordance with the applicable development charge rates then in effect.

**Carried**

14.1.13 ENG2019-006

**Request for Speed Reduction – CKL Road 36**

Joseph Kelly, Senior Engineering Technician

**CR2019-247**

**Moved By** Councillor Dunn

**Seconded By** Councillor Yeo

**That** Report ENG2019-006, **Request for Speed Reduction – CKL Road 36**, be received; and

**That** large warning signage with educational text be installed as outlined as Option 2 of Report ENG2019-006, with the addition of ping ponging lights and timer to the large information sign.

**Carried**

14.1.14 ENG2019-007

**Request for Traffic Calming – St. David Street**

Joseph Kelly, Senior Engineering Technician

**CR2019-248**

**Moved By** Councillor Dunn

**Seconded By** Councillor Yeo

**That** Report ENG2019-007, **Request for Traffic Calming – St. David Street**, be received.

**Carried**

**15. Petitions**

**16. Other or New Business**

**17. By-Laws**

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

**CR2019-249**

**Moved By** Councillor O'Reilly

**Seconded By** Councillor Ashmore

**That** the By-Laws shown in Section 17.1 of the Agenda, namely: Items 17.1.1 to and including 17.1.16 be read a first, second and third time, passed, numbered, signed and the corporate seal attached, save and except item 17.1.11.

**Carried**

17.1 By-Laws by Consent

17.1.1 By-law 2019-042

**A By-law to Stop Up and Close Various Road Allowances within the Geographic Township of Bexley, in the City of Kawartha Lakes**

17.1.2 By-law 2019-043

**A By-law to Amend By-law 2017-039, Being A By-Law to Regulate Animals in the City of Kawartha Lakes  
(Amendment No. 2)**

17.1.3 By-law 2019-044

**A By-law to Amend By-law 2016-112, Being A By-Law To Regulate and Govern the Standards for Maintaining and Occupying Property Within Kawartha Lakes  
(Amendment No. 2)**

17.1.4 By-law 2019-045

**A By-law to Amend By-law 2013-043, Being A By-Law to Regulate the Fortification of Land and to Prohibit Excessive Fortification of Land and to Prohibit the Application of Excessive Protective Elements to Land Within the City of Kawartha Lakes  
(Amendment No. 1)**

17.1.5 By-law 2019-046

**A By-law to Amend By-law 2018-234, being a By-Law to Establish and Require Payment of Fees for Information, Services, Activities and Use of City Property in The City of Kawartha Lakes (known as the Consolidated Fees By-law)**

17.1.6 By-law 2019-047

**A By-law to Amend By-law 2018-039, being a By-law to Regulate Water and Wastewater Services in the City of Kawartha Lakes**

17.1.7 By-law 2019-048

**A By-law to Amend By-law 2017-120, being A By-law to Appoint Four Deputy City Treasurers and to Create and Prescribe the Duties and Responsibilities of that Position**



17.1.8 By-law 2019-049

**A By-Law To Amend The Township of Manvers Zoning By-Law No. 87-06 To Rezone Land Within The City Of Kawartha Lakes**

(File D06-2019-003, Report PLAN2016-010, 77 Twigg Road – Youngfield Farms Ltd.)

17.1.9 By-law 2019-050

**A By-Law To Amend The Township of Verulam Zoning By-Law No. 6-87 To Rezone Land Within The City Of Kawartha Lakes**

(File D06-2019-002, Report PLAN2019-014, 34 Berry Lane)

17.1.10 By-law 2019-051

**A By-Law To Amend The Village of Fenelon Falls Zoning By-Law No. 89-25 To Rezone Land Within The City Of Kawartha Lakes**

(File D06-2018-031, Report PLAN2019-012, 4 Lindsay Street)

17.1.11 CC2019-11.17.1.11

This Item was moved to By-laws Extracted from Consent - see Item 17.2.1

17.1.12 By-law 2019-052

**A By-Law To Dedicate and Assume Land Within the City of Kawartha Lakes, Described as Block 23, 57M-766 PIN 63237-0882 (LT), Mary Street West, Former Town of Lindsay, Now City Of Kawartha Lakes**

(File D03-2018-005, Report PLAN2019-013, abutting Mary Street West)

17.1.13 By-law 2019-053

**A By-Law To Deem Part of a Plan of Subdivision, Previously Registered For Lands Within Kawartha Lakes, Not To Be A Registered Plan Of Subdivision In Accordance With The Planning Act, Pin # 63260-0184 (LT), Described As Part Lot 24-25, Concession 11, Lot 1-8 S/S Fallis Street, Plan 9, Fallis Street, Franklin Street, Plan 9, Geographic Township Of Manvers, Now City Of Kawartha Lakes**

(File D30-19-001, Report PLAN 2019-017, respecting Lots 1 to 8, Plan 9, Manvers – Holmberg/Robertson)

17.1.14 By-law 2019-054

**A By-Law To Deem Part of a Plan of Subdivision, Previously Registered For Lands Within Kawartha Lakes, Not To Be A Registered Plan Of Subdivision In Accordance With The Planning Act, Pin # 63116-0313 (LT), described as Lots 13-19 N/S Richmond Street Block A, Registered Plan 113; Pin # 63116-0329 (LT), described as Lots 2-18 E/S Albert Street Block D, Registered Plan 113; Pin # 63116-0330 (LT), described as Lots 5-12 S/S Richmond Street Block B, Registered Plan 113; Pin # 63116-0331 (LT), described as Lots 1-14 E/S Victoria Road Block C, Lots 1-4 S/S Base Line Road Block E, Registered Plan 113, geographic Township of Bexley, now City Of Kawartha Lakes**

(File D30-2019-002, Report PLAN 2019-018, respecting 1684 Victoria Road – Five W Farms Inc.)

17.1.15 By-law 2019-055

**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**

17.1.16 CC2019-11.17.1.16

**A By-law to Amend By-law 2008-212, Being A By-Law to Establish a Board of Management for the Lindsay Business Improvement Area in the City of Kawartha Lakes**

17.2 By-Laws Extracted from Consent

17.2.1 CC2019-11.17.1.11

**A By-Law To Amend The Corporation of the City of Kawartha Lakes Oak Ridges Moraine Zoning By-Law No. 2005-133 To Rezone Land Within The City Of Kawartha Lakes**

(File D06-02-009, Reports PLAN2014-014 and PLAN2019-016, 4060 Boundary Road –VicDom Sand & Gravel (Ontario) Ltd. /978970 Ontario Inc)

**CR2019-250**

**Moved By** Councillor Yeo

**Seconded By** Deputy Mayor Elmslie

**That a draft By-Law To Amend The Corporation of the City of Kawartha Lakes Oak Ridges Moraine Zoning By-Law No. 2005-133 To Rezone Land Within The City Of Kawartha Lakes, (File D06-02-009, Reports PLAN2014-014**

and PLAN2019-016, 4060 Boundary Road –VicDom Sand & Gravel (Ontario) Ltd. /978970 Ontario Inc), be received and endorsed by Council; and

**That** this motion and the draft by-law be forwarded to the Local Planning Appeal Tribunal for enactment.

**Carried**

**18. Notice of Motion**

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

20.1 CC2019-11.20.1

**Water and Wastewater Division Operating Model Presentation**

**Personal Matters About Identifiable Individuals**

**Labour Relations or Employee Negotiations**

**Municipal Act, 2001 s. 239(2)(b)(d)**

Bryan Robinson, Director of Public Works

This Item was dealt with under Item 4 - Closed Session.

**20. Matters from Closed Session**

**21. Confirming By-Law**

21.1 By-law 2019-057

**A By-law to Confirm the Proceedings of a Regular Meeting of Council,  
Tuesday, March 26, 2019**

**CR2019-251**

**Moved By** Councillor Yeo

**Seconded By** Councillor Dunn

**That** a by-law to confirm the proceedings of a Regular Council Meeting held Tuesday, March 26, 2019 be read a first, second and third time, passed, numbered, signed and the corporate seal attached.

**Carried**

**22. Adjournment**

**CR2019-252**

**Moved By** Councillor Ashmore

**Seconded By** Councillor Yeo

**That** the Council Meeting adjourn at 3:16 p.m.

**Carried**

**Read and adopted this 23rd day of April, 2019.**

---

Andy Letham, Mayor

---

Cathie Ritchie, City Clerk

**The Corporation of the City of Kawartha Lakes**  
**Minutes**  
**Special Council Meeting**

**CC2019-12**  
**Tuesday, April 9, 2019**  
**Open Session Commencing at 2:10 p.m.**  
**Council Chambers**  
**City Hall**  
**26 Francis Street, Lindsay, Ontario K9V 5R8**

**Members:**  
**Mayor Andy Letham**  
**Deputy Mayor Doug Elmslie**  
**Councillor Ron Ashmore**  
**Councillor Pat Dunn**  
**Councillor Patrick O'Reilly**  
**Councillor Tracy Richardson**  
**Councillor Kathleen Seymour-Fagan**  
**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 2:10 p.m. Deputy Mayor D. Elmslie and Councillors R. Ashmore, P. Dunn, P. O'Reilly, T. Richardson, K. Seymour-Fagan, A. Veale and E. Yeo were in attendance.

CAO R. Taylor and City Clerk C. Ritchie were also in attendance.

**2. Adoption of the Open and Closed Session Agendas**

**CR2019-253**

**Moved By** Councillor Dunn

**Seconded By** Councillor Yeo

**That** the Agendas for both the Open Session and Closed Session of the Special Council Meeting of Tuesday, April 9, 2019, be adopted as circulated.

**Carried**

**3. Disclosure of Pecuniary Interest**

There were no declarations of pecuniary interest disclosed.

**4. Deputations**

**5. Presentations**

**6. Reports**

**7. Correspondence**

**8. Closed Session**

**CR2019-254**

**Moved By** Councillor Dunn

**Seconded By** Councillor Yeo

**That** Council convene into closed session at 2:10 p.m. in order to consider matters on the Tuesday, April 9, 2019 Closed Session Agenda and that are permitted to be discussed in a session closed to the public pursuant to Section 239(2)(b) of the Municipal Act, S.O. 2001. S.25.

**Carried**

**9. Matters from Closed Session**

**10. Confirming By-Law**

**10.1 By-law 2019-058**

**A By-Law to Confirm the Proceedings of a Special Meeting of Council,  
Tuesday, April 9, 2019**

**CR2019-257**

**Moved By** Councillor Ashmore

**Seconded By** Councillor O'Reilly

**That** a by-law to confirm the proceedings of a Special Council Meeting held Tuesday, April 9, 2019 be read a first, second and third time, passed, numbered, signed and the corporate seal attached.

**Carried**

**11. Adjournment**

**CR2019-258**

**Moved By** Councillor Yeo

**Seconded By** Councillor Dunn

**That** the Council Meeting adjourn at 2:26 p.m.

**Carried**

**Read and adopted this 23rd day of April, 2019.**

---

Andy Letham, Mayor

---

Cathie Ritchie, City Clerk



## Council Memorandum

---

Date: April 23, 2019  
To: Council  
From: Joel Watts, Deputy Clerk  
Kelly Maloney, Agriculture Development Officer  
Re: Line Fence Cost Sharing By-law Administrative Change

---

### Recommendation

**That** the April 23, 2019 Memorandum for Joel Watts and Kelly Maloney regarding an Administrative Change to the Line Fence Cost Sharing By-law, be received.

### Rationale

At the April 12, 2019 Agricultural Development Advisory Committee meeting, committee members had an opportunity to review the proposed Line Fence Cost Sharing By-law. While in their discussion they were supportive of the proposed changes, they did however note one section of the by-law that should be clarified to ensure the Line Fences Act applies in its entirety where agricultural and rural properties abut urban, hamlet, or waterfront properties.

The Committee passed the following motion:

**That** the April 10, 2019 correspondence from Joel Watts, Deputy Clerk, regarding CKL2019-004 Line Fences Act Review, be received; and

**That** the Agricultural Development Advisory Committee recommends a clarification in the by-law that the basic fence where an Agricultural or Rural property meets Urban or Settlement Area property be a page wire fence and that the Line Fences Act remains an option for dispute of fences in this situation.

The Committee recommended changing section 4.05 of the by-law from reading as:

- 4.05 Where a property as described in Section 4.01 and 4.02 abuts a property outside of that description, the Line Fences Act shall be applied to apportion the cost of a line fence on the mutual lot line(s).



To the following:

4.05 Where a property as described in Section 4.01 and 4.02 abuts a property outside of that description, the Line Fences Act shall apply.

Staff agree that the change is administrative in nature to clarify that the Line Fences Act applies in its entirety to allow the Fence Viewers to determine (after discussion with both property owners) the cost apportionment, style, and maintenance requirements in the award. Leaving the by-law as presented to Committee of the Whole may indicate that the Fence Viewers will only have jurisdiction over the cost-apportionment component of their role. This was not the intent of staff when preparing the by-law.

The concern noted by the Committee regarding type of a basic fence to be used is relevant only in a 50-50 cost-sharing by-law such as proposed for urban areas and is not relevant in the use of the Line Fences Act application. When using the Act, the Fence Viewers have the ultimate responsibility to determine the type of fence to be used. It is noted that the Line Fences Act does not describe any type of basic fence.

The by-law as presented on today's Council Agenda has been modified to address the comment from the committee for clarification purposes and final approval.

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

## **Minutes**

### **Committee of the Whole Meeting**

**COW2019-04**

**Tuesday, April 9, 2019**

**Open Session Commencing at 1:00 p.m.**

**Council Chambers**

**City Hall**

**26 Francis Street, Lindsay, Ontario K9V 5R8**

#### **Members:**

**Mayor Andy Letham**

**Deputy Mayor Doug Elmslie**

**Councillor Ron Ashmore**

**Councillor Pat Dunn**

**Councillor Patrick O'Reilly**

**Councillor Tracy Richardson**

**Councillor Kathleen Seymour-Fagan**

**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. Deputy Mayor D. Elmslie and Councillors R. Ashmore, P. Dunn, P. O'Reilly, T. Richardson, K. Seymour-Fagan, A. Veale and E. Yeo were in attendance.

CAO R. Taylor, City Clerk C. Ritchie, Deputy Clerk A. Rooth, City Solicitor R. Carlson, Directors C. Marshall, C. Shanks, J. Stover and R. Sutherland, Manager D. Kerr and Supervisor M. Farquhar were also in attendance.

**2. Adoption of Agenda**

**CW2019-086**

**Moved By** Deputy Mayor Elmslie

**Seconded By** Councillor Yeo

**That** Council waive the procedural by-law to allow the addition of a deputation by Nick Lasch regarding Frank Hill Road Public Water Access; and

**That** the Agenda for the Open Session of the Committee of the Whole of Tuesday, April 9, 2019, be adopted as circulated and with the following amendment:

**Addition - Deputation**

Item 4.3

Nick Lasch

Frank Hill Road Public Water Access

(Report CS2019-006, Item 7.1.4 on the Agenda).

**Carried**

**3. Disclosure of Pecuniary Interest**

There were no declarations of pecuniary interest disclosed.

**4. Deputations**

4.1 COW2019-04.4.1

**Dock Encroachment - 14 William Booth Crescent**

Oanali Zavery

Dilchad Zavery

Oanali Zavery advised that he has had a dock on this property for many years, noting that there is a small strip of City owned land between his property and the Scugog River on which the dock is encroaching. He requested that he be permitted to enter into a licence agreement with the City to allow continued use of the dock.

**CW2019-087**

**Moved By** Councillor Veale

**Seconded By** Councillor Seymour-Fagan

**That** the deputation of Oanali Zavery, regarding **Dock Encroachment - 14 William Booth Crescent**, be received and referred to staff for report back to Council by end of Q2 2019;

**That** no action be taken to remove the dock at 14 William Booth Crescent until such time as that report is brought forward to Council; and

**That** this recommendation be brought forward to Council for consideration at the next Regular Council Meeting.

**Carried**

4.2 COW2019-04.4.2

**Condition and Ongoing Maintenance of Scenic Hill Road**

Michael Cara

Donald Jenkins

Michael Cara showed a brief video to illustrate the condition of Scenic Hill Road. He expressed concern that the road does not meet minimum standards despite the efforts of City crews to make interim repairs, noting that the road condition is negatively impacting vehicle maintenance needs, property values and quality of life for residents. He advised that residents are seeking a more permanent solution.

**CW2019-088**

**Moved By** Deputy Mayor Elmslie

**Seconded By** Councillor Richardson

**That** the deputation of Michael Cara regarding **Condition and Ongoing Maintenance of Scenic Hill Road**, be received and referred to staff for report back to Council by end of Q2 2019;

**That** staff be directed to investigate interim maintenance options to provide some immediate relief to residents driving on Scenic Hill Road; and

**That** this recommendation be brought forward to Council for consideration at the next Regular Council Meeting.

**Carried**

4.3 COW2019-04.4.3

**Frank Hill Road Public Water Access**

(Report ED2019-006, Item 7.1.4 on the Agenda)

Nick Lasch

Nick Lasch advised that he was speaking on behalf of concerned residents of the area, noting that this property has been used for public access and as a boat launch for many years. He provided rationale for this public water access to be identified as an official Boat Launch, as detailed in his correspondence. He requested that the site be added to the inventory of official City Boat Launches with Categorization C, which includes some limited services, including garbage pick up, grass cutting, and limited docking and parking amenities.

**CW2019-089**

**Moved By** Councillor Richardson

**Seconded By** Councillor O'Reilly

**That** the April 9, 2019 correspondence from Nick Lasch and the deputation of Nick Lasch, regarding **Frank Hill Road Public Water Access**, Report ED2019-006, Item 7.1.4 on the Agenda, be received.

**Carried**

5. **Presentations**

6. **Report ED2019-013**

6.1 COW2019-04.6.1

**2019 Million Dollar Makeover Presentation**

Carlie Arbour, Economic Development Officer - Community

Carlie Arbour, Economic Development Officer - Community, delivered the 2019 Million Dollar Makeover presentation.

**CW2019-090**

**Moved By** Councillor Yeo

**Seconded By** Councillor Seymour-Fagan

**That** the presentation by Carlie Arbour, Economic Development Officer - Community, regarding the **2019 Million Dollar Makeover**, be received.

**Carried**

6.2 ED2019-013

**2019 Million Dollar Makeover Funding Allocation, First Intake**

Jennifer Stover, Director of Corporate Services

Carlie Arbour, Economic Development Officer - Community

**CW2019-091**

**Moved By** Councillor Yeo

**Seconded By** Deputy Mayor Elmslie

**That** Report ED2019-013, **2019 Million Dollar Makeover Funding Allocation, First Intake**, be received;

**That** the Community Improvement Plan (CIP) Steering Committee Terms of Reference be approved; and

**That** this recommendation be brought forward to Council for consideration at the next Regular Council Meeting.

**Carried**

**7. Consent Matters**

7.1 Reports

Item 7.1.4 was moved forward on the Agenda to be dealt with next.

7.1.4 CS2019-006

**Frank Hill Road Public Water Access**

Craig Shanks, Director of Community Services

**CW2019-092**

**Moved By** Councillor Richardson

**Seconded By** Councillor Veale

**That** Report CS2019-006, **Frank Hill Road Public Water Access**, be received;

**That** the Frank Hill Road Public Water Access property be designated and recognized as a Category C City Boat Launch; and

**That** this recommendation be brought forward to Council for consideration at the next Regular Council Meeting.

**Carried**

7.1.1 CLK2019-003

**The Kawartha Lakes Accessibility Advisory Committee (AAC) 2018 Activities Report and 2019 Proposed Work Plan**

Barbara Condie, Accessibility Officer, on behalf of the Kawartha Lakes AAC  
Council Representative - Councillor Veale

**CW2019-093**

**Moved By** Councillor Veale

**Seconded By** Deputy Mayor Elmslie

**That** Report CLK2019-003, **Kawartha Lakes Accessibility Advisory Committee (AAC), 2018 Activities Report and 2019 Proposed Work Plan**, be received;

**That** the 2019 Work Plan for the Kawartha Lakes AAC be approved; and

**That** this recommendation be brought forward to Council for consideration at the next Regular Council Meeting on April 23, 2019.

**Carried**

7.1.2 CLK2019-004

**Line Fences Act Review**

Joel Watts, Deputy Clerk

**CW2019-094**

**Moved By** Councillor Veale

**Seconded By** Councillor O'Reilly

**That** Report CLK2019-004, **Line Fences Act Review**, be received;

**That** a by-law, attached as Appendix A to this report, affirming that the Line Fences Act, 1990, does not apply to any property in the City of Kawartha Lakes (with the exception of agricultural and rural properties) and establishing a procedure for equal line fence cost sharing of a basic fence, be forwarded to Council for adoption;

**That** the administration fee for Line Fences Act proceedings be raised to \$250.00 at the next amendment to the Consolidated Fees by-law; and

**That** this recommendation be brought forward to Council for consideration at the next Regular Council meeting.

**Carried**

7.1.3 RS2019-019

**Proposed Surplus Land Declaration and Sale of City-Owned Property –  
1449 Highway 7A, Bethany, City of Kawartha Lakes (“Old” Bethany Fire  
Hall)**

Christine Oliver, Law Clerk – Realty Services

**CW2019-095**

**Moved By** Councillor Yeo

**Seconded By** Councillor Richardson

**That** Report RS2019-19, **Proposed Surplus Declaration, Closure and Sale of Shoreline Road Allowance adjacent to 1449 Highway 7A, Bethany (“Old Bethany Fire Hall”)**, be received;

**That** a portion of the City-owned property municipally known as 1449 Highway 7A, Bethany and legally described as Part of Lot 23, Concession 8, Part of Lot 6 on Plan 6, Manvers, in the Geographic Township of Manvers, City of Kawartha Lakes, be declared surplus to municipal needs;

**That** the subject property be prepared and marketed for sale to the general public in accordance with City of Kawartha Lakes By-Law 2018-020, as amended, and any policies in effect as of the date of sale, and sold for no less than the appraised value plus any and all costs associated with the transaction;

**That** a by-law (with any amendments deemed necessary) to authorize its disposition shall be passed if appropriate;

**That** the Manager of Realty Services be permitted to fully execute all surplus municipal land listing documentation and any documentation associated with the receipt of an offer to purchase surplus municipal land for the full appraised value plus any and all costs associated with the transaction;

**That** all costs associated with investigating, preparing or marketing the property be financed from the Property Development Reserve;

**That** the Mayor and Clerk be authorized to execute all legal closing documents required for the sale of the subject property; and



**That** this recommendation be brought forward to Council for consideration at the next Regular Council Meeting.

**Carried**

7.1.5 CORP2019-009

**Federal and Provincial Funding Update**

Jennifer Stover, Director, Corporate Services

**CW2019-096**

**Moved By** Councillor Yeo

**Seconded By** Deputy Mayor Elmslie

**That** Report CORP2019-009, **Federal and Provincial Funding Update**, be received;

**That** the one-time funding of approx. \$4.66 million, be transferred to the Federal Gas Tax reserve; and

**That** the one-time Provincial funding of \$725,000 be transferred to the Contingency reserve; and

**That** the Provincial cannabis funding be retained as a deferred revenue; and

**That** staff report back to Council upon completion of the update to the Long Range Financial Plan as to the best use of these funds; and

**That** Council transfer \$400,000 of 2019 OMPF surplus funds from the Operating Budget to the Contingency reserve to mitigate future anticipated reductions in Ontario Municipal Partnership Funding; and

**That** this recommendation be brought forward to Council for consideration at the next Regular Council Meeting.

**Carried**

7.1.6 ED2019-009

**Downtown Revitalization Committee of Council - 2018 Motion Summary**

Carlie Arbour, Economic Development Officer – Community

**CW2019-097**

**Moved By** Councillor Seymour-Fagan

**Seconded By** Councillor Ashmore

**That** Report ED2019-009, **Downtown Revitalization Committee of Council - 2018 Motion Summary**, be received; and

**That** this recommendation be brought forward to Council for consideration at the next Regular Council Meeting.

**Carried**

7.1.7 ED2019-011

**Municipal Heritage Committee 2019 Work Plan**

Debra Soule, Economic Development Officer – Arts, Culture and Heritage  
Council Representative - Councillor Ashmore

**CW2019-098**

**Moved By** Councillor Ashmore

**Seconded By** Deputy Mayor Elmslie

**That** Report ED2019-011, **Municipal Heritage Committee 2019 Work Plan**, be received;

**That** the 2019 Municipal Heritage Committee Work plan as outlined in Appendix B to Report ED2019-011 be approved; and

**That** this recommendation be brought forward to Council for consideration at the next Regular Council Meeting.

**Carried**

7.1.8 ED2019-012

**Downtown Revitalization Committee 2019 Work Plan**

Carlie Arbour, Economic Development Officer - Community  
Council Representative - Mayor Letham

**CW2019-099**

**Moved By** Councillor Dunn

**Seconded By** Councillor Yeo

**That** Report ED2019-012, **Downtown Revitalization Committee 2019 Work Plan**, be received;

**That** the 2019 Downtown Revitalization Committee Work Plan as outlined in this report be approved; and

**That** this recommendation be brought forward to Council for consideration at the next Regular Council Meeting.

**Carried**

7.1.9 WM2019-005

**Waste Management Advisory Committee 2019 Work Plan**

David Kerr, Manager Environmental Services

Council Representatives - Councillors Ashmore, Veale and Yeo

**CW2019-100**

**Moved By** Councillor Veale

**Seconded By** Councillor Yeo

**That** Report WM2019-005, **Waste Management Advisory Committee 2019 Work Plan**, be received;

**That** the 2019 Waste Management Advisory Committee Work Plan as outlined in this report be approved; and

**That** this recommendation be brought forward to Council for consideration at the next Regular Council Meeting.

**Carried**

7.1.10 WM2019-007

**Curbside Collection Contract-Private Roads**

Heather Dzurko, Waste Management Operations Supervisor

**CW2019-101**

**Moved By** Councillor Yeo

**Seconded By** Deputy Mayor Elmslie

**That** Report WM2019-007, **Curbside Collection Contract- Private Roads**, be received; and

**That** this recommendation be brought forward to Council for consideration at the next Regular Council Meeting.

**Carried**

7.2 Correspondence

## 7.2.1 COW2019-04.7.2.1

**Memorandum****Development Charge Review for New 2020 By-Law**

Andy Letham, Mayor

Mayor Letham informed Council of his intent to leave the Chair to move the motion. Deputy Mayor Elmslie was called upon to sit as Chair while the matter was being considered.

**CW2019-102****Moved By** Mayor Letham**Seconded By** Councillor O'Reilly

**That** the April 9, 2019 memorandum from Mayor Letham regarding a **Development Charge Review for New 2020 By-Law**, be received; and

**That** the Development Charges Task Force consider the following issues when making recommendation on the new development charges by-law (and supporting background study) to take effect in January 2020:

- Payment deferral options currently in place for residential developments, and their effectiveness;
- Affordable housing incentive options for private sector development;
- The appropriateness of discounting commercial and industrial development charges ( from 50% to 100%) where job creation goals are met;
- Mechanisms for deferring development charge- support projects that are “population serving” vs “growth incenting” to ensure stability;
- Look at derelict buildings and extend the development charge waiver up to ten years to encourage demolition and protect development rights;
- Consider development charges being charged within the existing zone category (for example, storage units);
- Reduce the development charge supported projects to specific user groups if appropriate ( for example, transferring a portion of growth related costs from non-residential to residential for parks);
- Create a long term development charges plan that affordably funds growth related projects over a realistic timeline without relying on deficit funding to meet projected growth; and

**That** this recommendation be brought forward to Council for consideration at the next Regular Council Meeting.

**Carried**

7.2.2 COW2019-04.7.2.2

**Memorandum**

**Active Transportation Master Planning**

Chris Marshall, Director of Development Services

Juan Rojas, Director of Engineering and Corporate Assets

Craig Shanks, Director of Community Services

**CW2019-103**

**Moved By** Councillor Yeo

**Seconded By** Councillor Richardson

**That** the April 9, 2019 Memorandum from Directors Marshall, Rojas and Shanks regarding **Active Transportation Master Planning**, be received;

**That** staff be directed to include funding for an Active Transportation Master Plan for the City of Kawartha Lakes as a decision unit in the 2020 budget; and

**That** this recommendation be brought forward to Council for consideration at the next Regular Council Meeting.

**Carried**

7.2.3 COW2019-04.7.2.3

**Dock Space in Greenhurst Thurstonia**

Andrew Girdler

**CW2019-104**

**Moved By** Councillor Ashmore

**Seconded By** Councillor O'Reilly

**That** the correspondence from Andrew Girdler, regarding **Dock Space in Greenhurst Thurstonia**, be received; and

**That** this recommendation be brought forward to Council for consideration at the next Regular Council Meeting.

**Carried**

7.3 Items Extracted from Consent

8. **Closed Session**

9. **Matters from Closed Session**

**10. Adjournment**

**CW2019-105**

**Moved By** Councillor Veale

**Seconded By** Deputy Mayor Elmslie

**That** the Committee of the Whole Meeting adjourn at 2:01 p.m.

**Carried**

---

Andy Letham, Mayor

---

Cathie Ritchie, City Clerk

**The Corporation of the City of Kawartha Lakes**  
**Minutes**  
**Planning Advisory Committee Meeting**

**PC2019-04**  
**Wednesday, April 10, 2019**  
**1:00 P.M.**  
**Council Chambers**  
**City Hall**  
**26 Francis Street, Lindsay, Ontario K9V 5R8**

**Members:**  
**Mayor Andy Letham**  
**Councillor Patrick O'Reilly**  
**Councillor Kathleen Seymour-Fagan**  
**Councillor Andrew Veale**  
**Mike Barkwell**  
**Tammy Smith**  
**Jason Willock**

**Accessible formats and communication supports are available upon request.**

**1. Call to Order and Adoption of Agenda**

Chair O'Reilly called the meeting to order at 1:00 p.m. Mayor A. Letham, Councillors K. Seymour-Fagan, and A. Veale and M. Barkwell, T. Smith, and J. Willock were in attendance.

Deputy Clerk and Recording Secretary J. Watts, Manager of Planning R. Holy, Supervisor of Development Planning S. Rea, Planners II M. LaHay and J. Wong, and Municipal Law Enforcement Officer T. Hickey were also in attendance.

The Chair opened the meeting and introduced Planning Advisory Committee and the members of staff present.

**PAC2019-024**

**Moved By** Mayor Letham

**Seconded By** M. Barkwell

**That** the agenda for the Wednesday, April 10, 2019 Planning Advisory Committee Meeting be adopted as circulated.

**Carried**

**2. Declarations of Pecuniary Interest**

There were no declarations of pecuniary interest noted.

**3. Public Meeting**

The Chair stated that, as required under the Planning Act, a public meeting is being held prior to the City of Kawartha Lakes Council making decisions on the following planning matters.

**3.1 PLAN2019-020**

Janet Wong, Planner II

An application to amend the Township of Eldon Zoning By-law 94-14 on land described as Lots 30, 31, and 32, Concession 1, geographic township of Eldon, identified as vacant land south side Rohallion Road - 676249 Ontario Ltd

The Chair requested staff to advise on the manner of giving notice for the proposed zoning by-law amendment. He also asked staff to briefly describe the proposal and summarize the correspondence, if any, received to date.

Ms. Wong confirmed that the required notice was given in accordance with the Planning Act and circulated to each owner of land within 500m, and a sign was



posted on the subject property. She summarized the application, explaining that it proposes to allow 0.8 ha. of the 201 ha. property to be used for an explosives storage depot to service a number of local quarries in the City of Kawartha Lakes as well as Township of Ramara. A blasting contractor (Maxam) will have a small mobile office trailer, magazine, and equipment storage units on site from which about five staff will operate with possible expansion to ten staff. The application conforms to the Growth Plan and the City of Kawartha Lakes Official Plan, and is consistent with the Provincial Policy Statement, as it would not be appropriate to propose storing explosives in an urban environment. Ms. Wong summarized the comments received to date, as detailed in her report, noting that subsequent to the writing of the report additional comments were received from the City of Kawartha Lakes Agriculture Development Officer who expressed no concerns, and Kawartha Conservation who also noted no concerns, but identified that the City should contact the Ministry of the Environment, Conservation and Parks regarding any potential bird species at risk in the area. Additional public comments were also received from Sandra Southwell expressing concerns with the quarry development in the area and the security of the proposal and by Jennifer Litton expressing concerns with the entrance location. Staff are recommending that the application be referred back to staff until such time that all commenting agencies and public concerns have been addressed. She responded to questions from Committee members.

The Chair inquired if the applicant wished to speak to the application.

Greg Sweetnam of James Dick Construction Ltd, spoke on behalf of the applicant. He noted that the proposed location makes sense due to its proximity to local quarries, and the unsuitability to locate explosives in typical industrial parks. He stated that they are working with the blasting contractor Maxam, after they approached them to locate the facility at the site. He responded to questions from Committee members.

The Chair inquired if anyone wished to speak to the application.

Douglas Willcock, of 98 Canal Road, expressed a number of concerns with the application including poor notice signage location, questions of ownership and insurance responsibility, potential shockwave distances from the site, security of the site, distance from police and ambulance services, and safety to cattle and wild animals. He concluded by stating that he believes the site location should be in Ramara Township, and that he and his family do not support the application.

Marlene Robertson, of 23 Duncan Drive, noted several concerns including security of the site, proximity to protected species of birds (like the Loggerhead

Shrike, and owls), and poor notice signage location. She also expressed that she believe the site would be better located along Highway 12 in Ramara Township, closer to the James Dick Construction quarry.

Jennifer Litton, of 120 Bolsover Road, shared her concerns with the application including, poor notice signage location, explosive haulage routes to and from the site, the size of the vehicles transporting the explosives, and security for the perimeter of the site. She recommended that the site be located closer to the quarries in Ramara Township.

The Chair permitted Mr. Sweetnam to respond to the public concerns noting that James Dick Construction and Maxam would hold the insurance for the site, and he detailed the security provisions of the storage building. He stated that trucks carrying explosives would not utilize the Bolsover area bridge crossings.

No other persons spoke to the application.

### 3.2 PLAN2019-022

Sherry L. Rea, Development Planning Supervisor

An application to amend the Township of Verulam Zoning By-law 6-87 on lands described as Part Lot 26, Concession 6, geographic township of Verulam, identified as 36 Walker's Road - McGale & Ashby

The Chair requested staff to advise on the manner of giving notice for the proposed zoning by-law amendment. He also asked staff to briefly describe the proposal and summarize the correspondence, if any, received to date.

Ms. Rea confirmed that the required notice was given in accordance with the Planning Act and circulated to each owner of land within 500m, and that a sign (which appeared to have been tampered with during the posting period) was posted on the subject property in accordance with the Planning Act. She summarized the application, explaining that it proposes to extend the temporary use on a portion of the property for the staging of outdoor role playing games including the hosting of Live Action Role Playing (LARP) games for commercial purposes. No permanent buildings or structures are proposed; however, the use of a temporary parking lot with grass surface would also be extended. The application conforms to the Growth Plan and is consistent with the Provincial Policy Statement. Ms. Rea summarized the comments received to date, as detailed in her report, noting that subsequent to the writing of the report additional comments were received from Larry Junkin noting concerns with the placement of the notice sign, and Bruce Dewey expressed his belief that the

lands are agricultural. Staff are recommending that the application be referred to Council for approval. Ms. Rea and Mr. Hickey responded to questions from Committee members.

The Chair inquired if the applicant wished to speak to the application.

Kevin Duguay spoke on behalf of the owner and applicant as he is the land use planner that has been retained for the forthcoming permanent rezoning application. He noted that this application presents a unique resource based opportunity of an existing successful business, that cannot have a negative impact on the surrounding area. He considered the concern with the signage, and believes no additional notice would be required. He noted some changes that will be forthcoming in the permanent application that are not being considered today as part of the temporary extension of the rezoning and that he believes the conclusions in the current staff report are valid. Mr. Duguay and Mr. Ashby responded to questions from Committee members.

The Chair inquired if anyone wished to speak to the application.

Larry Junkin, spoke on behalf of a number of concerned residents in the area and expressed a number of concerns with the application. He noted concerns with the extension of time for longer use on the weekends, noise levels, camping on the property, risk of environmental damage to significant woodland and fish habitat in Hawkers Creek, cabin construction requests, and regular investigations from Municipal Law Enforcement. He also noted that the original traffic and environmental studies submitted 3 years ago, do not address the changes applied for in the temporary extension, and that he believes that Kawartha Conservation should be able to respond.

No other persons spoke to the application.

### 3.3 PLAN2019-023

Mark LaHay, Planner II

An application to amend the Township of Emily Zoning By-law 1996-30 on lands described as Block C, Plan 466, geographic township of Emily, identified as 19 Cardinal Road - Dalrymple

The Chair requested staff to advise on the manner of giving notice for the proposed zoning by-law amendment. He also asked staff to briefly describe the proposal and summarize the correspondence, if any, received to date.

Mr. LaHay confirmed that the required notice was given in accordance with the Planning Act and circulated to each owner of land within 500m, and a sign was posted on the subject property. He summarized the application, explaining that it proposes to rezone the northwestern portion of the property to change the previous community facility use to permit a single detached dwelling along with permitted residential accessory uses and rezone the balance of the property to not permit development within the environmentally protected area, which is composed of wetland and woodland. Conformity to the Growth Plan and consistency with the Provincial Policy Statement will be determined upon receipt of comments from the Otonabee Conservation Authority. Mr. LaHay summarized the comments received to date, as detailed in his report, noting that subsequent to the writing of the report additional comments were received from the property owners of 13 and 15 Cardinal Road regarding adverse possession use rights and environmental concerns. Staff are recommending that the application be referred back to staff for further review. He responded to questions from Committee members.

The Chair inquired if the applicant wished to speak to the application.

Dan Stone of Thorstone Consulting Services spoke as the applicant. He presented a brief overview of the history and the property (including existing liability concerns of the existing in ground pool on the property) and the proposed uses noting that under 1/2 an acre is proposed for residential uses, while the remaining 2.6 acres will be protected from future development. He noted that he has received concerns from neighbouring property owners, and looks forward to addressing any potential concerns brought forward by the Conservation Authority regarding environmental issues and the Curve Lake First Nations regarding any archaeological factors.

David Dalrymple, property owner, read his letter of support for the proposal. His letter noted that while common ownership of the property had occurred in the past, the property has been in private ownership since 2013. He stated in its existing state, a significant number of trespassers have damaged the property, and that this application intends to clean up the site, provide greater control over appropriate land access to the lot, and provide protection to the environmental features of the property.

The Chair inquired if anyone wished to speak to the application.

Karl Seidel, of 17 Cardinal Drive, noted his concerns with the receipt of the official notice, and at this time, he wasn't in a position to elaborate his views. He noted that he is satisfied that things are moving in the right direction with the application.

No other persons spoke to the application.

The public meeting concluded at 2:28 p.m.

#### **4. Business Arising from Public Meeting**

##### **4.1 Item 3.1 (PLAN2019-020)**

###### **PAC2019-025**

**Moved By** M. Barkwell

**Seconded By** Councillor Veale

**That** Report PLAN2019-020, respecting Lots 30, 31, and 32, Concession 1, Township of Eldon, and identified as vacant land south side of Rohallion Road, 676249 Ontario Ltd – Application D06-2019-004, be received; and

**That** the proposed Zoning By-law Amendment respecting Application D06-2019-004, be referred back to address any issues raised through the public consultation process and for further review and processing until such time that all comments have been received from all circulated agencies and City departments and that any comments and concerns have been addressed.

**Carried**

##### **4.2 Item 3.2 (PLAN2019-022)**

###### **PAC2019-026**

**Moved By** Mayor Letham

**Seconded By** Councillor Seymour-Fagan

**That** Report PLAN2019-022, respecting Part Lot 26, Concession 6, geographic Township of Verulam and identified as 36 Walker's Road; Application No. D06-2019-006, be received;

**That** a Zoning By-law Amendment respecting Application D06-2019-006 respecting Part Lot 26, Concession 6, geographic Township of Verulam, substantially in the form attached as Appendix C to Report PLAN2019-022, be approved and adopted by Council;

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

**That** Section 34 (17) of the Planning Act apply, and that no additional notice be given to this application.

**Carried**

4.3 Item 3.3 (PLAN2019-023)

**PAC2019-027**

**Moved By** Councillor Veale

**Seconded By** T. Smith

**That** Report PLAN2019-023, respecting Block C, Plan 466, geographic Township of Emily, City of Kawartha Lakes, Application No. D06-2019-005, be received; and

**That** Zoning By-law Amendment Application D06-2019-005, Block C, Plan 466 geographic Township of Emily, City of Kawartha Lakes, be referred back to staff for further review and processing until such time that all comments have been received from all circulated Agencies and any other concerns or issues have been addressed.

**Carried**

5. **Deputations**

6. **Correspondence**

7. **City of Kawartha Lakes Reports**

8. **Adjournment**

**PAC2019-028**

**Moved By** J. Willock

**Seconded By** M. Barkwell

**That** the Planning Advisory Committee Meeting adjourn at 2:29 p.m.

**Carried**

# The Corporation of the City of Kawartha Lakes

## Council Report

Report Number RS2019-020

---

**Date:** April 23, 2019  
**Time:** 2:00 p.m.  
**Place:** Council Chambers

---

**Ward Community Identifier:** 1

**Title:** Proposed Surplus Declaration, Closure and Sale of Shoreline Road Allowance adjacent to 76 Fulsom Crescent, Carden

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

---

### Recommendations:

**That** Report RS2019-020, **Proposed Surplus Declaration, Closure and Sale of Shoreline Road Allowance adjacent to 76 Fulsom Crescent, Carden** be received;

**That** the subject property, being the shoreline road allowance adjacent to 76 Fulsom Crescent, Carden and legally described as Part of the Shoreline Road Allowance Lying in Front of Lots 13-14 on Plan 360, in the Geographic Township of Carden, City of Kawartha Lakes, be declared surplus to municipal needs;

**That** the closure of the portion of road allowance and sale to the adjoining landowner be supported, in principle, in accordance with the provisions of By-Law 2018-020, as amended, and the Municipal Act, 2001, and subject to the parties entering into a conditional Agreement of Purchase and Sale;

**That** staff be directed to commence the process to stop up and close the said portion of road allowance;

**That** a by-law (with any amendments deemed necessary) to close the road and authorize its disposition shall be passed if appropriate; and

**That** the Mayor and Clerk be authorized to sign all documents to facilitate the road closing and conveyance of the lands.

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

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

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

## **Background:**

At the Committee of the Whole meeting of March 19, 2019, Council made the following recommendation:

**CW2019-071**

**Moved By** Councillor Dunn

**Seconded By** Councillor Ashmore

**That** Report RS2019-018, **Proposed Surplus Declaration, Closure and Sale of Shoreline Road Allowance adjacent to 76 Fulsom Crescent, Carden**, be received and referred back to staff to provide additional mapping to show the degree of continuity of the shoreline road allowance with a report back to Council; and

**That** this recommendation be brought forward to Council for consideration at the next Regular Council Meeting.

**Carried**

This report addresses that direction.

## **Rationale:**

As noted in Report RS2019-018 (attached as Appendix A), various portions of the shoreline road allowance have already been stopped up, closed, and conveyed to adjoining landowners. Earlier this year, Council approved the surplus declaration, closure and sale of the portion of shoreline road allowance abutting 82 Fulsom Crescent, which is located just to the north of the subject property.

Attached as Appendix B is a map showing the continuity of the shoreline road allowance. The subject portion of shoreline road allowance is inaccessible from the north due to the fact that portions of shoreline road allowance have been previously stopped up, closed and conveyed to the adjacent owners. From the south, while the shoreline appears to be continuous to the next road allowance leading to water, it should be noted that an inlet breaks continuity of the shoreline road allowance, making the subject portion inaccessible from the south.

Attached as Appendix C is an aerial photo, which more clearly outlines the inlet which breaks continuity in the shoreline road allowance.



## **Other Alternatives Considered:**

Council may decide not to sell the shoreline road allowance and derive no financial benefit whatsoever. That would be inconsistent with past practice and is not recommended in this circumstance.

## **Financial Impacts:**

The purchaser will be asked to enter into a conditional Agreement of Purchase and Sale with a non-refundable \$1,000.00 deposit to cover initial road closing costs. The price for a shoreline road allowance adjacent to a lake was established by By-Law 2018-020, as amended, and is set at \$23.00 per linear foot (based on a 66 foot width). All costs of the transaction, plus a \$1,500.00 fee to cover the City's staff time expenses, will be paid for by the purchasers. In addition to cost recovery, the City will receive net revenue of approximately \$2,875.00 as consideration for the subject land. This net revenue will be placed into the Property Development Reserve.

## **Relationship of Recommendations to the 2016-2019 Strategic Plan:**

This report aligns with the strategic goal of a "vibrant and growing economy" and the strategic enabler of "efficient asset management."

## **Consultations:**

Land Management Committee  
Land Registry Office  
Planning – Maps

## **Attachments:**

Appendix A – Report RS2019-018



Appendix A - Report  
RS2019-018.pdf

Appendix B – Map



Appendix B -  
Map.pdf

Appendix C – Aerial Photo



Appendix C - Aerial  
Photo.pdf

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

**Department Head:** Robyn Carlson

**Department File:** L06-18-RS042

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

## **Committee of the Whole Report**

**Report Number RS2019-018**

---

**Date:** March 19, 2019  
**Time:** 1:00 p.m.  
**Place:** Council Chambers

---

**Ward Community Identifier: 1**

**Title:** Proposed Surplus Declaration, Closure and Sale of Shoreline Road Allowance adjacent to 76 Fulsom Crescent, Carden

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

---

### **Recommendations:**

**That** Report RS2019-018, **Proposed Surplus Declaration, Closure and Sale of Shoreline Road Allowance adjacent to 76 Fulsom Crescent, Carden**, be received;

**That** the subject property; being the shoreline road allowance adjacent to 76 Fulsom Crescent, Carden and legally described as Part of the Shoreline Road Allowance Lying in Front of Lots 13-14 on Plan 360, in the Geographic Township of Carden, City of Kawartha Lakes, be declared surplus to municipal needs;

**That** the closure of the portion of road allowance and sale to the adjoining landowner be supported, in principle, in accordance with the provisions of By-Law 2018-020, as amended, and the Municipal Act, 2001, and subject to the parties entering into a conditional Agreement of Purchase and Sale;

**That** staff be directed to commence the process to stop up and close the said portion of road allowance;

**That** a by-law (with any amendments deemed necessary) to close the road and authorize its disposition shall be passed if appropriate;

**That** the Mayor and Clerk be authorized to sign all documents to facilitate the road closing and conveyance of the lands; and

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

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

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

**That** this recommendation be brought forward to Council for consideration at the next Regular Council Meeting.

## **Background:**

The Land Management Committee received a request from the owner of the property municipally known as 76 Fulsom Crescent, Carden to purchase the portion of shoreline road allowance which is adjacent to their property.

The Land Management Committee reviewed this request at their meeting on January 14, 2019 and had no objections to the request.

Public Notice advertising the potential surplus declaration and sale of the subject shoreline road allowance was completed by newspaper circulation in the Kawartha Lakes This Week on the 14<sup>th</sup>, 21<sup>st</sup>, and 28<sup>th</sup> days of February, 2019. Notice was also posted on the City's website. Realty Services did not receive any public comments or concerns with regards to the proposed closure and sale of the subject shoreline road allowance.

Appendix A is a general location map, Appendix B is an aerial photo, and Appendix C is a map.

The purpose of this report is to recommend that the subject property be declared surplus to municipal needs and that approval be given, in principle, for the closure and sale of the requested portion of the shoreline road allowance to the adjoining landowner.

## **Rationale:**

Shoreline road allowances exist on many lakes within the City of Kawartha Lakes. Although many of these allowances were never opened as public municipal roads, they remain public property. Recreational and residential property owners of "lakefront" property often do not own "their" lots right up to the water's edge. In many circumstances, the adjacent property owner has encroached onto this space and utilized it as a lot addition.

In this area various portions of the shoreline road allowance have already been stopped up, closed and conveyed to adjoining landowners. Accordingly, the Land Management Committee felt that it would be appropriate to proceed with stopping up, closing and conveying the subject portion of shoreline road allowance to the adjacent landowner.

## **Other Alternatives Considered:**

Council may decide not to sell the shoreline road allowance and derive no financial benefit whatsoever. That would be inconsistent with past practice and is not recommended in this circumstance.

## **Financial Impacts:**

The parties will be asked to enter into a conditional Agreement of Purchase and Sale with a non-refundable \$1,000.00 deposit to cover initial road closing costs. The price for a shoreline road allowance adjacent to a lake was established by By-Law 2018-020, as amended, and is set at \$23.00 per linear foot (based on a 66 foot width). All costs of the transaction, plus a \$1,500.00 fee to cover the City's staff time expenses will be paid for by the purchasers. The City will receive revenue of approximately \$2,875.00 for the subject land. The net revenue will be placed into the Property Development Reserve.

## **Relationship of Recommendations To The 2016-2019 Strategic Plan:**

This report aligns with the strategic goal of a “vibrant and growing economy” and the strategic enabler of “efficient asset management.”

## **Consultations:**

Land Management Committee  
Land Registry Office  
Planning – Maps

## **Attachments:**

### **Appendix A – General Location Map**



Appendix A - General  
Location Map.pdf

### **Appendix B – Aerial Photo**



Appendix B - Aerial  
Photo.pdf

## Appendix C – Map

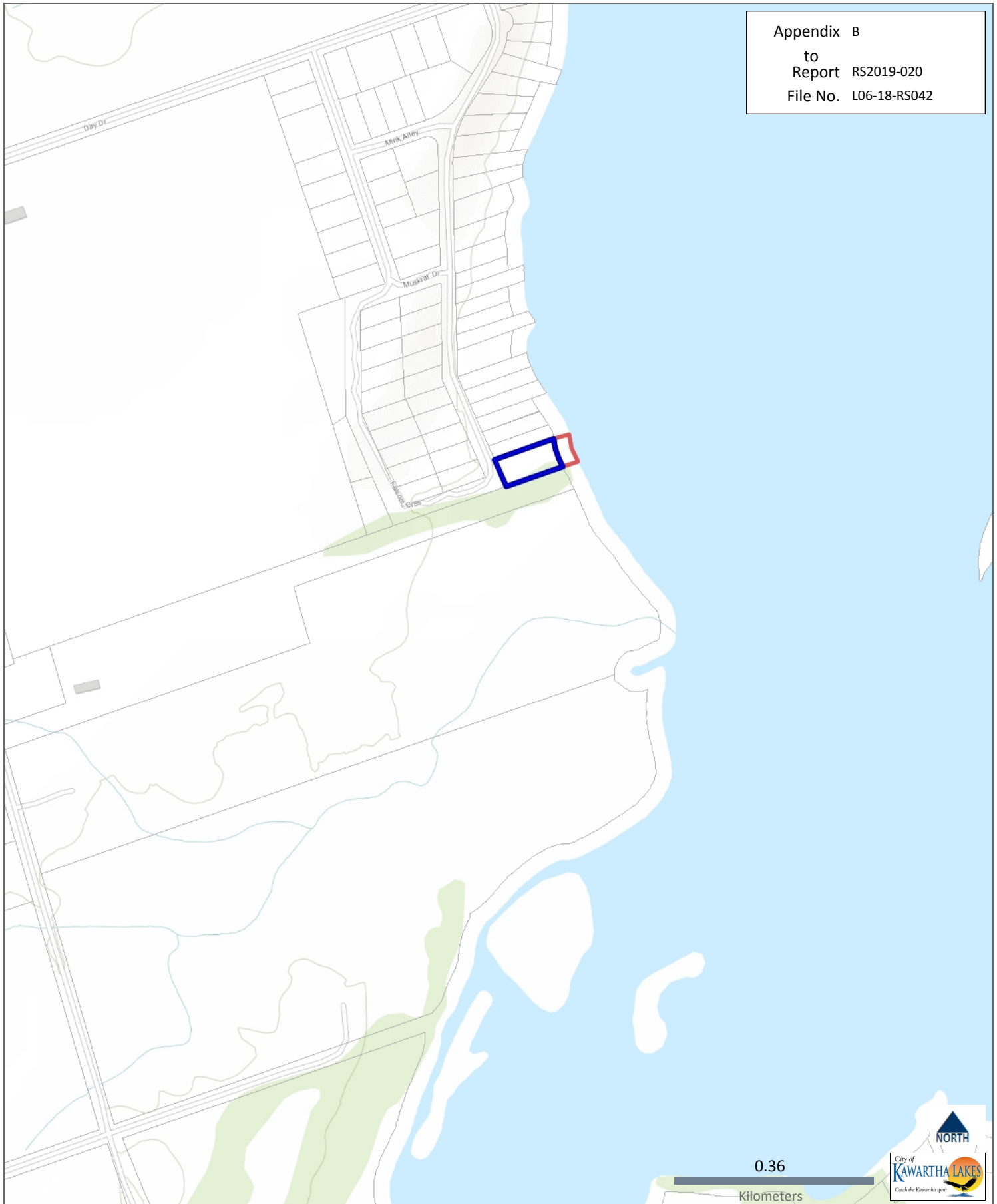


Appendix C -  
Map.pdf

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

**Department Head:** Robyn Carlson

**Department File:** L06-18-RS042







Appendix C  
to  
Report RS2019-020  
File No. L06-18-RS042

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

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

Date:

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

## **Council Report**

**Report Number RS2019-021**

---

**Date:** April 23, 2019  
**Time:** 2:00 p.m.  
**Place:** Council Chambers

---

**Ward Community Identifier: 1**

**Title:** Proposed License Agreement between the City of Kawartha Lakes and Environment Canada (Water Monitoring Station)

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

---

### **Recommendations:**

**That** Report RS2019-021, **Proposed License Agreement between the City of Kawartha Lakes and Environment Canada (Water Monitoring Station)**, be received; and

**That** the Mayor and Clerk be authorized to execute the License Agreement attached as Appendix B on behalf of the Corporation of the City of Kawartha Lakes, being a License Agreement with Environment Canada for the purpose of permitting a water monitoring station to be located on the shoreline road allowance adjacent to Head River.

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

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

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

## **Background:**

Environment Canada has been licensing space on the shoreline road allowance adjacent to Head River since 2012. The purpose of the License Agreement was to permit the location of a water monitoring station on the City-owned shoreline road allowance. The previous License Agreement expired on September 30, 2017. A copy of the expired Agreement is attached as Appendix A.

Environment Canada wishes to continue to license the subject property for a ten year period.

The proposed License Agreement was reviewed by the Land Management Committee at their meeting on December 10, 2018. The Land Management Committee had no concerns with the request, save and except a change to the fee structure. The previous Agreement only required consideration in the amount of \$1.00 per year. Pursuant to By-Law 2018-017, being the City Lands Encroachment By-Law, the annual fee for a minor encroachment on City property is set at \$125.00 per year.

Realty Services has been in contact with Environment Canada and they are agreeable to paying consideration in the amount of \$1,250.00 in full, representing \$125.00 per year of a ten year term.

The purpose of this Report is to provide Council with an opportunity to consider the terms of the proposed License Agreement and to provide direction required to execute this Agreement. The proposed License Agreement is attached as Appendix B.

Appendix C is a general location map, Appendix D is an aerial photo, and Appendix E is a map.

## **Rationale:**

The net revenue of the proposed License Agreement is \$1,250.00 for a ten year period.

Environment Canada is requesting a ten year term, as opposed to the standard five year term. The Land Management Committee had no issues with a ten year term, as the extended term will lessen the administrative burden for City staff and provide Environment Canada with confirmation that they are able to utilize the space for a longer period of time allowing for more consistent data.

## **Other Alternatives Considered:**

Council could direct that this License Agreement not be renewed. This is not recommended in this circumstance as the previous Agreement expired in 2017 and Environment Canada has continued to utilize the space.

## **Financial Impacts:**

The revenue for this License Agreement will increase from the previous term, bringing the consideration up from \$1.00 per year to \$125.00 per year.

## **Relationship of Recommendations to the 2016-2019 Strategic Plan:**

The recommendations in this report align with the strategic goal of “a vibrant and growing economy” and the strategic enabler of “responsible fiscal resource management.”

## **Consultations:**

Land Management Committee

## **Attachments:**

### **Appendix A – Expired License Agreement**



Appendix A - Expired  
License Agreement.pdf

### **Appendix B – Proposed License Agreement**



Appendix B -  
Proposed License Agr

### **Appendix C – General Location Map**



Appendix C - General  
Location Map.pdf

### **Appendix D – Aerial Photo**



Appendix D - Aerial  
Photo.pdf

## Appendix E – Map



Appendix E -  
Map.pdf

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

**Department Head:** Robyn Carlson

**Department File:** L17-18-RS209



COPY FYI

## LICENCE AGREEMENT

**THIS AGREEMENT is made**

**Between:**           The Corporation of the City of Kawartha Lakes (Licensor)  
  
                          And

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as  
represented by the Minister of the Environment who is  
responsible for Environment Canada (Licensee)**

**WHEREAS:**

1.     The Licensor is the registered owner of lands known as Part of the Shore Road Allowance, Adjacent to Lot 13, Concession 2, Geographic Township of Dalton, in the City of Kawartha Lakes (the "Lands") as shown in Schedule "A" attached;
2.     The Licensee desires to use the Lands for the placement of a water monitoring station as shown in Schedule "B" attached;
3.     The Licensee intends to operate a water quantity survey station at this same location to meet the requirements formally recognized in the 1975 Federal-Provincial Water Quantity Cost Share Agreements;
4.     The Licensor will directly and indirectly benefit from the operation of this site, as the current and historical data is used by the Province of Ontario for issuing drought and flood warnings, and is used for diverse applications by engineers, agricultural specialists and others.

**IN CONSIDERATION of the premises and other good and valuable consideration in the sum of \$1.00 the parties agree as follows:**

1.     The Licensor hereby grants to the Licensee and all other persons acting for and on behalf of the Licensee, a non-exclusive licence to use the Lands for the purposes set forth, for the period of Five (5) years commencing October 1<sup>st</sup>, two thousand and twelve (2012) and terminating on September 30th, two thousand and seventeen (2017).
2.     The Licensee accepts the Lands in their condition as of the date of this Agreement and shall not call upon the Licensor to do or pay for any work or supply any equipment to make the Lands more suitable for the proposed use by the Licensee.

**The Licensee covenants and agrees as follows:**

1.     To use the Lands only for the purpose of a water monitoring station;

date of its delivery or in the case of mailing, three (3) business days after it was delivered to the post office;

**Licensor's Address:**

The City of Kawartha Lakes  
26 Francis Street  
P.O. Box 9000  
Lindsay, Ontario  
K9V 5R8

**Licensee's Address:**

Environment Canada  
Water Survey Division  
Canada Centre for Inland Waters  
867 Lakeshore Road, P.O. Box 5050  
Burlington, ON L7R 4A6

and to:

Environment Canada  
Real Estate Services  
335 River Road, Room 206  
Ottawa, ON K1A 0H3  
FAX: (613) 998-7267  
RealEstateServices@ec.gc.ca

This Agreement shall operate to the benefit of, and be binding upon the parties and their respective successors and (where permitted) assigns.

The Parties have executed this Agreement by the hands of their duly authorized representatives as follows:

HER MAJESTY THE QUEEN IN RIGHT OF  
CANADA, as represented by the MINISTER  
OF THE ENVIRONMENT who is responsible  
for Environment Canada

Per: 

Name: Linda Griffin

Title: Director of Property Management

Signed this 18<sup>th</sup> day of October, 2012





## **Schedule B**

### **Description of Installation**

It is a 2m x 2m square metal building which will be set on either a wooden or concrete pad. The building in the photo has electrical feed, but the one on the Head River will have a solar panel and a GOES satellite transmission antenna. Housed inside the building will be a pressure transducer and data logger. There will also be a small diameter bubbler line that extends from the shelter to the bed of the adjacent river.



Note: Similar Structure to what will be installed on-site. Main difference, the actual structure to be installed will be solar powered and therefore no hydro lines will be attached to the structure.

## LICENCE AGREEMENT

**THIS AGREEMENT is made**

**Between:                   The Corporation of the City of Kawartha Lakes (Licensor)**

**and**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as  
represented by the Minister of the Environment who is  
responsible for Environment Canada (Licensee)**

**WHEREAS:**

1. The Licensor is the registered owner of lands known as Part of the Shore Road Allowance, Adjacent to Lot 13, Concession 2, Geographic Township of Dalton, in the City of Kawartha Lakes (the "Lands") as shown in Schedule "A" attached;
2. The Licensee desires to continue to use the Lands for the placement and operation of a water monitoring station as shown in Schedule "B" attached;
3. The Licensee intends to operate a water quantity survey station at this same location to meet the requirements formally recognized in the 1975 Federal-Provincial Water Quantity Cost Share Agreements;
4. The Licensor will directly and indirectly benefit from the operation of this site, as the current and historical data is used by the Province of Ontario for issuing drought and flood warnings, and is used for diverse applications by engineers, agricultural specialists and others.

**IN CONSIDERATION** of the Licence Fee and other good and valuable consideration herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Licensor hereby grants to the Licensee and all other persons acting for and on behalf of the Licensee, a non-exclusive licence to use the Lands for the purposes set forth, for the period of **Ten (10) years** commencing the **1<sup>st</sup> day of October 2017** and terminating on **30<sup>th</sup> day of September 2027**;
2. Following final execution of the herein Agreement and the successful enrollment or renewal of the Licensor in the Licensee's direct deposit payment system, the Licensee shall pay an annual Licence Fee to the Licensor upon receipt of the Licensor's invoice directed to:

Environment Canada  
Water Survey Division, Canada Centre for Inland Waters  
867 Lakeshore Road, PO Box 5050  
Burlington, ON L7R 4A6

3. The Licensee shall pay to the Licensor a Licence Fee of One Thousand, Two Hundred and Fifty (\$1,250.00) for the entire Term of this Agreement.
4. The Licensee accepts the Lands in their condition as of the date of this Agreement and shall not call upon the Licensor to do or pay for any work or supply any equipment to make the Lands more suitable for the proposed use by the Licensee.

**The Licensee covenants and agrees as follows:**

1. To use the Lands only for the purpose of a water monitoring station; and
  - 1(a). While the installation is installed and transmitting, to post the preliminary data obtained from this site (Head River near Sebright - HMS No. 02EC022) on the website *Real-time Hydrometric Data* which is accessible to the general public at [http://www.wateroffice.ec.gc.ca/index\\_e.html](http://www.wateroffice.ec.gc.ca/index_e.html);
2. To maintain the appearance of the Lands (and any equipment on the Lands) in a neat, clean and well-kept manner appropriate to the condition of land in the area;
3. To ensure that no rubbish, loose or objectionable material accumulates in or about the Lands;
4. To make no alteration to the Lands without the Licensor's written permission, including the removal of trees or grade changes, and not to erect any building or structures on the Lands, with the exception of the water monitoring station described herein in Schedule "B" attached hereto;
5. Not to assign this licence without written consent from the Licensor, which consent may not be unreasonable withheld;
6. To comply with all applicable federal, provincial and municipal laws, rules, regulations and by-laws;
7. The Licensee agrees to indemnify and hold the Licensor harmless from and against all liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any acts or omissions either in negligence whether wilful or otherwise by the Licensee, or other persons for whom the Licensee is responsible;

Notwithstanding the foregoing, any liability of the Licensee arising from this agreement shall be subject to the Crown Liability and Proceedings Act, R.S.C. 1985, c. C-50 (as amended) and the Financial Administration Act, R.S.C. c. F-11 (as amended);

8. If the Licensee defaults in performing any of its obligations under this Agreement, the Licensors shall give written notice to the Licensee of such default giving the Licensee ninety (90) days to remedy the default, failing which the Licensors may terminate the license granted under this Agreement. Any waiver by the Licensors of any breach by the Licensee of any provisions of this Agreement shall be without prejudice to the exercise by the Licensors all or in part of its rights or remedies in respect of any continuance or repetition of such breach;
9. The Licensors or the Licensee may terminate this Agreement on twelve (12) months written notice for any reason;
10. Any notice required to be given to the Licensors or the Licensee under this Agreement shall be sufficiently given if delivered or mailed postage prepaid to the addresses below. Such notice shall be deemed to have been received on the date of its delivery or in the case of mailing, three (3) business days after it was delivered to the post office;

**Licensors' Address:**

**The City of Kawartha Lakes  
26 Francis Street  
P.O. Box 9000  
Lindsay, Ontario  
K9V 5R8**

**Licensee's Address:**

**Environment Canada  
Water Survey Division  
Canada Centre for Inland Waters  
867 Lakeshore Road, P.O. Box 5050  
Burlington, ON L7R 4A6**

**and to:**

**Environment Canada  
Realty & Business Integrity Services  
351 Blvd. St-Joseph, 20<sup>th</sup> Flr - Annex  
Gatineau, QC K1A 0H3  
[Ec.servicesdesbiensimmobiliers-  
realestateservices.ec@canada.ca](mailto:Ec.servicesdesbiensimmobiliers-realestateservices.ec@canada.ca);**

11. This Agreement shall operate to the benefit of, and be binding upon the parties and their respective successors and (where permitted) assigns;
12. This Agreement may be executed in any number of counterparts, each of which shall together constitute one and the same instrument, binding on the Parties and deemed to be an original, notwithstanding that all of the Parties are not signatories to the same counterpart. Upon a counterpart being executed by each party and delivered to the other party, there shall be a valid and binding Agreement to the Parties.



13. The Parties hereto have executed this Agreement by the hands of their duly authorized representatives as follows:

**HER MAJESTY THE QUEEN IN RIGHT OF  
CANADA, as represented by the MINISTER  
OF THE ENVIRONMENT who is responsible  
for Environment Canada**

Per:   
Name: Mélanie Pérès,

**Title: Director Real Property Management**

Signed this      day of March, 2019

**IN WITNESS WHEREOF** the Corporation of the City of Kawartha Lakes has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officers pursuant to the authority contained in Resolution \_\_\_\_\_-\_\_\_\_\_ of the Committee of the Whole passed on the     day of     , 2019.

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

Per: \_\_\_\_\_, Mayor

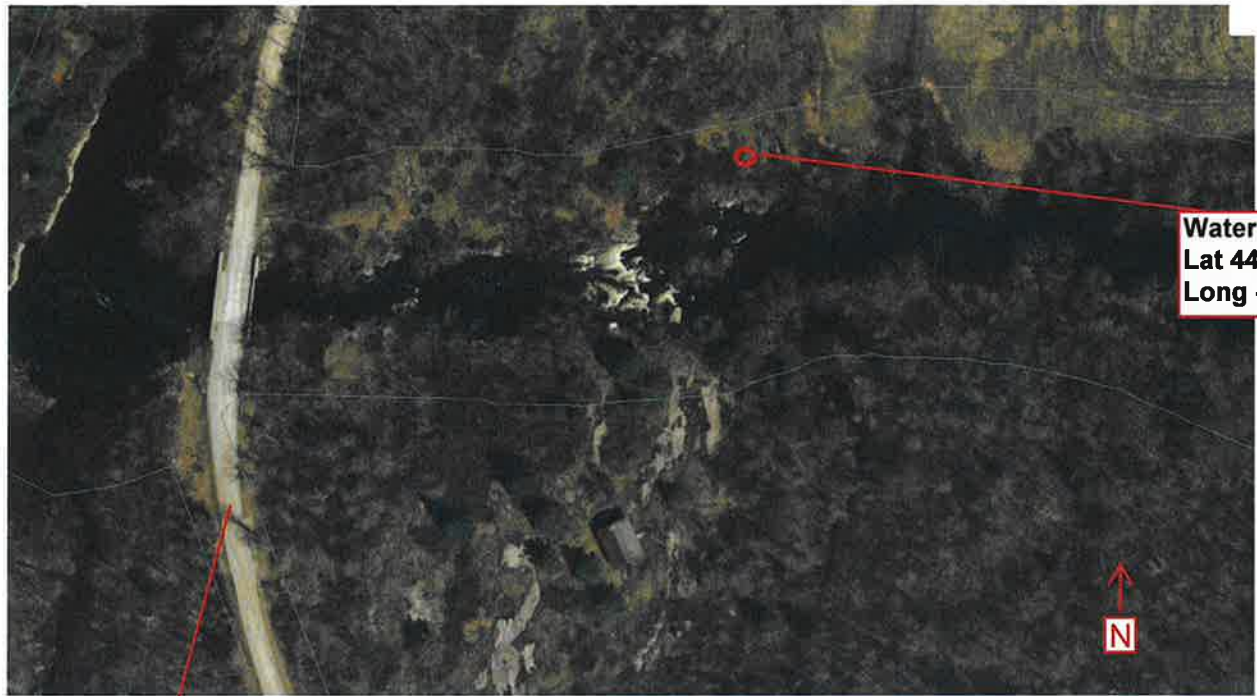
Signed this       day of       , 2019

**We jointly represent and warrant that by our joint signatures, we are duly authorized to bind the Corporation of the City of Kawartha Lakes.**

Per: \_\_\_\_\_, Clerk

**Signed this            day of            , 2019**

**SCHEDULE "A"**  
**Hydrometric Gauge 02EC022 - Head R. near Sebright, ON**



**Water Gauge Site**  
**Lat 44.72566**  
**Long -79.07046**

**MacKenzie Rd. off of Hwy 45 (Monck Rd.)**

## **SCHEDULE "B"**

### **Hydrometric Gauge 02EC022 - Head R. near Sebright, ON**

#### **Description of Installation**

A small aluminum cabinet mounted on an aluminum mast. There is a GOES satellite transmission antenna and a solar panel also attached to the mast. Housed inside the cabinet is a pressure transducer, data logger, and battery. There is also a small diameter line that extends from the shelter to the bed of the adjacent river.







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

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

Date:





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

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

Date:





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

## **Council Report**

**Report Number CORP2019-010**

---

**Date:** April 23, 2019  
**Time:** 2:00 p.m.  
**Place:** Council Chambers

---

**Ward Community Identifier: All**

**Title: 2019 Tax Policy Decisions**

**Author and Title: Linda Liotti, Manager of Revenue & Taxation**

---

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

**That** Report CORP2019-010, 2019 Tax Policy decisions, be received;

**That** optional property classes for the 2019 tax year are not adopted;

**That** the tax rate reduction for vacant and excess land in the commercial and industrial class be set as 30% and 35% respectively for 2019;

**That** the tax rate reduction for First Class Undeveloped Farm Land be set at 45% for 2019;

**That** the City exit the capping/clawback program as no properties fall within the threshold parameters;

**That** Council approve the 2019 tax ratios as outlined in Appendix A to report CORP2019-010; and

**That** the necessary by-laws be forwarded to Council for adoption.

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

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

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

## Background:

The Municipal Act, 2001 and the Assessment Act provide Council with the authority to make decisions concerning property taxation.

These decisions include:

1. adoption of optional property classes;
2. tax rate reductions for commercial and industrial properties where the land is in the property subclass of vacant land, or excess land;
3. capping and threshold parameters for properties in the multi-residential, commercial, and industrial property classes;
4. limiting the decrease for commercial, industrial, and multi-residential property classes subject to “clawback” provisions; and
5. revising tax ratios to mitigate tax shifts between the broad property classifications.

## Rationale:

### 1. Optional Property Classes

The *Assessment Act* provides for the implementation of optional property classes. This allows Council to apply different tax ratios to different property classes within the “main” property classes of commercial and industrial. Optional property classes include:

- Shopping Centre (included in the Commercial Broad Class)
- Parking Lots (included in the Commercial Broad Class)
- Office Building (included in the Commercial Broad Class)
- Large Industrial (included in the Industrial Broad Class)
- New Multi-Residential (included in the Multi Residential Broad Class)
- Small-Scale On-Farm Business Subclasses
  - Farms with a commercial and/or industrial facility on the property may be eligible for the small-scale on-farm business subclasses if it is an extension of the farming operation. The commercial and industrial subclasses provide a tax rate that is 75% lower than the industrial or commercial tax rates.
  - To qualify, 51% of the facility must be used to sell, process or manufacture a product produced on the farmland. If the commercial and/or industrial operation has an assessed value equal to or greater than \$1 million, it is not eligible for the small-scale on-farm business subclasses (O. Reg 361/18) of the Assessment Act

Different tax ratios may be implemented if optional property classes are adopted. The tax ratios in these situations must fall within the legislated ranges of fairness.

The City of Kawartha Lakes has not adopted optional property classes ensuring that all properties within a defined “broader” property class are taxed at the same level.

**Recommendation 1:**

**That Council does not adopt optional property classes for the 2019 tax year.**

**2. Tax Rate Reduction Factors**

Subsection 313(1) of the *Municipal Act, 2001* provides that tax rates levied for property in the commercial and industrial classes that are not classed as “occupied” be reduced.

**Recommendation 2:**

**The tax rate reduction by-law for 2019 provide for reductions as follows:**

<b>Commercial:</b>	<b>30%</b>
<b>Industrial:</b>	<b>35%</b>
<b>First Class Undeveloped Farm Land:</b>	<b>45%</b>

**3. 2019 Capping and Threshold Parameters**

The tools allowing for the movement of properties out of the capping calculation were updated in 2016, and implemented in 2017. The updated limits are reflected below:

- 5 - 10% of prior year capped taxes, or
- 0 - 10% of the prior year CVA taxes, or
- If the property is within \$500 of paying CVA taxes (either capped or claw backed), and
- If all the properties within the class are at CVA tax the property class can exit the capping program

Staff is recommending Council eliminate the capping/clawback program as all properties in the City of Kawartha Lakes are now paying Current Value Assessment taxes.

**Recommendation 3:**

**The City of Kawartha eliminates the capping/clawback program as all properties in the City of Kawartha Lakes are now paying Current Value Assessment taxes.**

#### 4. Clawback

Each year a by-law is required to provide the percentage of the tax decrease that is retained by the municipality (clawed back) in order to fund the properties that receive capping protection. The purpose of this by-law is to allow staff to apply these provisions to subsequent adjustments to the tax roll after the final tax bills are calculated.

##### **Recommendation 4:**

**If Council does not approve the elimination of the capping/clawback program, then as in 2018, it is recommended that the decrease clawback parameters be established at 0% for multi-residential, commercial and industrial properties.**

#### 5. Tax Ratios

Section 308 of the Municipal Act, 2001 requires municipalities to pass a by-law establishing tax ratios for each taxation year. Municipalities have the opportunity to decrease tax ratios, moving the ratios closer to the “range of fairness”.

##### **Recommendation 3:**

**The City of Kawartha Lakes establishes tax ratios as outlined in Appendix A.**

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

There are no financial implications for the municipality with the recommendations.

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

Tax policy recommendations do not directly impact or align with a specific Strategic Priority.

**Department Head E-Mail:** [jstover@kawarthalakes.ca](mailto:jstover@kawarthalakes.ca)

**Department Head:** Jennifer Stover

## Appendix A

### 2019 Tax Ratios

Property Class	Tax Ratio
Residential and Farm	1.000000
New Multi Residential	1.000000
Residential FAD 1	0.550000
Farmland	0.250000
Managed Forest	0.250000
Multi Residential	1.956823
Commercial Occupied	1.379305
Commercial Excess Land	1.379305
Commercial Vacant Land	1.379305
Landfill Occupied	1.353442
Industrial Occupied	1.346448
Industrial Excess Land	1.346448
Industrial Vacant Units	1.346448
Pipelines	2.001314

# The Corporation of the City of Kawartha Lakes

## Council Report

Report Number PUR2019-007

---

**Date:** April 23, 2019  
**Time:** 2:00 p.m.  
**Place:** Council Chambers

---

**Ward Community Identifier:** All

**Title:** RFQ 2019-18-CQ Supply and Delivery of One (1) New Valve Exercise

**Author and Title:** Marielle van Engelen, Buyer  
Todd Bryant, Manager of Fleet and Transit Services

---

### Recommendation(s):

**That** Report PUR2019-007, **Request for Quotation 2019-18-CQ Supply and Delivery of One (1) New Valve Exercise Trailer**, be received;

**That** Wachs Canada Ltd. of Newmarket, Ontario be awarded Request for Quotation 2019-18-CQ Supply and Delivery of One (1) New Valve Exercise Trailer, for the total amount of \$112,790.00 (not including HST) with optional equipment; and

**That** subject to receipt of the required documents, the Procurement Division be authorized to issue a purchase order.

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

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

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



## Background:

Request for quotation 2019-18-CQ Supply and Delivery of One (1) New Valve Exercise Trailer was prepared and advertised in accordance with the Purchasing Policy.

The request for quotation closed on March 14, 2019. Quotations were opened in public by Andy Letham, Mayor and Linda Lee, Buyer, with the following results:

Company	Quoted Amount
Wachs Canada Ltd. (Newmarket, ON)	\$90,255.00

The quotation requested pricing for optional equipment that was not included in the quoted amount as read out at the public opening. A tool box, aluminum nut removal tool, a pulling shaft and a single circuit hydraulic power unit were added to the recommendation for a total quote of \$112,790.

In accordance with the purchasing policy, the results of a competitive procurement process are considered to be irregular when fewer than three submissions are received. The award of the irregular bid shall be approved in accordance with the Table of Authority, in this case, Council approval is required as the spend is over \$100,000.

The quotation was checked for mathematical errors and compliancy to the quotation.

## Rationale:

The City of Kawartha Lakes recognizes the importance of managing all municipally owned motorized equipment in a responsible and cost effective manner.

Valve Maintenance Trailers are used throughout the City to exercise valves and hydrants. This unit is also equipped with a small vacuum that is required in the field for minor excavation and clean up. This unit is further equipped with an onboard computer system to turn, tighten and report information directly to a computer for work that is required to meet industry standard. It is anticipated this trailer will last 10-12 years before replacement.

Staff recommends that Wachs Canada Ltd be awarded Request for Quotation 2019-18-CQ Supply and Delivery of One (1) New Valve Exercise Trailer, for the total amount of \$112,790.00 (not including HST) with optional equipment.

### Other Alternatives Considered:

No other alternative is being considered as a competitive procurement process was conducted.

### Financial/Operation Impacts:

Project 994190310 for the purchase of a valve exercise trailer was approved by Council through the 2019 capital budget.

Capital Project Number	Project Budget	Other Committe d Funds	Capital Project balance	Purchase Amount (excl. HST)	HST Payable	Total Amount	Project Balance
994190310	\$720,000	\$0	\$720,000	\$112,790	\$1,985	\$114,775	\$605,225

The remaining project budget will be used for Request for Quotation 2019-38-CQ that has been issued for the purchase of a vacuum truck.

Any remaining surplus or deficit will be dealt with through the capital close report present to Council by the Treasury Department in accordance with the Capital Close Policy.

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

While there is no direct link to the strategic priorities, this purchase does address the strategic enablers of Responsible Fiscal Resource Management, Municipal Service Excellence and Efficient Infrastructure and Asset Management.

### Consultations:

Junior Accountant

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

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

**Department File:** 2019-19-CQ

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

## **Council Report**

**Report Number PUR2019-010**

---

**Date:** April 23, 2019  
**Time:** 2:00 p.m.  
**Place:** Council Chambers

---

**Ward Community Identifier:** All

**Title:** Request for Quotation 2019-16-CQ Supply and Delivery of One (1) New Forestry Aerial Truck

**Author and Title:** Marielle van Engelen, Buyer  
Todd Bryant, Manager of Fleet and Transit Services

---

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

**That** Report PUR2019-010 Request for Quotation 219-16-CQ Supply and Delivery of One (1) New Forestry Aerial Truck be received;

**That** Allan Fyfe Equipment Ltd., of Concord, Ontario ; be selected for the award of quotation 2019-16-CQ Supply and Delivery of One (1) New Forestry Aerial Truck for the quoted amount of \$ \$232,420.00 not including HST;

**That** project 9994190311 Forestry Aerial Truck be increased by \$36,510.00, with \$29,208.00 being funded from the Parks and Recreation portion of the Development Charges Reserve (45%) and the remaining \$7,302.00 being funded by the Public Works Fleet Reserve; and

**That** subject to receipt of required documents, Financial Services be authorized to issue a purchase order.

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

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

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

## Background:

Request for quotation 2019-16-CQ was issued for the supply and delivery of one new forestry aerial truck as per the 2019 approved capital budget for the Parks and Recreation Department. The quotation was issued in accordance with the Purchasing Policy.

The quotation closed on Thursday, March 28, 2019, and was opened in public by Pat Dunn, Council and Linda Lee, Buyer

Company	Quoted Amount (not including HST)
Allan Fyfe Equipment Ltd. Concord, Ontario	Quotation A: \$232,420.00
	Quotation B: \$233,600.00
Altec Industries Ltd. Milton, Ontario	\$ 238,158.00

As per the quotation document respondents were able to provide more than one submission, as the RFQ requirement was for one new, unused chassis with model years ranging from 2016 to 2020.

In accordance with the purchasing policy, the results of a competitive procurement process are considered to be irregular when fewer than three submissions are received and all submissions exceed the budget by more than \$10,000.00. The award of an irregular bid shall be approved in accordance with the Table of Authority, in this case, Council approval is required as the spend is over \$100,000.00.

Submissions were checked for mathematical errors and compliancy to the quotation.

## Rationale:

The Forestry Aerial Truck will be used up by the Parks Department for up to 1500 hours per year. This unit replaces a unit that is sixteen years old. This single unit truck with aerial attachment and dump body will be replacing two units that are currently being utilized, realizing a small operating savings. The main purpose of this unit is to mitigate the overwhelming response necessary to attack the ash boring beetle infestation. The higher boom height allows for safer removal and limbing of trees, working over water or structures. Due to the number of ash trees in parks and roadways, this unit will add a needed degree of safety and efficiency when dealing with the size and amount of trees affected by this issue. Secondly, this unit will be used to safely remove hazardous trees in parks and within road allowances.

Staff recommends that Allan Fyfe Equipment, of Concord, Ontario be awarded Request for Quotation 2019-16-CQ- Supply and Delivery of One (1) New Forestry Aerial Truck.

Additionally, staff recommend that project 9994190311 Forestry Aerial Truck be increased by \$36,510.00, with \$29,208.00 being funded from the Parks and Recreation portion of the Development Charges Reserve (45%) and the remaining \$7,302.00 being funded by the Public Works Fleet Reserve.

### **Other Alternatives Considered:**

No other alternative is being considered as the lowest quotation is being recommended through an open, fair and transparent process and the additional funding is being requested.

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

Capital Project Number	Project Budget	Other Committed Funds	Capital Project balance	Purchase Amount (excl. HST)	HST Payable	Total Amount	Project Balance
9994190311	\$200,000	\$0	\$200,000	\$232,420	\$4,090	\$236,510	(\$36,510)

It is recommended that the funds required, in the amount of \$36,510 to complete the purchase be funded from the the Parks and Recreation portion of the Development Charges Reserves and the Public Works Fleet Reserve, as this is where the initial funding came from.

Any remaining surplus or deficit will be dealt with through the capital close report presented to Council by the Treasury Department in accordance with the Capital Close Policy.

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

- Goal 1 – A Vibrant and Growing Economy
  - Recommendations in this report will support effective Parks operations service delivery, adding support to the City now and as it grows into the future.
- Goal 2 – An Exceptional Quality of Life
  - Recommendations will help support efficient delivery of Parks, Recreation and Culture operations adding to an exceptional quality of life
- Goal 3 – A Healthy Environment

- Having healthy flora and fauna in City parks creates spaces for residents to enjoy increasing their active involvement and a healthy environment

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

**Department Head:** Bryan Robinson

**Department File:** 2019-16-CQ

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

## **Council Report**

**Report Number PUR2019-011**

---

**Date:** April 23, 2019  
**Time:** 2:00 p.m.  
**Place:** Council Chambers

---

**Ward Community Identifier:** various wards

**Title:** 2019-35-CQ Gravel Resurfacing – Supply and Place Granular Material

**Author and Title:** Linda Lee, Buyer  
Mike Farquhar, Supervisor, Technical Services

---

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

**That** Report PUR2019-011, 2019-35-CQ Gravel Resurfacing – Supply and Place Granular Material, be received;

**That** Nesbitt line road be removed from program RD1806 Gravel Resurfacing and replaced with Manvers/ Scugog road as outlined in the report PUR2019-011

**That** Robert E. Young Construction Ltd. be selected for the award of 2019-35-CQ Gravel Resurfacing – Supply and Place Granular Material for the total quoted amount of \$1,314,921.80 plus HST.

**That** subject to receipt of the required documents, the Mayor and clerk be authorized to execute the agreements to award the contract; and

**That** the Procurement Division be authorized to issue a Purchase Order.

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

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

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

## Background:

Within the 2019 Capital Budget, Council approved the program Gravel Resurfacing 983190600 (RD1906). This tender is for the purchase and delivery of granular gravel for Public Works to apply to the roads that were approved in this program. The summary of how this tender is being funded can be seen in the financial impact chart. The chart shows three separate funding sources being 983180600 (RD1806) - Gravel Resurfacing, 983181400 (RD1814) -Gravel Rehabilitation and 983190600 (RD1906) - Gravel Resurfacing. This tender (2019-35-CQ) was used for pricing the remediation gravel that had been scoped and approved through 983181400 (RD1814) Gravel Rehabilitation program, the Gravel Resurfacing program for 983190600 (RD1906) as well as for pricing of the Manvers/Scugog Line Road under 983180600 (RD1806). This was done as a matter of purchasing efficiencies as the scope of work is very similar and would be all applied through Public Works operations.

Originally within the 2018 Capital Budget for 983180600 (RD1806) Gravel Resurfacing, Nesbitt Line Road which is a boundary road with Scugog Township had been included for resurfacing. However; after discussions with Scugog Township, it was determined that the Manvers/Scugog Line Road from Devitt's Road to just south of Drum Road was a better candidate than Nesbitt Line Road. This report also requests substituting Nesbitt Line Road for the Manvers/Scugog Line Road. There will be no cost impact to the budget for 983180600 (RD1806).

Request for Quotation 2019-35-CQ Gravel Resurfacing – Supply and Place Granular Material was released and advertised in accordance with the Purchasing Policy.

The RFQ closed on March 28, 2019 and was opened in public by Councilor Pat Dunn and Linda Lee, Buyer.

Company	Quoted Price
Robert E. Young Construction Ltd.	\$1,314,921.80
Dufferin Aggregates	\$1,342,310.14

## Rationale:

Staff recommends that Robert E. Young Construction Ltd. be selected for the award of Quotation 2019-35-CQ Gravel Resurfacing – Supply and Place Granular Material for the quoted price of \$1,314,921.80 plus HST.



## Other Alternatives Considered:

No other alternative is being considered as the competitive procurement process was followed and the lowest compliant bid is being recommended.

## Financial/Operation Impacts:

Funds for 2019-35-CQ were approved in the 2018 and 2019 Capital Budget as indicated in the table below

Capital Project Number	Project Budget	Other Committed Funds	Capital Project balance	Purchase Amount (excl. HST)	Contingency	HST Payable	Total Amount	Project Balance
					-10%			
983180610 to 983180613	\$73,310	\$19,680	\$53,629	\$48,625	\$4,000	\$926	\$53,551	\$77
983181428 983181445 983181422 983181429	\$719,718	\$188,950	\$530,767	\$144,528	\$14,452	\$2,798	\$161,779	\$368,987
983190600	\$1,403,689	\$120,903	\$1,282,786	\$1,121,768	\$112,412	\$21,718	\$1,255,663	\$27,122
Total	\$2,196,717	\$329,534	\$1,867,182	\$1,314,922	\$130,629	\$25,442	\$1,470,994	\$396,188

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

This project relates to Goal 1 by maintaining the City's existing infrastructure:

- Goal 1 – A Vibrant and Growing Economy

## Consultations:

Junior Accountant

Department Head E-Mail: [jrojas@kawarthalakes.ca](mailto:jrojas@kawarthalakes.ca)

Department Head: Juan Rojas, Director of Engineering and Corporate Assets

Department File: 2019-35-CQ

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

## **Council Report**

**Report Number PUR2019-012**

---

**Date:** April 23, 2019  
**Time:** 2:00 p.m.  
**Place:** Council Chambers

---

**Ward Community Identifier:** Various Wards

**Title:** 2019-27-CQ – Rural Resurfacing – Road Resurfacing; and  
2019-13-CQ Urban and Arterial Road Resurfacing

**Author/Title:** Linda Lee, Buyer  
Mike Farquhar, Supervisor, Technical Services  
Corby Purdy, Supervisor/Infrastructure, Design, Construction

---

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

**That** Report PUR2019-012, for two requests for quotations for resurfacing being:

2019-27-CQ Rural – Road Resurfacing and  
2019-13-CQ Urban and Arterial Road Resurfacing,

**That** Royel Paving, A division of CRH Canada Group Inc. be selected for the award of 2019-27-CQ Rural Resurfacing – Road Resurfacing for the quotation price of \$2,086,144 plus HST;

**That** Brennan Paving & Construction Ltd. be selected for the award of 2019-13-CQ Urban and Arterial Road Resurfacing for the quoted price of \$4,674,039.00 plus HST;

**That** Council authorize the transfer of the surplus amount of \$504,615 back to the Capital projects reserve from program 9831905 (RD1905 Rural Resurfacing);

**That** Council authorizes the increase of \$504,615 to the Capital budget program 9831904 (RD1904 Urban and Arterial Resurfacing) to be funded from the Capital reserve.

**That** subject to receipt of the required documents, the Mayor and Clerk be authorized to execute the agreements to award these quotations; and

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

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

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

**That** the Procurement Division be authorized to issue Purchase Orders as applicable.

Be received.

### **Background:**

Within the 2019 Capital budget, Council approved programs 983190400 (RD1904) Urban and Arterial resurfacing and 983190500 (RD1905) Rural Resurfacing. Both programs were released and advertised according to the Purchasing Policy.

As part of the 2019 budgeting process the decision unit for Bayview Estates Road was added to 983190500 (RD1905) based on the following resolution

#### **CR2019-053**

**Moved By** Deputy Mayor Elmslie

**Seconded By** Councillor Dunn

**That** the Decision Unit relating to Council Resolution CR2018-523 regarding the Resurfacing of Bayview Estate Road (Crimson Lane to North End) be added to the budget in the amount of \$115,500 to be funded from the Capital Reserve.

This item was included in the tender 2019-27-CQ Rural Resurfacing as a provisional item and is included in the total project cost. Also as part of tender 2019-27-CQ items Q and R for Salem Road and Farmstead Road were included. These items are funded out of the 2019 Capital approved program 983190700 (RD1907) Life Cycle Extension. These items were included within tender 2019-27-CQ Rural Resurfacing for tendering efficiencies due to the nature of the scope of work.

Additionally Council also passed a decision unit under RD1904

#### **CR2019-052**

**Moved By** Councillor Ashmore

**Seconded By** Councillor O'Reilly

**That** any contingency funds remaining from Program RD1904, JDE Identifier 983190403, CKL Rd. 17 (Colony Rd to CKL Rd. 10), be applied to the resurfacing of McGregor Drive (Walmac Shores Rd. to North End).

Program RD1904 currently requires additional funds from the capital reserve; therefore this resolution cannot be met and McGregor Drive will not be completed at this time.

The intent of this report is to award tenders 2019-13-CQ and 2019-27-CQ. To achieve this, program 983190500 (RD1905) Rural Resurfacing must be decreased by \$504,615 and returned to the capital reserve and then 983190400 (RD1904) Urban and Arterial Resurfacing must be increased by \$504,615 from the capital reserve to account for the shortfall after tendering. The result would be a net neutral on the capital reserve.

Request for Quotation (RFQ) 2019-27-CQ – Rural Resurfacing – Road Resurfacing was released and advertised in accordance with the Purchasing Policy.

The RFQ closed on March 14, 2019 and was opened in public by Mayor Andy Letham and Linda Lee, Buyer of Financial Services.

Quotations were received from the following:

Company Name	Quotation Amount	Provisional	Total
Royel Paving	\$2,036,938.00	\$49,205.00	\$2,086,143.50
Miller Paving	\$2,496,750.90	\$78,314.00	\$2,575,064.90

Request for Quotation (RFQ) 2019-13-CQ – Urban and Arterial Road Resurfacing was released and advertised in accordance with the Purchasing Policy.

The RFQ closed on February 28, 2019 and was opened in public by Councilor Pat Dunn and Marielle Van Engelen, Buyer of Financial Services.

Quotations were received from the following:

Company Name	Quotation Amount
Brennan Paving	\$4,674,039.00
Royel Paving	\$5,178,620.00
Coco Paving	\$5,691,561.53

### Rationale:

Staff recommends the award to the lowest, compliant quotations received as follows:

Royel Paving, A division of CRH Canada Group Inc. be selected for the award of RFQ 2019-27-CQ Rural Resurfacing – Road Resurfacing for the quoted price of \$2,086,144.00 plus HST; and

Brennan Paving & Construction Ltd. be selected for the award of RFQ 2019-13-CQ Urban and Arterial Road Resurfacing for the quoted price of \$4,674,039.00 plus HST

### **Other Alternatives Considered:**

No other alternative is being considered for any of the quotations as the competitive procurement processes were followed and the lowest compliant quotation is being recommended.

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

Funds for 2019-27-CQ were approved in the 2019 Capital Budget as indicated in the table below.

Funds for 2019-13-CQ were approved in the 2019 Capital Budget as indicated in the table below.

Capital Project Number	Project Budget	Other Committed Funds	Capital Project balance	Purchase Amount (excl. HST)	Contingency 10%	HST Payable	Total Amount	Project Balance
950190500	\$3,674,550	\$1,068,508	\$2,606,042	\$1,823,661	\$182,366	\$35,307	\$2,041,334	\$564,707
983190700	\$1,219,800	\$185,253	\$1,034,547	\$262,483	\$26,248	\$5,081	\$293,813	\$740,733
2019-27-CQ Total	\$4,894,350	\$1,253,761	\$3,640,589	\$2,086,144	\$208,614	\$40,388	\$2,335,147	\$1,305,440
					Contingency 5%			
983190400	\$4,610,133	\$154,923	\$4,455,210	\$4,674,039	\$200,000	\$85,786	\$4,959,825	<\$504,615>
2019-13-CQ Total	\$4,610,133	\$154,923	\$4,455,210	\$4,674,039	\$200,000	\$85,786	\$4,959,825	<\$504,615>
Grand Total	\$9,504,483	\$1,408,684	\$8,095,799	\$6,760,183	\$408,614	\$126,174	\$7,294,972	\$800,825

Other committed funds have been allocated for internal labour charges and for other road work and supplies needed within the projects.

Any remaining surplus or deficit will be dealt with through a Capital Close report presented to Council by the Treasury Department in accordance with the capital close policy.

RFQ 2019-27-CQ for 950190500 (RD1905) came in under budget, all roads according to the RFQ, and as per the Council approved 2019 capital budget, will be resurfaced within the quoted price.

RFQ 2019-13-CQ for 983190400 (RD1904) came in over budget; the remaining funds from RD1905 are available to be used to ensure that all roads within the RFQ 2019-13-CQ can be completed.

There is remaining roads to be done in 983190700 (RD1907) -Life Cycle Extension Program and any surplus will be transferred to the Capital Reserve upon completion. Request for Quotations will be advertised later this year.

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

This project relates to Goal 1 by maintaining the City's existing infrastructure.

- Goal 1 – A Vibrant and Growing Economy

**Consultations:**

Junior Buyer

**Department Head E-Mail:**

**Department Head:**

**Department File: 2019-13-CQ; 2019-27-CQ**

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

## **Council Report**

**Report Number PUR2019-013**

---

**Date:** April 23, 2019  
**Time:** 2:00 p.m.  
**Place:** Council Chambers

---

**Ward Community Identifier:** various wards

**Title:** 2019-09-OP Rural Zoning By-law consolidation and update

**Author and Title:** Linda Lee, Buyer  
Richard Holy, Manager of Planning

---

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

**That** Report PUR2019-013, 2019-09-OP Rural Zoning By-law Consolidation and Update, be received;

**That** WSP Canada Group Limited be selected for the award of 2019-09-OP Rural Zoning By-law Consolidation and Update for the total quoted amount of \$98,632.50 plus HST.

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

**That** the Procurement Division be authorized to issue a purchase order

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

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

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



## Background:

Since amalgamation in 2001, the City has been using the original comprehensive Zoning By-laws for the 18 former municipalities to control the form and location of development. While the Zoning By-laws have been adequate for past municipal needs, the combination of outdated standards, inequitable regulation of lands, and multiple regulatory documents, requires the creation new comprehensive Zoning By-laws for the City that are fair, balanced, contemporary and flexible to implement current Provincial and City Official Plan policy. Given the current appeals to the City's Official Plan and secondary plans as well as the 18 years since amalgamation, it is prudent for the City to undertake the consolidation of 18 Zoning By-laws in two phases. The first phase will be to repeal and replace 13 rural Zoning By-laws for the former geographic Townships and one Village within the City of Kawartha Lakes into one consolidated Rural Zoning By-law. The second phase will consolidate the five (5) urban Zoning By-laws once the secondary plans have been approved by the Local Planning Appeal Tribunal (LPAT).

This Request for Proposal (RFP) 2019-09-OP Rural Zoning By-law Consolidation and Update was released and advertised in accordance with the Purchasing Policy.

The RFP closed on February 28, 2019 and was opened in public by Councillor Pat Dunn and Marielle Van Engelen, Buyer of Financial Services.

Proposals were received from the following:

Company Name
WSP Canada Group Limited
MacNaughton Hermesen Britton Clarkson Planning Limited (MHBC)
DM Wills Associated Limited

## Rationale:

Staff recommends that WSP Canada Group Limited be awarded 2019-09-OP Rural Zoning By-law Consolidation and Update as the highest scoring proponent.

## Other Alternatives Considered:

No other alternative is being considered as the competitive procurement processes were followed and the scope of work cannot be changed. So, the highest scoring proponent is being recommended.

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

The 2019 Budget has \$100,000 allocated to undertake Phase 1, being the new Consolidated Rural Zoning By-law. Staff issued the project terms of reference to retain a qualified consultant to prepare the new Rural Zoning By-law consolidation and update.

The Department will ensure that costs for these services do not exceed the approved budget.

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

The City of Kawartha Lakes 2016-2019 Strategic Plan identifies these goals:

- A Vibrant and Growing Economy
- An Exceptional Quality of Life
- A Healthy Environment

The proposed comprehensive and consolidated Zoning By-law implements the City's vision as outlined in the City of Kawartha Lakes Official Plan by supporting complete communities, a healthy natural environment and a strong economy which contributes to the betterment of life for the residents, business owners, and visitors to the City.

### **Consultations:**

Junior Accountant

**Department Head E-Mail:** [cmarshall@kawarthalakes.ca](mailto:cmarshall@kawarthalakes.ca)

**Department Head:** Chris Marshall

**Department File:** 2019-09-OP

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

## **Council Report**

**Report Number PUR2019-014**

---

**Date:** April 23, 2019  
**Time:** 2:00 p.m.  
**Place:** Council Chambers

---

**Ward Community Identifier:** Ward 7

**Title:** Single Source Request to Procure One Land Ambulance

**Description:** Land Ambulance

**Author and Title:** Launa Macey, Supervisor of Financial Services

---

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

**That** Report PUR2019-014, Single Source to Procure One Land Ambulance be received;

**THAT** Crestline Coach Ltd. of Saskatoon, SK be awarded the work for a cost of \$149,134.00 not including HST;

**THAT** the Purchasing Division be authorized to issue a purchase order;

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

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

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

## **Background:**

Prior to this year, there were two companies certified to manufacture new and remounted ambulances through the Ontario Provincial Land Ambulance and Emergency Response Vehicle Standard, Crestline Coach based in Saskatoon SK and Demers Ambulances based in Beloeil, QC. In November 2018, these two companies along with Braun Industries of the US merged into one company offering three distinct brands of Ambulances.

The City currently has thirteen in the Paramedic fleet. Due to the approved enhancement in the 2019 budget, that number will rise to fourteen ambulances by year end. The CKL Paramedic Services has standardized their fleet as the ambulances have proven to be both dependable and reliable and the company has provided excellent customer service over the years.

Neighbouring paramedic services, Haliburton, Peterborough and Northumberland County use the same provincial ambulance communication centre as the City and back each other's systems up when dealing with large scale patient scenes.

The entire ambulance fleet for Haliburton, Peterborough and Northumberland are Crestline. This is important in emergency situations as vehicle familiarity plays an important role with regards to response times for Paramedics working in cross boarder situations, or when vehicles are loaned and/or borrowed from neighbouring paramedic services.

## **Rationale:**

In accordance with the City's Purchasing Policy, a single source means there is more than one source in the open market but for reasons of function or service, one vendor is being recommended. In this case, the request is to ensure compatibility with an existing product, equipment facility or service required and the vendor has the skills related to an existing knowledge of the nature of the service.

The Kawartha Lakes Paramedic Service will have a fleet of fourteen ambulances. The maximum number of ambulances scheduled to be in service at any one time is seven. It is an accepted practice in Paramedic Services to have back up ambulances available in a state of readiness. Back up ambulances are essential in case of maintenance schedules, unexpected breakdowns, major incidents, abnormally high call volumes, and inclement weather.

## **Other Alternatives Considered:**

No Other Alternatives are being considered at this time.

## Financial/Operation Impacts:

The 2019 approved capital budget allocated \$165,000 for the purchase of one new land ambulance. (938190201)

Capital Project Number	Project Budget	*Other Committed Funds	Capital Project Balance	Purchase Amount (Excl. HST)	HST Payable	Total Amount	Project Balance
938190201	\$165,000	\$0	\$165,000	\$149,134	\$2,625	\$151,759	\$13,241

The remaining balance available will be used for lettering and striping of the new ambulance to be done locally.

Any remaining deficit will be dealt with through the capital close report presented to Council by the Treasury Department in accordance with the Capital Close Policy.

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

The recommendation in this report supports Goal 2 of the strategic plan: An exceptional quality of life through enhanced access to services including emergency services.

The purchase of an ambulance is aligned with the following Strategic Enablers: Responsible Fiscal Resource Management, Municipal Service Excellence and Efficient Infrastructure and Asset Management.

## Consultations:

Executive Assistant Paramedic Service  
Junior Accountant

**Department Head E-Mail:** [arafton@kawarthalakes.ca](mailto:arafton@kawarthalakes.ca)

**Department Head:** Andrew Rafton, Acting Chief of Paramedic Service

**Department File:** 2019 Single-Sole Source Forms

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

## **Council Report**

**Report Number PUR2019-015**

---

**Date:** April 23, 2019  
**Time:** 2:00 p.m.  
**Place:** Council Chambers

---

**Ward Community Identifier:** Ward 7

**Title:** Single Source for Lindsay Recreation Complex East Pool Roof Replacement

**Description:** Replacement of East Pool Roof

**Author and Title:** Launa Macey, Supervisor of Financial Services

**Co-Author and Title:** Rod Porter, Capital and Special Projects Supervisor

---

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

**That** Report PUR2019-015, Single Source for Lindsay Recreation Complex East Pool Roof Replacement, be received;

**That** Kei-Lin Roofing Inc. be awarded the work for the Lindsay Recreation Complex East Pool Roof Replacement for the total quoted amount of \$127,773.00 plus HST.

**That** subject to receipt of the required documents, the Mayor and clerk be authorized to execute the agreements to award the contract; and

**That** the Procurement Division be authorized to issue a Purchase Order.

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

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

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

## **Background:**

An emergency repair was undertaken at the Lindsay Recreation Complex to repair the West slope of the pool roof as a result of wind damage. The pool roof had leaked as a result causing damage to the facility. Quotes were requested by City staff from local roofing contractors as part of the emergency procurement process. The work was awarded to the lowest quote provider Kei-Lin Roofing Inc. The remaining pool roof slopes were prioritized and budgeted for and approved as part of the 2019 capital budget request.

City staff approached Kei-Lin Roofing Inc. to inquire if the previously submitted unit price provided for the emergency procurement would be honoured for the remaining roof sections. Kei-Lin Roofing Inc. has agreed to honour their pricing for all roof sections.

All the roof slopes in questions are adjoined and insulation values are being increased during the project therefore creating an elevation difference between roofs if the work is not completed in a simultaneous manner.

## **Benefits**

All the roof slopes are adjoined therefore completing the work in a continuous manner is a priority

- Roof slopes are being insulated at the same time therefore avoiding an elevation difference
  - If completed by separate contractors additional sacrificial flashings and finishes would be required
- Warranty with one contractor
  - Deficiencies and or repairs with only one contractor
  - Can hold one contractor responsible for workmanship
- Avoid Constructor issues as only one contractor completing the work
- Consistent product and workmanship
- Site safety and protection with one contractor
  - In case of damages and or safety concerns
- Fair market price for the work

## **Rationale:**

Staff recommend that Kei-Lin Roofing Inc. be awarded the work for the Lindsay Recreation Complex East Pool Roof Replacement for the total quoted amount of \$127,773.00 plus HST.

## Other Alternatives Considered:

None, as hiring the same contractor who is currently repairing the West slope will ensure that the warranty is intact for all sections.

## Financial/Operation Impacts:

Funds for the LRC roof were approved in the 2019 Capital Budget as indicated in the table below

Capital Project Number	Project Budget	Other Committe d Funds	Capital Project balance	Purchase Amount (excl. HST)	Contingency -10%	HST Payabl e	Total Amount	Project Balance
950190308	\$166,069	\$92,684	\$73,383	\$116,157	\$11,616	N/A	\$127,773	<\$54,388>
950190300	\$2,641,000	\$526,815	\$2,114,185	\$0	\$0	\$0	\$0	\$2,114,185
Total balance of 950190300								\$2,059,796

This project was approved as an early start 2019 project due to emergency repairs needed. No extra funds were requested from the Capital Reserves at that time as it was thought there would be more than enough funds in the 2019 capital project as well as \$36,068.50 from an insurance claim to be used towards the emergency work. Although the project shows a deficit, extra contingency has been applied and the overall project is expected to come in under budget allowing savings from other projects within the Lindsay Recreation Centre to cover the difference.

Any remaining surplus or deficit will be dealt with through the capital close report presented to Council by the Treasury Department in accordance with the Capital Close Policy.

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

- Goal 1 – A Vibrant and Growing Economy
  - Recommendations in this report will support effective Parks operations service delivery within the facility, adding support to the City now and as it grows into the future.
- Goal 2 – An Exceptional Quality of Life



- Recommendations will help support efficient delivery of Parks, Recreation and Culture programming within the aquatics facility adding to an exceptional quality of life
- Goal 3 – A Healthy Environment
  - Having a sound and safe recreation facility within the City creates spaces for residents to enjoy increased activity and their active lifestyle.

## **Consultations:**

Junior Accountant

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

**Department Head:** Craig Shanks, Director of Parks, Recreation and Culture

**Department File:** Single Source

# The Corporation of the City of Kawartha Lakes

## Council Report

Report Number PUR2019-019

---

**Date:** April 23, 2019  
**Time:** 2:00 p.m.  
**Place:** Council Chambers

---

**Ward Community Identifier:** Ward 7

**Title:** 2019-14-CP Design, Supply and Install a Splashpad at Elgin Park

**Description:** Design, Supply and Install a Splashpad at Elgin Park

**Author and Title:** Launa Macey, Supervisor of Financial Services

**Co-Author and Title:** Ryan Smith, Supervisor Parks and Open Spaces

---

### Recommendation(s):

**That** Report PUR2019-019, 2019-14-CP Design, Supply and Install a Splashpad at Elgin Park, be received;

**That** Yard Weasels Inc. be awarded the work for Design, Supply and Install a Splashpad at Elgin Park as the highest scoring proponent.

**That** subject to receipt of the required documents, the Mayor and clerk be authorized to execute the agreements to award the contract; and

**That** the Procurement Division be authorized to issue a Purchase Order.

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

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

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

## Background:

The current Splash Pad at Elgin Park has reached its service life. The updated Splash Pad will meet current safety standards and accessible requirements. This project was approved by Council as part of the 2018 Capital Budget and will be completed in partnership with the Lindsay Rotary Club.

Request for Proposal 2014-14-CP Design, Supply and Install of a Splash Pad at Elgin Park was advertised in accordance with the Purchasing Policy and there were four companies that responded to the request.

The Proposal closed on Thursday March 7, 2019 and was opened in public by Pat Dunn, Councilor and Ashley Wykes, Buyer.

Company
ABC Recreation Ltd.
Diamond Head Sprinklers Inc.
New World Park Solutions Inc.
Yard Weasels Inc.

## Rationale:

Staff recommend Yard Weasels Inc. be awarded the work for Design, Supply and Install a Splashpad at Elgin Park as the highest scoring proponent.

## Other Alternatives Considered:

None, as the highest scoring proponent is being recommended.

## Financial/Operation Impacts:

Funds for the splashpad were approved in the 2019 Capital Budget as indicated in the table below

Capital Project Number	Project Budget	Other Committed Funds	Capital Project balance	Purchase Amount (excl. HST)	Contingency -10%	HST Payable	Total Amount	Project Balance
950180119	\$200,000	\$30,650	\$169,350	\$148,000	\$14,800	\$2,865	\$165,655	\$3,684

Any remaining surplus or deficit will be dealt with through the capital close report presented to Council by the Treasury Department in accordance with the Capital Close Policy.

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

This project is aligned with the City of Kawartha Lakes vision of “offering an exceptional lifestyle.” Recreation components and the enhancement of facilities for inclusion in this project support the strategic goals of a healthy environment and exceptional quality of life. This project also provides improved access to community services.

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

All Design elements will meet or exceed Integrated Accessibility Standards Regulation Guidelines and Design of Public Spaces Standards.

### **Servicing Implications:**

The proposed work in this project has been reviewed from a Servicing standpoint by the Engineering Department and meets all the servicing requirements of the City. A portion of the project adds infrastructure to meet with servicing needs.

### **Consultations:**

Junior Accountant

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

**Department Head:** Craig Shanks, Director of Parks, Recreation and Culture

**Department File:** 2019-14-CP

# City of Kawartha Lakes

## Council Report

Report Number BLDG2019-001

---

**Date:** April 23, 2019

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

**Place:** Council Chambers

---

**Ward Community Identifier:** All Wards

**Title:** Building By-law 2012-019 Amendment No 5

**Description:** Code of Conduct for Building Officials

**Author and Title:** Susanne Murchison, Chief Building Official

---

### Recommendation(s):

**That** Report BLDG2019-001, Building By-law 2012-019 Amendment No 5, be received;

**That** the Code of Conduct for Building Officials be approved; and

**That** the necessary amending by-Law be brought forward to Council for adoption.

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

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

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

## **Background:**

An amendment to the Building Code Act in 2003 required municipalities to prepare and emplace a Code of Conduct for Building Officials and the topic was presented to Council on page 5 of report DEV2004-086 (attached as Appendix A to this report), with a note “a follow up report will be provided with a code of conduct included for adoption by council”. Following that report a draft by-law amendment was prepared and presented to Council as an appendix to report DEV2005-178 (attached as Appendix B to this report). The draft by-law contains a section, on page 14, below the signature lines for the Mayor and Clerk, listing the schedules attached to the by-law and Schedule B was to be the Code of Conduct for Building Officials, however the Code of Conduct was omitted when the by-law was enacted.

Since that date the Code of Conduct has been enacted and posted in all Building Division offices, as well as on the City website, with staff being held to those standards of conduct. The purpose of this report and associated by-law amendment is to address direction from the Ministry of Municipal Affairs to have the code of conducts approved by Council.

This report addresses that Ministry direction.

## **Rationale:**

A review of other municipalities within Ontario indicates that the majority incorporate the Code of Conduct into the Building By-law and staff are bringing forward this report and associated draft by-law amendment (attached as Appendix C to this report) to address this house-keeping item.

## **Other Alternatives Considered:**

No other alternatives have been considered.

## **Financial/Operation Impacts:**

This report does not have any financial implications.

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

This report addresses an administrative matter.

## **Consultations:**

Clerk's Office

Ministry of Municipal Affairs

## **Attachments:**

Appendix A – Report DEV2004-086



Appendix A -  
BLDG2019-001.pdf

Appendix B – Report DEV2005-178



Appendix B -  
BLDG2019-001.pdf

Appendix C – draft Building By-law 2012-019 Amendment No 5



Appendix C -  
BLDG2019-001.pdf

**Department Head E-Mail:** [cmarshall@kawarthalakes.ca](mailto:cmarshall@kawarthalakes.ca)

**Department Head:** Chris Marshall

THE CORPORATION OF THE CITY OF KAWARTHA LAKES **FILE NO.** \_\_\_\_\_

**REPORT**

**DEV2004-086**

**Meeting Date: December 7, 2004**  
Development Service and Public Works

**WARD:** All

**Subject:** Update on Ontario Building Code amendments and the City Preparedness

**Author:** Brent Rice, Manager Building and Municipal Law Enforcement

**Signature:** \_\_\_\_\_

**RECOMMENDATION(S):**

THAT Report DEV2004-086, "Update on Ontario Building Code amendments and the City Preparedness", be received for information;

**DIRECTOR:** \_\_\_\_\_

**OTHER:** \_\_\_\_\_

**TREASURER** (if applicable) \_\_\_\_\_

**CHIEF ADMINISTRATIVE OFFICER** \_\_\_\_\_



## **BACKGROUND:**

Report DEV 2003-101, "Update on Bill 124, An Act to Improve Public Safety and to Increase Efficiency in Building Code Enforcement was provided to the Development and Public Works Committee on September 23, 2003 and is included as Appendix 'A'.

This report is provided as a follow up on the status of the amendments to the Building Code Act, the regulations and the preparedness of the City in compliance with the new requirements.

## **RATIONALE:**

On September 1, 2003 certain provisions of the amended Ontario Building Act came into force. The balance of the amendments comes into effect on July 1, 2005. These amendments will affect the City's Building and Financial departments as well as contractors, designers and the general public.

On July 1, 2005 the following provisions will take effect:

- Mandatory qualifications for building officials;
- Mandatory registration for certain classes of designers and Registered Code Agencies, including mandatory qualifications and professional indemnity insurance;
- The use of common forms;
- Time frames within which decisions must be made on issuing a building permit;
- Stages of construction when a building must be inspected;
- Authority to allow municipalities to appoint Registered Code Agencies (RCAs);
- New rules governing building permit fees to enhance transparency; and
- Code of Conduct

These provisions will have the following effects on the City of Kawartha Lakes Building Division:

### ***Mandatory qualifications for building officials***

The Building Division has run a number of Ministry training courses over the last few years. Two refresher courses have been offered this fall with plans to run additional courses in 2005 to assist staff in preparation for the required examinations. The courses which we run in house are also made available to other industry professionals which reducing our training costs and offer the potential for revenue generation. In addition to the courses run in-house, some staff are also taking specialized courses offered by the Ontario Building Officials Association (OBOA).

We have been able to run these courses in house utilizing a staff person who is trained as a course facilitator. As of November 30<sup>th</sup>, this employee left the City for employment with another municipality. This loss will result in additional costs to the City to hire a facilitator to run the courses. Over time we may be able to train additional staff as a facilitator.

The progress of each staff member in obtaining the qualification categories that they will need is continually being tracked to ensure that the needs of the City will be met. To date 7 staff members have written 11 qualification examinations with a 100% passing rate. The examinations are run by the Ministry with an \$80.00 fee for each examination, \$25.00 to file for advance standing in a category and \$80.00 per person to file your qualifications with the Ministry.

The table included as Appendix A entitled Classes of Registration – Required of City Staff and Current Status lists each staff member, the classes of registration they are required to achieve and their current status in achieving those registrations.

Based on the staff progress to date I do not anticipate any problems with staff being prepared to meet this requirement by July 1, 2005.

***Mandatory registration for certain classes of designers and Registered Code Agencies, including mandatory qualifications and professional indemnity insurance***

There have been no changes to this amendment and will not effect on the Municipality as it applies to designers and Registered Code Agencies.

***The use of a common forms***

We do not anticipate any problems or complications for the department as a result of the requirement to use a common building permit application. The developer of the department permit tracking software has been consulted and they have confirmed that the system can be modified to use the new application. Once the Ministry has finalized the new application the information will be forwarded to the developer so the modifications can be made.

The BCA will also prescribe forms for use when issuing orders under the Act. This new requirement will have no effect on the City.

***Time frames within which decisions must be made on issuing a building permit***

This new regulation provides maximum time frames in which a decision must be made on the issuance of a building permit. The mandatory time period does not begin until all of the following required information is provided;

- that the application be signed by a person described in Clause 2.4.1.1A.(1)(a) or (b),
- that all applicable fields on the application form and required schedules are completed,
- that all attachments indicated as being attached to the application are submitted with the application, and
- that the application be accompanied by the types and quantities of plans and specifications that are prescribed by the applicable by-law, resolution or regulation made under Clause 7 (1) (b) of the Act.

The required time frames correspond to the work objective outlined in the 2004 business plan for the division. Starting in midsummer we have not been able to meet these time

frames for new homes and commercial/industrial permits. Housing permits have taken up to 3 ½ weeks and large commercial/industrial permits are taking 5-6 weeks. If building activity continues at the present rate the department will not be able to comply with the mandatory time periods unless additional staff and/or increased overtime are provided. If the Municipality does not meet the required time frame the applicant has the option of appealing to the Building Code Commission at which time a hearing would take place and the Building Code Commission could order that the permit be issued.

### **Stages of construction when a building must be inspected**

This provision now requires that an inspection be completed by a qualified inspector or registered code agency within two days after receiving notification. The time period for completing the inspection begins on the day following the day on which the notice is given and does not include Saturdays, holidays and all other days when the offices of the principal authority, (the Municipality) is not open for business to the public. The list of required notifications has been increased to include additional stages of construction not currently listed.

The Division is currently conducting inspections at all of the construction stages pertaining to the amended notification requirements with the exception of the HVAC system in houses. There will be a slight increase in workload to complete this additional inspection.

We currently require 24 hours notice for inspections; however, most inspections are carried out the same day as requested. With the increased work load and mandatory notification times discussed above the majority of the inspections will be delayed, however we do not anticipate a problem with compliance with the amended time frames.

### **Authority to allow municipalities to appoint Registered Code Agencies (RCAs), or to allow certain building permit applicants to appoint their own RCA**

This amendment to the Building Code has been further amended. The amendment removes the provisions originally set to take effect on July 1, 2005 that would allow builders to appoint private inspection agencies referred to as registered code agencies, (RCA). The amendment is a result of concerns raised by the Association of Municipalities of Ontario, Building Officials and others and is intended to protect the public safety by removing the potential for conflicts of interest in building plan review and construction inspections.

As a result of this current amendment this provision will have no effect on the Municipality.

### **New rules governing building permit fees to enhance transparency**

This provision is intended to ensure that permit fees are collected only to offset the cost of administering the Act. To this end the City will be required to submit a report to the Ministry yearly.

The Finance Department and the Building Division are working to develop a methodology for determining all costs related to the enforcement of the Act. Initial

investigation indicates that our fee for direct and indirect costs exceeds the revenue currently collected. A follow up report will be provided on this item.

The Finance department has confirmed that preparing the required yearly report will not be an issue for them.

### **Code of Conduct**

The amended BCA requires that the Municipality establish and enforce a code of conduct for the Chief Building Official and Inspectors. The purpose of the code of conduct is:

1. To promote appropriate standards of behavior and enforcement actions by the chief building official and inspectors in the exercise of a power or the performance of a duty under this Act or the building code.
2. To prevent practices which may constitute an abuse of power, including unethical or illegal practices, by the chief building official and inspectors in the exercise of a power or the performance of a duty under this Act or the building code.
3. To promote appropriate standards of honesty and integrity in the exercise of a power or the performance of a duty under this Act or the building code by the chief building official and inspectors.

A follow up report will be provided with a code of conduct included for adoption by council.

### **Additional Items**

In addition to these amendments the City's building by-law will have to be reviewed and modified to reflect the changes to the BCA.

The amendments to the Building Code and the Building Code Act go beyond affecting just the municipality. Anyone involved in the building industry will be affected to varying degrees. To ensure that the local building industry and the public are aware of the impact the changes will have on them the Building department has been working with the local chapter of the Ontario Building Officials Association to host information sessions.

To facilitate compliance with the qualifications for inspectors and designs the Building Department is host an examination day at the OPS Community Centre on January 10, 2005. The department is also working with the Manager of Code Interpretation and Development with the Ministry of Municipal Affairs to co-ordinate a public information session at the OPS community centre. The date is yet to be finalized. We will be advertising the event in the local papers and posting information posters at all of the Service Centres.

**OTHER ALTERNATIVES CONSIDERED:**

This report is being provided for information. There are no alternatives to complying with the amendments to the Building Code Act.

**FINANCIAL CONSIDERATIONS:**

There will be an increase in costs associated with the requirements of the implementation of Bill 124 and the continued operation of the department. These costs are attributed to the mandatory qualifications for building officials and will have a financial impact on the operating budget for the Department. In addition to these fees there will be additional costs associated with training, modification of the existing software. These cost as well as any difference between revenue and cost could be recovered through increased building permit fees.

**RELATIONSHIP OF RECOMMENDATIONS TO 2002-2012 VISION:**

Maintaining a well trained and professional building department to assist the public and ensure that all building within the City is in compliance with the Ontario Building Code is key in maintaining the community's values on Good Government and Community Focus.

**CONSULTATIONS:**

Richard Danziger Director of Development Services,  
Rudy Huisman, Director of Finance

**ATTACHMENTS:**

Appendix "A" – Classes of Registration – Required of City Staff and Current Status  
Appendix "B" – Report DEV2003-101

<b>Phone: 705-324-3962 Ext. 212</b>	<b>Director: Richard Danziger</b>
<b>E-Mail: <a href="mailto:brice@city.kawarthalakes.on.ca">brice@city.kawarthalakes.on.ca</a></b>	<b>Dept. File: C10</b>

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

APPENDIX " B "

to

**REPORT**

REPORT BLDG 2019-001

**DEV2005-178**

FILE NO. \_\_\_\_\_

---

**Meeting Date: November 22, 2005**  
**Meeting Time: 12:30 P.M.**  
**Meeting Place: Council Chambers**  
**Development and Public Works**

**WARD: All**

---

**Subject: Amended Building By-law**

**Author: Brent Rice**

**Signature:** \_\_\_\_\_

**RECOMMENDATION(S):**

**THAT** Report DEV2005-178, "Amended Building By-law", be received and;

**THAT** a by-law to replace the City of Kawartha Lakes By-law 2002-71 and By-law 2004-74 in the general format of Appendix 'A' to this report be referred to Council for approval;

---

**DIRECTOR:** \_\_\_\_\_

**OTHER:** \_\_\_\_\_

---

**TREASURER** (if applicable)

---

**CHIEF ADMINISTRATIVE OFFICER**

## **BACKGROUND:**

In March of 2000, the Minister of Municipal Affairs and Housing created the Building Regulatory Reform Advisory Group (BRRAG). The mandate of BRRAG was to prepare a report outlining longstanding concerns with the way in which new construction is reviewed, approved and inspected in Ontario and make recommendations to address these concerns. The terms of reference for BRAGG were that it examine the issues with the objective of:

- Improving public safety;
- Streamlining delivery of building-related inspections and review services;
- Improving the construction liability; and
- Streamlining code administration, appeal and dispute resolution mechanisms.

On July 31, 2000 BRRAG submitted their report complete with recommendations to the Minister.

As a result of BRRAG's report, Bill 124 'An Act to improve public safety and to increase efficiency in building code enforcement was introduced and received first reading on November 1, 2001. On July 25, 2003 the *Building Code Statute Law Amendment Act, 2002* (Bill 124) was proclaimed and Ontario Regulation 305/03 was filed to implement the Province's building regulatory reforms.

Certain provisions of the *Building Code Statute Law Amendment Act, 2002* came into force on September 1, 2003 and July 1, 2005 with the other provisions coming into force on January 1, 2006.

On July 1, 2005 the following provisions took effect:

- The use of a common building permit application form;
- Stages of construction when a building must be inspected;
- Authority to allow municipalities to appoint Registered Code Agencies (RCAs), or to allow certain building permit applicants to appoint their own RCA;
- New rules governing building permit fees to enhance transparency; and

On January 1, 2006 the following provisions will take effect;

- Mandatory qualifications for building officials;
- Mandatory registration for certain classes of designers and RCAs, including mandatory qualifications and professional indemnity insurance;
- Time frames within which decisions must be made on issuing a building permit;
- An expedited route to the Ontario Municipal Board in the case of site plan disputes.
- The commencement of the first reporting period for the annual building permit fee report to be prepared by municipalities.

## **RATIONALE:**

The City of Kawartha Lakes Building By-law must be updated to reflect these amendments to the Building Code Act. There have been no changes made to the fee schedule of this by-law since this particular update is around the new legislation.

A number of amendments have been made to the building by-law which are outlined below and have been highlighted in the draft by-law. The draft by-law has been reviewed by the City's solicitor and his comments have also been incorporated in the by-law.

Article 1.00, section 1.01

A number of new definitions have been added to assist in clarifying and to align the by-law with the new legislation. Due to the amendments which have added Registered Code Agencies and created new requirements for the preparation of permit documents, these new definitions are required to keep the by-law up to date.

Article 1.00, section 1.02

Sentences B and E have been added at the request of the solicitor. Sentence B specifies that word not defined in this by-law that is defined in the Building Code Act or the Building Code shall have the same meaning. Sentence E makes the schedules which are attached to this By-law an integral part of the by-law and are then enforceable as such.

Article 7.00:

Registered Code Agencies has been added.

The amendments to the Building Code Act include a provision that now allows the Municipality to pass a by-law authorizing the enforcement of portions of the code by registered code agencies, (RCA). A RCA is defined under the Code as *"a person or entity that has the qualifications and meets the requirements described in subsection 15.11 (4)"*. Council may now choose to allow for a RCA to be appointed by an applicant to perform functions relating to the enforcement of the Building Code for their individual building application and permit. If authorized, a RCA would be able to have the following role in any construction within the Municipality;

- (a) to exercise powers and perform duties under this Act and the building code in connection with reviewing plans, issuing certificates, inspecting construction and performing other functions in accordance with this Act and the building code; and
- (b) to carry out the duties of a registered code agency under this Act and the building code in respect of only those matters for which the registered code agency is qualified under this Act and the building code.

This new section addresses this service option and will allow the Chief Building Official and/or the City to enter in a service agreement with a Registered Code Agency to perform specific functions. The inclusion of this Article in the by-law is to allow the use of RCA's when deemed necessary. There is currently no plan to utilize RCA's and, of course, current collective agreements need to be respected. This does, however, allow the flexibility should the need arise.

Article 8.00, section 8.04 has been added.

The amendments to the Building Code Act include a list of mandatory inspections which must be completed by the Municipality. This list of mandatory inspections does not include inspections of masonry fireplaces and chimneys, factory-built fireplaces and allied chimneys or stoves, ranges, space heaters and add-on furnaces using solid fuels and allied chimneys. However the amendments do provide the Municipality with the authority to pass a by-law requiring additional notification for certain prescribed stages of construction listed in Article 2.4.5.2 of the Building Code Act.

This new Section of the by-law will require that notice be provided to the Chief Building Official at the following times;

Commencement of Construction of:

- Masonry fireplaces and masonry chimneys,



- Factory-built fireplaces and allied chimneys,
- Stoves, ranges, space heaters and add-on furnaces using solid fuels and allied chimneys.

Following the required notification the City's inspectors will conduct inspections on these stages of construction. Although the Municipality is not required to include these stages of construction in the by-law, the additional cost of performing these inspections will be minimal. By performing these inspections, the Municipality is protecting the public and possibly reducing the loss by fire or worse personal injury or death. By performing these inspections there may also be a reduction in fire protection costs. The inclusion of these inspections will not increase the cost of a building permit.

It is recommended that the amended building by-law attached as Appendix 'A' to this report be referred to Council for approval.

#### **OTHER ALTERNATIVES CONSIDERED:**

There are no alternatives to complying with the amendments to the Building Code Act. Council could choose not to require notification and not to perform inspections on masonry fireplaces and chimneys, factory-built fireplaces and allied chimneys or stoves, ranges, space heaters and add-on furnaces using solid fuels and allied chimneys, however for public safety this is not recommended.

#### **FINANCIAL CONSIDERATIONS:**

There are no financial considerations associated with this report. However, the new regulations have placed financial pressures on municipalities in terms of addressing qualification and training needs of building inspectors and there may potentially be implications in terms of meeting certain timelines associated with building permit applications.

#### **RELATIONSHIP OF RECOMMENDATIONS TO 2002-2012 VISION:**

This report and the recommendations are in keeping with community values on Good Government and Community Focus.

#### **CONSULTATIONS:**

Drew Gunsolus, City Solicitor

#### **ATTACHMENTS:**

Appendix 'A' – Proposed Building By-law

<b>Phone: (705) 324-9411 Ext. 200</b>	<b>Director: Richard Danziger</b>
<b>E-Mail: <a href="mailto:brice@city.kawarthlakes.on.ca">brice@city.kawarthlakes.on.ca</a></b>	<b>Dept. File: T16</b>

in which notice is being given.

#### **Article 9.00: Enforcement and Penalties**

- 9.01 **Offences:** Any person who contravenes any provision of this By-law is guilty of an offence and, upon conviction, is liable to the provisions and penalties prescribed in the Act.
- 9.02 **Collection:** In addition to any penalties imposed through prosecution of an offence pursuant to this By-law, the City is entitled to use all legal means at its disposal to collect the fees applicable pursuant to this By-law. Any and all collection methods lawfully applicable may be relied upon, including placement of unpaid fees on the tax collector's roll for the property in question.

#### **Article 10.00: Repeal of Prior Historic By-Laws; Effective Date**

- 10.01 **Repeal:** The following by-laws of the municipalities which made up historic Victoria County are repealed:

2004-074	City of Kawartha Lakes
2002-071	City of Kawartha Lakes

- 10.02 **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 <sup>th</sup> day of , 2005.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**Schedules:**

"A" – Permit and Administrative Fees

"B" – Code of Conduct for Building Officials

- (e) in circumstances where the application has been deemed to have been abandoned in accordance with Section 4.13 of this By-law, and the Applicant has not contacted the City for a period of longer than twelve (12) months.

#### **Article 7.00: Registered Code Agencies**

**7.01 Registered Code Agencies:** The Chief Building Official is authorized to enter into and sign contracts for service agreements with registered code agencies and appoint them to perform specified functions from time to time. OR Where the Corporation enters into an agreement with a Registered Code Agency, the Chief Building Official is authorized to appoint Registered Code Agencies to perform specified functions in respect of the construction of a building or a class of buildings from time to time in order to maintain the time periods for permits prescribed in subsection 2.4.1 of the Building Code.

**7.02 Function of Registered Code Agency:** The registered code agency may be appointed by the Chief Building Official to perform one or more of the specified functions described in section 15.15 of the Act.

#### **Article 8.00: Notices to the Chief Building Official**

- 8.01 Notices Under 2.4.5:** The Permit Holder shall notify the Chief Building Official or Registered Code Agency where one is appointed, of each stage of construction for which a mandatory notice is required under the Building Code. In addition, the permit holder shall provide the notice of completion as prescribed by Section 11 of the Act, or where occupancy is required prior to completion, notice of inspection to ensure that the requirements of Section 11 of the Act and the building Code are complied with.
- 8.02 Effective When Received by Chief Building Official:** A notice pursuant to this Part of the by-law is not effective until notice is actually received by the Chief Building Official or the Resisted Code Agency.
- 8.03 Time Periods - Inspections:** Upon receipt of proper notice, the inspector or registered code agency, if one is appointed, shall undertake a site inspection of the building to which the notice relates in accordance with the time periods stated in the Building Code and Section 11 of the Act.
- 8.04 Additional Notices Under 2.4.5.2:** The permit holder shall also give notice of the following stages of construction in additional to the notices prescribed by the Ontario Building Code:
- (a) Commencement of Construction of:
    - i. Masonry fireplaces and masonry chimneys,
    - ii. Factory-built fireplaces and allied chimneys,
    - iii. Stoves, ranges, space heaters and add-on furnaces using solid fuels and allied chimneys.
- 8.05 Time Periods – Inspections Regarding Additional Notices Under 2.4.5.2:** A notice required to be given by a permit to the Chief Building Official or Registered Code Agency pursuant to subsection 2.4.5. of the Building Code shall be given to the Chief Building Official or Registered Code Agency at least two days in advance of the construction stage

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

to

REPORT BLDG 2019-001**By-Law 2019-**FILE NO.                     **A By-law to Amend the Building By-Law 2012-019,****in the City of Kawartha Lakes**

Being a by-law under the Building Code Act respecting permits and related matters in the City of Kawartha Lakes, (Amendment #5)

**Recitals**

1. Whereas Subsection 3(1) of the Building Code Act, 1992, S.O. 1992, chapter 23, provides that the Council of the Corporation of the City of Kawartha Lakes is responsible for the enforcement of the Building Code Act, 1992 within the City of Kawartha Lakes; and
2. Whereas Section 7.1 of the Building Code Act, 1992 requires the principal authority to establish and enforce a code of conduct for the chief building official and inspectors;
3. This By-law amends Section 1.00 Definitions and Interpretation and adds Schedule 'C'.

**Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2019-      .**

**Section 1.00: Definitions and Interpretation****1.01 Definitions:** In this by-law,

**"Definitions"** All defined terms in the amending By-law take their meaning from By-law 2012-019 of the City of Kawartha Lakes;

**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: Amendment to 2012-019**

2.01 **Section 1.07:** Insert new Section 1.07 as follows:

1.07 **Code of Conduct for Building Officials:** Chief Building Official, Deputy Chief Building Officials and inspectors appointed by Council under subsection 3(2) of the Building Code Act, 1992, shall be governed by the Code of Conduct set out in Schedule "C" to this By-law, with respect to exercising powers and performing duties under the Building Code Act.

## **Section 3.00: Amendment to Schedules to By-law 2012-019**

3.01 **Schedule "A":** Schedule "A", attached to and forming part of this by-law, is added as Schedule "C" to By-law 2012-019.

## **Section 4.00: Administration and Effective Date**

4.01 **Administration of the By-law:** The Chief Building Official is responsible for the administration of this by-law.

4.02 **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        day of       , 2019.

---

Andy Letham, Mayor

---

Cathie Ritchie, City Clerk

**Schedule A – By-law 2019-**

**Schedule C – By-law 2012-019**

**CODE OF CONDUCT FOR BUILDING OFFICIALS**

**Purpose**

The purposes of this code of conduct are:

- To promote appropriate standards of behaviour by building officials in the exercise of their powers and performance of their duties.
- To prevent practices which may constitute an abuse of power, and
- To promote appropriate standards of honesty and integrity.

**Standards of Conduct and Professionalism**

Building Officials undertake at all times to:

1. Act in the public interest, particularly with regard to the safety of buildings and designated structures;
2. Maintain their knowledge and understanding of the best current building practice, the building laws and regulations relevant to their building certifying functions;
3. Commit themselves to a process of continuous education so as to constantly be aware of developments in building design, practice and the law relevant to their duties;
4. Comply with the provisions of the *Building Code Act*, the Building Code and any other Act or applicable Law that regulates or governs Building Officials of their functions;
5. Avoid situations where there may be, or where there may reasonably appear to be, a conflict between their duties to their clients, their profession, their peers and the public at large and their personal interests;
6. Not act beyond their level of competence or outside their area of expertise;
7. Apply all relevant building laws, regulations and standards strictly and without favour and independent of the influence of interested parties or members of municipal council;
8. Perform their inspections and certifying duties impartially and in accordance with the highest professional standards;
9. Not divulge any confidential or sensitive information or material, that they became privy to in the performance of their duties, except in accordance with laws governing freedom of information and protection of privacy;
10. Extend professional courtesy to all;
11. Not act officiously or permit personal feelings, prejudices, animosities or friendships to influence decisions;
12. Recognize the appointment under the Building Code Act as a symbol of public faith;
13. Maintain current accreditation to perform the functions assigned to them;
14. Take all reasonable steps to ascertain and document all available facts relevant to the performance of their duties; and,

15. Demonstrate compliance with all regulations and standards that govern building construction, health & safety or other matters related to their status as a building official.

#### **Guideline for responding to misconduct allegations**

The *Building Code Act* provides that the performance of Building Officials will be measured against this code of conduct. In response to any allegation of a breach of this code, the Chief Building Official shall direct an investigation and where appropriate, recommend disciplinary action against any Building Official who fails to comply with this code of conduct. Where the allegation is against the chief building official, the Director of Development Services and/or the Chief Administrative Officer will direct the investigation and make such recommendations as are reasonable.

In determining the appropriate discipline, the Chief Building Official or the Director of Development Services and/or the Chief Administrative Officer will have regard to the relevance of the conduct to the official's powers and responsibilities as well as the severity of any misconduct.

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

## **Council Report**

**Report Number EA2019-008**

---

**Date:** April 23, 2019  
**Time:** 2:00 p.m.  
**Place:** Council Chambers

---

**Ward Community Identifier:** Ward 7

**Title:** Request by Michael Redmond to Enter into an Interim Development Charges Agreement

**Description:** This report appraises Council of the request by Michael Redmond to enter into an interim development charges agreement with the City for the purpose of securing a redevelopment credit attached to his property located at 396 County Road 36, Lindsay, Ontario.

**Author and Title:** Adam Found, Manager of Corporate Assets

---

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

**That** Report EA2019-008, **Request by Michael Redmond to Enter into an Interim Development Charges Agreement**, be received; and

**That** pursuant to By-Law 2015-224, the Mayor and City Clerk be authorized to enter into an interim development charges agreement with Michael Redmond in order to secure the redevelopment credit attached to Mr. Redmond's property located at 396 County Road 36, Lindsay, Ontario (OPS CON 7 PT LT 22 & RP 57R10416 PART 1) for a period ending on March 31, 2020.

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

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

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



## **Background:**

Michael Redmond proposes to erect a commercial development on his property located at 396 County Road 36, Lindsay, Ontario (OPS CON 7 PT LT 22 & RP 57R10416 PART 1). To facilitate this endeavor, Mr. Redmond has retained the services of Clark Consulting Services ("Clark") of Port Hope, Ontario. The site plan approval process for the proposed development is ongoing with the City and is proceeding normally.

The proposed development constitutes a redevelopment of a site on which a former occupiable structure (St. Dave's Diner) existed until it was destroyed by fire on May 3, 2016. As such, the development charges (DCs) in respect of the proposed development are, pursuant to subsection 6.05 of By-Law 2015-224 (A By-Law to Impose Development Charges in the City of Kawartha Lakes) subject to a redevelopment credit according to the location, scale and type of existing development the former structure constituted.

Pursuant to subsection 6.06 of the DC By-Law, however, the redevelopment credit is obtainable only if, on or before May 3, 2019, the DCs in respect of the proposed development become payable or are made subject to an agreement governing the time they are calculated and made payable. Pursuant to subsection 6.06, the default period during which a redevelopment credit is obtainable in connection with a structure that was demolished or is otherwise unoccupiable is the 3-year period after the structure ceased to exist or be occupiable, as the case may be.

According to both Planning Division and Clark, the planning approval process for Mr. Redmond's proposed development will arrive at the site plan agreement stage well after May 3, 2019. As such, the redevelopment credit presently attached to Mr. Redmond's property will become unobtainable unless the City enters into an interim DC agreement with Mr. Redmond prior to May 3, 2019. This report apprises Council of Mr. Redmond's request, made on his behalf by Clark, for such an agreement, and outlines the rationale for the recommendation by staff that this request be granted.

## **Rationale:**

As mentioned above, the default period during which a redevelopment credit is obtainable is limited to 3 years if the structure to which the redevelopment credit is tied has ceased to exist or is otherwise unoccupiable. In pursuance to subsection 6.06 of the DC By-Law, the redevelopment credit in such a case is obtainable only if one of the following events occurs within 3 years after the structure ceased to exist or be occupiable, as the case may be:

1. The DCs in respect of the proposed development become payable; or

2. Pursuant to paragraph (b) of subsection 5.06 of the DC By-Law, the owner enters into an agreement with the City governing the time the DCs in respect of the proposed development become payable.<sup>1</sup>

The latter provision is intended to provide flexibility, at the City's discretion, regarding the securing of redevelopment credits in situations where:

1. An owner proposes to develop a site that has attached to it a redevelopment credit tied to a demolished or otherwise unoccupiable structure; and
2. The owner of the site is productively engaged in the planning approval process with the City to develop the site, or otherwise demonstrates a commitment to developing the site in the near future, especially if the site is encumbered by pollution, ruins or a derelict structure or is, in its unimproved state, otherwise negatively impactful on neighbouring properties or the public realm such that there is a municipal interest in the timely improvement of the site; and
3. The default 3-year period during which the redevelopment credit is obtainable is expected to expire prior to the execution of a development agreement (e.g. site plan agreement) that would govern the time DCs in respect of the proposed development are calculated and made payable.

Regarding his proposed development, which is well into the planning approval process and will improve a site on which a previous structure was destroyed by fire, Mr. Redmond is in such a situation. On Mr. Redmond's behalf, Clark has requested the City to enter into an interim DC agreement to secure the redevelopment credit for such a reasonable period as may be required for Mr. Redmond to enter into a site plan agreement with the City for the proposed development. To this end, Clark has proposed March 31, 2020 as a reasonable date by which to have the site plan executed.

As Mr. Redmond continues to work productively with the City to complete the planning approval process and improve the fire-ruined site in a timely fashion, Mr. Redmond's situation is of the sort contemplated by subsection 6.06 of the DC By-Law. As such, and finding the proposed extension of the redevelopment credit eligibility period to March 31, 2020 reasonable, staff recommends Council grant Mr. Redmond's request.

---

<sup>1</sup> As Council will recall, the section 27 of the *Development Charges Act* and subsection 5.06 of the DC By-Law authorizes the City to enter into agreements governing the time DCs are calculated and made payable.

## **Other Alternatives Considered:**

The only alternative is to deny Mr. Redmond's request. Staff does not recommend this approach as Mr. Redmond's situation is of the sort contemplated by subsection 6.06 of the DC By-Law.

## **Financial/Operation Impacts:**

Based on the location of the subject property, the estimated gross floor area of the former St. Dave's Diner and the applicable 2019 commercial DC rate, the current estimated value of the redevelopment credit attached to Mr. Redmond's property is \$115,915. Without the recommended interim DC agreement, this credit will expire on May 3, 2019. As Mr. Redmond's proposed development is less in gross floor area than was the former St. Dave's Diner, it is expected the redevelopment credit, if secured, will result in Mr. Redmond owing no net DCs to the City.

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

The recommendations of this report align with the following strategic goals identified in the Corporate Strategic Plan: (i) Vibrant and Growing Economy and (ii) Healthy Environment.

## **Consultations:**

Chief Building Official  
Manager of Planning  
City Solicitor  
Clark Consulting Services

**Department Head E-Mail:** [jrojas@kawarthalakes.ca](mailto:jrojas@kawarthalakes.ca)

**Department Head:** Juan Rojas, Director of Engineering and Corporate Assets

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

## **Council Report**

**Report Number FIRE2019-001**

---

**Date:** April 23, 2019

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

**Place:** Council Chambers

---

**Ward Community Identifier:**

**Title:** License Amendment Agreement with Bell Canada

**Author and Title:** Terry Jones, Deputy Chief

---

**Recommendation(s):**

**That** Report FIRE2019-001, **License Amendment Agreement between the City of Kawartha Lakes and Bell Canada**, be received;

**That** the Amendment to the License Agreement between the City of Kawartha Lakes and Bell Canada for Bell Tower Use by the Fire Department attached as Appendix B be approved; and

**That** a By-law, substantially in the form attached as Appendix A to Report FIRE2019-001 be forwarded to Council for adoption.

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

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

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

## **Background:**

At the Council Meeting of April 8, 2014, Council adopted the following resolution:

### **CR2014-364**

**RESOLVED THAT** Report FIRE2014-002, **License Amendment Agreement between the City of Kawartha Lakes and Bell Canada**, be received;  
**THAT** the Amendment to the License Agreement between the City of Kawartha Lakes and Bell Canada for Bell Tower use by the Fire Department be approved; and  
**THAT** a by-law, substantially in the form attached as Appendix 'A' to Report FIRE2014-002, be forwarded to Council for adoption.

## **Rationale:**

The Fire Department telecommunications system requires rental of tower space on the Bell Canada tower located at Pt. Lt. 16, Conc. 8, Manvers to provide telecommunications for the southern area of the City of Kawartha Lakes. A previous agreement was entered into with Bell by resolution of Council in 2003, 2011 and 2014. The current agreement expired on August 31, 2018. Fire Service staff have negotiated an agreement with Bell that meets the needs of the department and the proposed agreement attached as Appendix B is recommended to Council for its consideration and approval.

The rental cost being charged by Bell is \$6,000.00 per annum plus HST with an increase of 2% annually.

## **Other Alternatives Considered:**

The City of Kawartha Lakes could choose not to enter into an agreement and interact with Bell Canada in absence of an agreement. This is not the recommended option as the month to month fee would be higher than the agreement fee.

## **Financial/Operation Impacts:**

The annual license fee until August 31, 2023 is \$6,000.00 per annum plus HST with an increase of 2% annually and an annual fee for hydro of \$500.00. This amount is included in the Fire Service operating budget for Antenna and Tower rental lease.

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

This report does not directly impact or align with a specific strategic priority.

## **Consultations:**

Insurance Risk Management Coordinator  
City Solicitor

## **Attachments:**

### Appendix A – Bylaw



2019- Bylaw to  
Repeal and Replace E

### Appendix B – Agreement Between CKL and Bell Canada



Z1413 Kawarta  
Lakes@Bell Canada

### Appendix B – Schedule B of Agreement



Z1413 Kawarta  
Lakes@Bell Canada

**Department Head E-Mail:** [mpankhurst@kawarthalakes.ca](mailto:mpankhurst@kawarthalakes.ca)

**Department Head:** Mark Pankhurst

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

## **By-Law 2019-**

### **A By-law to Repeal and Replace By-law 2011-044, Being a By-law to Authorize the Execution of a License Confirming and Amending Agreement Between the City of Kawartha Lakes and Bell Canada**

#### **Recitals**

1. Council of The Corporation of the City of Kawartha Lakes by adoption of the Report FIRE2019-001 approved an agreement between Bell Canada and the City to attach an antenna and equipment to the Bell tower in the Geographic Township of Manvers.

**Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2019-      .**

#### **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;

**“Fire Chief”** means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council.

- 1.02 **Interpretation Rules:**

(a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.

(b) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

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

- 1.04 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-

law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

## **Section 2.00: Execution of Documents**

- 2.01 The Mayor and Clerk are authorized to execute the Agreement between The Corporation of the City of Kawartha Lakes and Bell Canada substantially in the form attached to and forming Schedule “A” of this By-law and to affix the City’s corporate seal to them.

## **Section 3.00: Administration and Effective Date**

- 3.01 **Administration of the By-law:** The Fire Chief 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.

## **Section 4.00: Repeals**

- 4.01 **Repeal:** By-law 2011-044 is repealed.

By-law read a first, second and third time, and finally passed, this [redacted] day of [redacted], 201[redacted].

---

Andy Letham, Mayor

---

Cathie Ritchie, City Clerk



**BELL CANADA**

**THIRD LICENSE RENEWAL AND AMENDING AGREEMENT**

**Site Name: Z1413- Bethany**  
**Site Coordinates: 115 Beers Rd, Bethany, ON,**  
**L9P 1E5, CANADA**  
**Other Site Identifiers: 20626**

**THIS AGREEMENT is made this 21<sup>st</sup> day of September 2018.**

**BETWEEN:**

**BELL CANADA INC.**

(the "Licensor")

**AND**

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

(the "Licensee")

**BACKGROUND TO THIS THIRD LICENSE RENEWAL AND AMENDING AGREEMENT:**

- A. By an agreement dated October 7, 2003 between the Licensor and the Licensee (the "License") in respect of a certain parcel of land described as Part of Lot 16, Concession 8, Township of Manvers, in the Province of Ontario, and as more particularly described therein (the "Site"), the Licensee was granted a license to install, maintain and operate the Attachments at the Site as more particularly set out in the License and on the terms set out therein for a term expiring on August 31, 2008;
- B. By a License Confirming and Amending Agreement dated March 22, 2011 between the Licensor and the Licensee the term of the License was extended for a further period of five (5) years, commencing September 1, 2008 up to and including August 31, 2013 on the term as set out therein;
- C. By a second License Confirming and Amending Agreement dated January 29<sup>th</sup>, 2014, the Licensor and the Licensee have agreed to extend the Term of the License for a further period of five (5) years, commencing September 1<sup>st</sup>, 2013 up to an including August 31<sup>st</sup>, 2018 on the term as set out therein;

**NOW, THEREFORE**, that in the consideration of the sum of TEN DOLLARS (\$10.00) and other consideration now paid by each party to the other, the receipt and sufficiency of which are acknowledged, the Licensor and the Licensee agree as follows:

- 1. The License Agreement as it is being amended and extended as described above, is referred to in this Third License Renewal and Amending Agreement as the "License Agreement".
- 2. The parties hereto hereby acknowledge, confirm and agree that the foregoing recitals are true in substance and in fact.
- 3. The Licensor and the Licensee hereby acknowledge and agree that the term of the License has been extended for five (5) years, commencing **September 1<sup>st</sup>, 2018** up to and including **August 31<sup>st</sup>, 2023** (the "Renewal Term").
- 4. The Licensor and the Licensee confirm and agree that the annual **License Fee** payable for the first year of the Renewal Term shall be **Six Thousand Dollars (\$6,000.00)** together with any applicable taxes, including the HST and any provincial sales taxes, to be payable annually, in advance, commencing on the **1st day of September 2018**. The License Fee shall be increased by **2%** on each anniversary date thereof during the remainder of the Renewal Term.
- 5. The Licensor grants to the Licensee the right to obtain electrical power services from the Licensor's panel required for the Attachments or any other purpose in connection with the Licensee's use of the Site, Building or Tower at the rate of Five Hundred Dollars (\$500.00) per annum, which sum together with any applicable taxes including the HST and any provincial sales taxes shall be payable annually, in advance, commencing on the September 1<sup>st</sup>, 2018 and on the anniversary date thereof during the remainder of the Term. The Licensor shall have the right, but not the obligation, to revise the electrical power rate from time to time to compensate for increases in energy costs and the Licensee shall pay such increased rate.



## BELL CANADA

6. The Licensor and the Licensee confirm that the Attachments at the Site described herein are as follows (and detailed in the Schedule "A" attached herein):
  - a) One (1) SRL210-C@58.00m; and
  - b) Two (2) bay spaces within the Licensor's compound to host eight (8) canisters and Licensee's paging system.
7. The Licensee shall bear all costs related to the installation, maintenance and operation of the Attachments at the Site, Building and Tower. Any modifications, additions or deletions required by the Licensee's installation, maintenance and operation of the Attachments at the Site, Building or Tower shall be carried out at the Licensee's expense, in accordance with the terms of this License, subject to the supervision of the Licensor and using contractors and engineers chosen by, or, alternatively, approved by the Licensor (as per the Licensor's current policy, subject to change from time to time), plus the Licensor's administration fee of 17%. During the term and at any time thereafter as required from time to time, the Licensee will reimburse the Licensor for any amount paid by the Licensor in respect of the installation, maintenance and operation of the Attachments, including but not limited to any structure analysis performed on the Site, Building or Tower in anticipation of the installation of the Attachments. The antenna heights stipulated (if any) are approximate, and this License shall not obligate the Licensor to install the antennas at the specified heights, if such installation would interfere with the Licensor's network, or any other existing installation.
8. In the event that the Licensee installs any additional Attachments at the Site or on the Tower, without the prior written approval of the Licensor as required by this License, in addition to any other rights the Licensor shall have pursuant to this License or at law including, without limitation, the right to cause the Licensee to immediately remove such Attachments and restore the Site or Tower, at the Licensee's sole cost, the Licensee shall be responsible for any additional License Fee charged by the Licensor plus the Licensor's administration fee of 17%, as determined by the Licensor in its sole discretion, and any applicable taxes including the Harmonized Sales Tax (HST) and any provincial sales tax with respect to any such additional Attachments installed at the Site, from and including the Commencement Date, notwithstanding the actual date that such additional Attachments were installed.
9. Notwithstanding anything else contained in this License to the contrary, the Licensor agrees that the Attachments will not become fixtures during the term of this License or any renewal thereof. Upon the expiry or sooner termination of this License, the Licensee shall remove all of its Attachments from the Site. The Licensee shall conduct such removal at its own cost without damaging the Licensor's property or the property of other licensees and shall leave the Site in a condition acceptable to the Licensor. If any such property should be damaged by the Licensee, the Licensee shall be responsible for the cost of repairing such damage as reasonably determined by the Licensor, plus the Licensor's administration fee of 17%. Any such removal shall be carried-out under the supervision of representatives of the Licensor and in such a manner so as not to interrupt the services of the Licensor or other licensees of the Site. Any property of the Licensee remaining on the Site ten (10) days after the expiry or sooner termination of this License shall be deemed to have been abandoned by the Licensee, and shall become the property of the Licensor or, at the Licensor's discretion, shall be removed from the Site at the Licensee's expense.
- ~~10. In the event that the site is owned by the Ministry of Natural Resources and the Licensor is a ground tenant of the site, the Licensee shall pay during the Extended Term or any extension thereof, in addition to the License Fee set out above, an annual co-location fee ("MNR Co-location Fee") to the Licensor or, upon direction from the Licensor, directly to the Ministry of Natural Resources. The annual MNR Co-location Fee for the calendar year 2018, if applicable, is approximately Five Thousand Seven Hundred and Ninety Dollars (\$5,790.00). The MNR Co-location Fee shall increase annually and shall be in an amount equal to one hundred and three percent (103%) of the MNR Co-location Fee prevailing in the immediately preceding year.~~
11. *Paragraph 41* of the License with respect to notice to the Licensor and the Licensee shall be replaced with the following:

To the **Licensor**:

**Bell Canada (c/o Bell Mobility Inc.)**  
Attention: Manager National Co-location  
200 Bouchard BLV (SCS)  
Dorval (Québec) H9S 5X5  
Tel.: 1 (800) 707-6485  
Fax: (514) 420-8302  
E-mail: [colocation@bell.ca](mailto:colocation@bell.ca)

**BELL CANADA**

**With Payment address:**

**Bell Canada**  
**Special Billing Department**  
5115 Creekbank Rd.,  
(E2-M2) 2nd Floor West Tower  
Mississauga, Ontario, L4W 5R1

**To the Licensee:**

**Kawartha Lakes Fire Rescue Service**  
**Attention: Fire Chief**  
9 Cambridge Street North  
Lindsay, ON, K9V 4C4  
Fax: (705) 878-3463

12. The Licensee agrees that it shall not register this Third License Renewal and Amending Agreement.
13. Except where inconsistent with the foregoing provisions of this Third License Renewal and Amending Agreement, all of the provisions of the License Agreement shall apply, mutatis mutandis, to this Third License Renewal and Amending Agreement. The parties hereto acknowledge, confirm and agree that, in all other respects, the terms of the License Agreement as amended by two (2) subsequent Agreements (attached hereby as *Schedule "B"*) remain in full force and effect, unchanged and unmodified.
14. Except as specifically stated in this Third License Renewal and Amending Agreement, any term which is defined in the License Agreement, shall, unless the context otherwise requires, have the same meaning when used in this Third License Renewal and Amending Agreement.
15. The parties agree to execute such further and other agreements from time to time as may be reasonably necessary in order to give effect to this Third License Renewal and Amending Agreement.
16. This Third License Renewal and Amending Agreement may be executed in several counterparts and delivered by facsimile or pdf copy, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.
17. It is an express condition of this Third License Renewal and Amending Agreement that the provisions of section 50 of the *Planning Act*, R.S.O. 1990, as amended, be complied with.
18. This Third License Renewal and Amending Agreement shall enure to and be binding upon the parties and their respective successors and assigns.
19. Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.
20. The provisions hereto shall be interpreted according to the laws of the Province of Ontario.
21. The invalidity or unenforceability of any provision of this Third License Renewal and Amending Agreement shall not affect the validity or enforceability of any other provision, but shall be deemed to be severable.

***[signature page follows]***



**BELL CANADA**

**IN WITNESS WHEREOF** the parties have duly executed this Third License Renewal and Amending Agreement as of the date first above written.

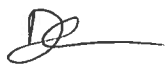
**BELL CANADA INC.**  
I/We have authority to bind the Corporation

**Per:** \_\_\_\_\_  
**Name:** **Annie Lombart**  
**Title:** National Co-location Manager  
Bell Mobilité – Real Estate Services  
Bell Canada Tower Portfolio Management  
  
**Date:** \_\_\_\_\_

**THE CORPORATION OF THE  
CITY OF KAWARTHA LAKES**  
I/We have authority to bind the Corporation

**Per:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
  
**Date:** \_\_\_\_\_

**Per:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
  
**Date:** \_\_\_\_\_





**Date: Sept 21<sup>st</sup>, 2018**

ANTENNA LIST									
ANTENNA No.	ANTENNA TYPE	ELEVATION (m)	AZIMUTH (°)	FACING	MAIN TX-LINE	EQUIPMENT AT ANTENNA ELEVATION LEVEL	ANTENNA OWNER	ANTENNA IDENTIFIER	STATUS
1	41AWE1	58.0	285	-	(1) LDF4	-	PRE DEPART.	-	EXISTING
2	41AWE2	58.1	10	(2) LDF7	(3) TMA	-	BM	600/801	EXISTING
3	41AWE3	58.1	85	(2) LDF7	-	-	BM	610/811	EXISTING
4	41AWE4	58.1	10	(3) DC	(3) HSPA450	(6) HSPA450	BM	411/412/413/414	EXISTING
5	41AWE5	58.1	85	(3) PIRE	(3) LTR400	(3) LTR400	BM	421/422/423/424	EXISTING
6	41AWE6	58.1	235	(3) PIRE	(3) QUAD-PACK	(3) QUAD-PACK	BM	431/432/433/434	EXISTING
7	41AWE7	58.1	235	(2) LDF7	(4) DUPLEXERS	-	BM	620/821	EXISTING
8	41AWE8	58.1	235	(3) DC	(3) TMA450	(3) TMA450	BM	311/312/711	EXISTING
9	41AWE9	58.1	85	(3) PIRE	(3) LTR400	(3) LTR400	BM	321/322/721	EXISTING
10	41AWE10	58.1	235	(3) PIRE	(3) QUAD-PACK	(3) QUAD-PACK	BM	331/332/731	EXISTING
11	41AWE11	58.1	85	(3) DC	(4) DUPLEXERS	-	BM	323/324/722	EXISTING
12	41AWE12	58.1	235	(3) PIRE	(3) TMA450	(3) TMA450	BM	333/334/733	EXISTING
13	41AWE13	58.1	15	(3) PIRE	(3) TMA450	(3) TMA450	BM	313/314/712	EXISTING
14	41AWE14	58.1	80	(3) PIRE	(3) TMA450	(3) TMA450	BM	813/814/815/816	EXISTING
15	41AWE15	58.1	200	(3) PIRE	(3) TMA450	(3) TMA450	BM	817/818/819/820	EXISTING
16	41AWE16	58.1	340	(3) PIRE	(3) TMA450	(3) TMA450	BM	821/822/823/824	EXISTING
17	41AWE17	58.1	80	(3) PIRE	(3) TMA450	(3) TMA450	BM	825/826/827/828	EXISTING
18	41AWE18	58.1	335	(3) PIRE	(3) TMA450	(3) TMA450	BM	829/830/831/832	EXISTING
19	41AWE19	58.1	13	(3) PIRE	(3) TMA450	(3) TMA450	BM	833/834/835/836	EXISTING
20	41AWE20	58.1	259	(3) PIRE	(3) TMA450	(3) TMA450	BM	837/838/839/840	EXISTING

NOTES:  
1-THE ELEVATIONS OF THE ANTENNAS ARE GIVEN WITH RESPECT TO ELEVATION 0.0 m ON THE TOWER.  
84 = BELL MOBILITY



**BELL CANADA**

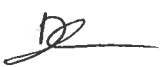
**SCHEDULE "B"**

**Other Terms and Conditions**

**Date: Sept 21<sup>st</sup>, 2018**

**Copies of previous Agreements:**

- 1. Z1413 - Kawartha Lakes@BellCanada - License – 20071003**
- 2. Z1413 - Kawartha Lakes@BellCanada - Lease Renewal Amending – 20110322**
- 3. Z1413 - Kawartha Lakes@BellCanada - License Renewal Amending – 20140129**





## LICENSE AGREEMENT

THIS LICENSE made in duplicate this ( ) day of , 2003.

BETWEEN:

**BELL CANADA**

A communication company having a registered office at 1050 Beaver Hall Hill, Montreal, Quebec H2Z 1S3, through its agent NEXACOR Realty Management Inc. located at 300 The East Mall, Suite 600, Toronto, Ontario, M9B 6B7 (hereinafter referred to as the "Licensor")

AND:

**CITY OF KAWARTHA LAKES**

(hereinafter referred to as the "Licensee")

WHEREAS the Licensor is the owner of a certain parcel of land described as Part of Lot 16, Concession 8, Township of Manvers, Ontario (hereinafter referred to as the "Site").

AND WHEREAS the Licensor has constructed a building on the Site (hereinafter referred to as the "Building")

AND WHEREAS the Licensor has erected a communications tower on the Site (hereinafter referred to as the "Tower").

AND WHEREAS the Licensee maintains or will obtain prior to the Commencement Date (as herein defined) a license pursuant to an agreement with the Department of Industry and/or the Canadian Radio-television and Telecommunications Commission to install, operate or occupy on the Licensor's Site, Building or Tower, as the case may be, for broadcasting or transmission purposes, the Attachments (as herein defined).

AND WHEREAS the Licensor reserves the right to make modifications to the Site, Building and Tower and to reconfigure, relocate or multiplex from time to time in its discretion the antennas and equipment located there, including the Attachments as herein defined, in whole or in part, in accordance with the terms of this License.

THIS LICENSE WITNESSETH that in consideration of the covenants and obligations contained herein, it is agreed by and between the parties hereto as follows:

### LICENSE

1. The Licensor grants to the Licensee a license to install, maintain and operate the antennas and equipment listed in Schedule "A" at the Site, on the Tower or in the Building, as the case may be (such antennas and equipment being referred to as the "Attachments") and to use that space within the Building as identified in Schedule "A" for the purpose of telecommunications, as defined in the *Telecommunications Act* (Canada) and the *Broadcasting Act* (Canada). Any additional use by the Licensee in relation to the Site, Building or Tower is prohibited without the prior written consent of the Licensor, such consent not to be unreasonably withheld.

### TERM

2. This License is for a term of five (5) years (the "Term"), commencing on the latest of (i) the first day of the first full month following the date on which the Attachments are installed by the Licensee; or (ii) September 1, 2003 (the "Commencement Date").
3. Intentionally Deleted.

### LICENSE FEE

4. In consideration of the License granted, and without prior demand, the Licensee shall pay to the Licensor during:
  - a) the first year of the Term an annual license fee ("License Fee") of four thousand five hundred dollars (\$4,500.00); and

- b) the second to fifth years of the Term a License Fee of six thousand six hundred dollars (\$6,600.00).

The License Fee and any applicable taxes including the Goods and Services Tax and any provincial sales taxes shall be paid annually in advance on the Commencement Date and on each subsequent anniversary thereof in each and every year during the Term.

5. The Licensee shall pay all taxes, rates, fees, licenses and assessments of every description, which may at any time be charged or imposed during the Term by an authority in respect of the License granted. Where said taxes, rates, fees, licenses and assessments are paid by the Licensor, the Licensee shall reimburse to the Licensor the amount paid in respect thereof. Notwithstanding the above, the Licensee shall not be responsible to pay for any municipal taxes or school taxes or levies which may be charged or imposed during the Term by an authority in respect of the License granted, nor shall the Licensee be responsible for any costs of electricity related to the Attachments..

#### **ASSIGNMENT**

6. The Licensee shall not assign, transfer, sub-license or otherwise dispose of, or encumber this license granted herein in whole or in part without obtaining the prior written consent of the Licensor, which consent may be arbitrarily withheld. Any assignment, transfer, sub-license or other disposition or encumbrance to this license consented to by the Licensor shall require an amendment to this License which shall set out any changes to the Attachments.

#### **ACCESS**

7. The Licensor grants to the Licensee, its agents, employees or contractors, subject to the security requirements of the Licensor, all rights of access, twenty-four (24) hours a day, seven (7) days a week to the Site, and such other rights as are necessary to enable the Licensee to install, maintain and operate the Attachments. The Licensor shall provide to the Licensee a separate door code to ensure access to the Site. In any event where the Licensee anticipates entering or exiting the Site, the Licensee shall provide prior notice to Nexacor Realty Management, as directed.
8. The aforesaid right of access shall be exercised at the sole risk of the Licensee herein. Particularly, the Licensor shall bear no responsibility or liability for loss or damage to persons or property of the Licensee relating to use of the access road to the Site.
9. At the commencement of the term the Licensee shall provide the Licensor with a list of names of persons who will be attending on the Site on its behalf, whether as officer, agent, employee or contractor, and shall advise the Licensor in writing of any amendments that should, from time to time, be made to the said list.

#### **RULES AND REGULATIONS**

10. The Licensee shall comply with any rules and regulations that may, from time to time, be drawn up and promulgated by the Licensor to govern the use of the Site.

#### **OBLIGATIONS OF THE LICENSEE**

11. The Licensee shall have specifications for all work to be carried out under this License pre-approved by the Licensor's Radio Design group and the Licensor's applicable Real Estate Project Manager – Towers.
12. Save as otherwise provided in this License, the Licensee shall bear all costs related to the installation, maintenance and operation of the Attachments on the Site, Building or Tower. Any modifications required by the Licensee's installation, maintenance and operation of Attachments on the Site, Building or Tower shall be carried out at the Licensee's expense, subject to the supervision of the Licensor and using contractors and engineers chosen by, or, alternatively, approved by the Licensor. On the Commencement Date, the Licensee will reimburse the Licensor for any amount paid by the Licensor in respect of the installation, maintenance and operation of the Attachments.

Notwithstanding the foregoing, the Licensor expressly waives the necessity of any structure analysis performed on the Site, Building or Tower in anticipation of the installation of the Attachments.

13. The Licensee shall obtain all necessary permits, licenses and consents from any applicable authority, including, but not limited to the Canadian Radio-television and Telecommunications Commission and Industry Canada, required to carry out the installation, maintenance and operation of the Attachments on the Site, Building or Tower and shall pay all fees required to obtain same.
14. Intentionally Deleted.
15. The Licensee shall maintain its Attachments in a good and safe state of repair and in a clean and orderly condition.
16. The Licensee shall notify the Licensor promptly of, and shall repair and make good at its expense promptly upon demand by the Licensor, any damage whatsoever caused to the Licensor's property or that of any other licensee if caused by the Licensee's act or omission or that of any of its officers, employees, agents, contractors or invitees or reasonably attributable to the Attachments.
17. The Licensee shall not permit any lien to be filed against the Site or any improvements thereon by reason of work, labour, services or materials, supplied or claimed to have been supplied to the Licensee or anyone holding any interest in any part of, through or under the Licensee.
18. The Licensee shall use the Site in compliance with all applicable laws, by-laws, rules and regulations of the appropriate jurisdictions pertaining to the environment, health, welfare and occupational safety.
19. The Licensee shall under no circumstances climb or cause the Tower to be climbed without first obtaining the prior written approval of the Licensor's Engineer. Such approval shall only be given in respect of qualified Tower riggers and may require the Licensee, its employees or its contractors to produce satisfactory evidence of workers' compensation coverage or any additional comprehensive general liability insurance that may reasonably be required by the Licensor. Notwithstanding the approval of the Licensor's Engineer, the Licensor shall not be liable, and the Licensee undertakes to indemnify the Licensor, for any loss, damage or injury including death that may be suffered by the Licensee, its employees or its contractors in this regard.
20. For the purpose of this License the following terms shall have the following meanings:
  - "Hazardous Substance" shall mean any Contaminant (as defined below) and includes any pollutant, dangerous substance, liquid waste, industrial waste, hauled liquid waste, toxic substance, hazardous waste, hazardous material, or hazardous substance as defined in or pursuant to any Environment Law, Regulation or Order (as defined below);
  - "Contaminant" shall mean any solid, liquid, gas, odour, heat, sound, vibration, radiation or combination of any them resulting directly or indirectly from activities that may affect the quality of the natural environment (including air, soils, water and groundwater) or any use that can be made of it, or that may cause injury, impairment or material discomfort to any person;
  - "Environmental Law" shall mean any applicable federal, provincial, municipal or local law, statute, ordinance, by-law or doctrine of the common law in effect on the date hereof relating to the environment, occupational health and safety, product liability or transportation, including, without limitation the Canadian Environmental Protection Act, the Environmental Protection Act (Ontario), Ontario Water Resources Act and the Occupational Health and Safety Act (Ontario);
  - "Regulation" shall mean any rule, regulation or the like promulgated under or pursuant to any Environmental Law;

“Order” shall mean any order, direction, decision, or the like rendered by any government authority or administrative or regulatory agency, pursuant to any Environmental Law;

The Licensee shall not bring or permit to be brought onto the Site any Hazardous Substance, unless such substance is, in the opinion of the Licensor, essential to the continuation of this License. The Licensee shall obtain the prior written approval of the Licensor to bring any such Hazardous Substance deemed to be essential to the continuation of this License on to the Site. The Licensee shall remove at its own expense any such Hazardous Substance from the Site at the termination of this License. All transportation, storage, handling and use of such Hazardous Substances, to, from and on the Site, shall be in compliance with all the applicable laws, by-laws and regulations for the transportation, handling and use of such Hazardous Substances.

21. In the event that the Site is contaminated or polluted by any action or omission of the Licensee, its employees, agents, contractors or invitees, the Licensee shall immediately notify the Licensor and any governmental department or agency as may be required in law, of such pollution or contamination. The Licensee shall immediately undertake at its own expense any work that is required to contain the contamination or pollution. The Licensee shall forthwith conduct or have conducted at its own expense any environmental audit that may be required by the Licensor and any appropriate government department or agency, which shall include an estimate of the scope of the work required to eliminate the contamination or pollution caused by the Licensee, its employees, agents, contractors or invitees. Upon acceptance of the said environmental audit by the Licensor and any appropriate government department or agency, the Licensee shall immediately undertake the work that may be required to eliminate the said contamination or pollution, at its own expense, to the satisfaction of the Licensor and the appropriate government department or agency.

#### **MUTUAL COVENANTS**

The Licensor and the Licensee further agree as follows:

22. The Licensor may require the Licensee to relocate all or some of the Attachments or the space located in the Building during the Term at the Licensee's cost unless the Licensor determines otherwise.
23. The Licensee and the Licensor shall co-operate with each other and with any and all other licensees of the Site, Building or Tower in testing and carrying out any modification that may be necessary to insure proper functioning of all services using the Site, Building or Tower, as the case may be, and the covenant of the Licensee hereunder shall be deemed to enure not only to the benefit of the Licensor but also to the benefit of all other present or future licensees of the Site, Building or Tower from time to time. The Licensor in contracting with any other party who seeks to participate in the use of the Site, Buildings and the Tower shall exact from such party substantially the same covenant as is contained in this paragraph, which covenant shall be expressly stated to be for the benefit of all the other licensees of the Site, Buildings and the Tower at such time and from time to time thereafter.

#### **RECOVERY OF COSTS OF COMPLIANCE WITH LAW OR STANDARD**

24. As used in the following paragraphs, “standard” means any standard, guideline, or norm relating to facilities such as the Site, Building and Tower, or use of same, and issuing from the Canadian Standards Association or any other governmental or private source generally recognized by the Licensor as authoritative.
25. In the event that the replacement or modification of all or part of the equipment on the Site belonging to the Licensor becomes necessary in order for the Site, Building or Tower to comply with a statute, regulation or standard coming into effect after the date of this License, the Licensee shall pay to the Licensor its portion of the cost of such necessary work, as reasonably determined by the Licensor.
26. Any amount payable under the above paragraph is due immediately on receipt by the Licensee of:

- a) a copy of the law, regulation or standard in question;
- b) notice that the necessary work has been carried out; and
- c) a detailed invoice setting out the cost of the necessary work.

#### **PROTECTION OF WORKERS**

- 27. In the event that the Licensor requires any employee or agent to perform any work on the Site within a 3 meter (10 foot) radius of or otherwise in an area near or above the Attachments, then the Licensor may give to the Licensee 48 hours prior notice to, in the Licensor's discretion, either shut off or reduce the power to its Attachments until the Licensor has completed the work and has so notified the Licensee that the work has been completed.
- 28. Notice of any such work referred to above shall be given to the Licensee at the telephone number which the Licensee directs in writing to the Licensor. The Licensee shall make all possible efforts to keep the telephone number listing as current as possible. In the event that the Licensor is unable to contact the Licensee by the listed telephone number then the Licensor shall give three (3) days prior written notice and in the event of an emergency the Licensor may give notice after the event.

#### **INTERFERENCE**

- 29. In the event that the Licensee's use of the Site, Building or Tower causes any transmission problem to the Licensor or to any customer of the Licensor, then such transmission problem shall be resolved to the satisfaction of the Licensor by the Licensee at its own expense as soon as possible. In the event that such transmission problem is not so resolved by the Licensee within eight (8) hours and if the Licensee is not able to provide a solution to the satisfaction of the Licensor, then the Licensor may disconnect the Licensee's Attachments at the expense of the Licensee and this License shall come to an end and neither party shall have any continuing rights or obligations to each other save and except for the Licensee's obligation to remove and repair set forth in section 37 of this License. The Licensee shall only be permitted to reconnect such Attachments when the Licensor is satisfied that such Attachments will not cause any such transmission problem.

#### **RELEASE OF LIABILITY AND INDEMNIFICATION**

- 30. The Licensee agrees with the Licensor that the Licensor shall not be responsible for any injury to any person (including death) or for any loss of or damage to any property or equipment belonging to or used by the Licensee or to employees or invitees of the Licensee while such property is in or about the Site, Tower, Building, and access road, unless such loss or damage is caused by the gross negligence or misconduct of the Licensor and the Licensee hereby so releases the Licensor from all liabilities, fines, suits, claims, demands, costs and actions of any kind or nature whatsoever to which the Licensor might otherwise be liable for in that regard. The Licensee shall make good immediately upon demand by the Licensor any damage whatsoever caused to the Site, Building or Tower, including any equipment thereon, by the negligence, intentional acts or omissions of the Licensee or of any of its agents, contractors, employees, servants, licensees, concessionaires or invitees, or reasonably attributable to the Attachments.
- 31. The Licensee shall indemnify and save harmless the Licensor, its agents, contractors, employees, servants, licensees, concessionaires or invitees from any and all liabilities, fines, suits, claims, demands, costs and actions of any kind or nature whatsoever arising out of:
  - a) Any breach, violation or non-performance of any covenants, condition or agreement in this License set forth and contained on the part of the Licensee to be fulfilled, kept, observed and performed;
  - b) Any damage to the Site, Building or Tower, including any equipment thereon occasioned by the Licensee's use thereof as permitted herein;

- c) Any injury to any person or persons, including death, resulting at any time from the negligence of the Licensee, its officers, employees, agents, contractors or invitees occurring in or about Site, Building or Tower or any areas adjacent thereto;
- d) Any damage to property or injury to any person or persons, including death, occasioned by the Licensee doing or suffering to be done on the Site, Building or Tower anything under its control that may be a nuisance at law, provided that nothing herein contained shall be construed, interpreted or deemed to be an authorization by the Licensor for the Licensee doing or suffering to be done on the Site, Building or Tower anything that may be a nuisance at law; and
- e) Any pollution or contamination of the Site caused by any act or omission of the Licensee its officers, employees, agents, contractors or invitees.

In case the Licensor, without actual fault on its part, is made a party to any litigation commenced by or against the Licensee, the Licensee shall protect and hold the Licensor harmless, from, and shall pay all costs, expenses and legal fees incurred or paid by the Licensor in respect of such litigation. Such indemnification is in respect of all liabilities, fines, suits, claims, demands, costs and actions of any kind or nature whatsoever to which the Licensor might otherwise be liable for in that regard.

- 32. Any and all releases of liability and indemnifications in this License made by the Licensee shall survive the expiration or earlier termination of this License, anything to the contrary in this License notwithstanding.

#### **INSURANCE**

- 33. The Licensee shall take out and keep in force during the term of this license, property damage and general liability insurance in such amount or amounts as may be determined from time to time by the Licensor, and in form satisfactory to the Licensor, and with insurers acceptable to the Licensor which insurance shall include the Licensor as a named insured. The public and general liability insurance in no event shall be for an amount less than Three Million Dollars (\$3,000,000.00) per occurrence or less than the Licensor may from time to time specify. Certificates for each insurance policy shall forthwith upon execution of this license be delivered to the Licensor. Each certificate aforesaid shall contain the insurers undertaking to notify the Licensor in writing at least ten (10) days prior to any cancellation or modification of insurance.
- 34. Licensee agrees that if the Licensee fails to take out or to keep in force such insurance, the Licensor may do so and pay the premium therefore and in such event the Licensee shall repay on demand to the Licensor the amount paid as premium, plus an administrative charge of Fifteen per cent (15%) of the amount paid as premium.

#### **INTERRUPTION**

- 35. Save and except the obligation of the Licensee to pay, failure by either party to perform or observe any covenant, undertaking, obligation or condition herein stipulated on such party's part to be performed or observed shall not give the other party any claim against such party, or be deemed a breach of this License, insofar as such failure arises from Force Majeure, "Force Majeure" means any act of God; inevitable accident; fire; lockout, strike or other labour dispute; riot or civil commotion; political controversy; act of public enemy; law enactment, regulation, rule, order or act of government or governmental instrumentality (whether federal, provincial, local, foreign or other); failure of technical facilities; or other cause of a similar or different nature beyond the Licensee's or the Licensor's control or that of any major supplier of facilities or services to either party.

#### **DESTRUCTION**

- 36. Should any of the Site, Building or Tower be damaged in whole or in part by whatever cause, the Licensor shall determine whether (i) the Site, Building or Tower can continue to be used by the Licensee for the purposes contemplated by this License, in which case the Licensee will continue to use the Site, Building or Tower for those same purposes, or (ii) the Site, Building or Tower would require repair prior to the Licensee resuming use

thereof. If the Licensor determines that repair would be required, the Licensor may elect to either (i) repair the Site, Building or Tower or (ii) terminate this License.

#### **TERMINATION**

37. The Licensor agrees that the Attachments will not become fixtures during the Term. Upon the expiry or sooner termination of this License the Licensee shall remove all its Attachments from the Site. The Licensee shall conduct such removal at its own cost without damaging the Licensor's property or the property of other licensees and shall leave the Site in a condition acceptable to the Licensor. If any such property should be damaged by the Licensee, the Licensee shall be responsible for the cost of repairing any such damage as reasonably determined by the Licensor. Any such removal shall be carried out under the supervision of representatives of the Licensor and in such a manner so as not to interrupt the services of the Licensor or other licensees of the Site. Any property of the Licensee remaining on the Site Ten (10) days after the expiry or sooner termination of this License shall be deemed to have been abandoned by the Licensee, and shall become the property of the Licensor or, at the Licensor's discretion, shall be removed from the Site at the Licensee's expense.
38. In the event that during the Term the Licensee ceases to hold the required approval from the Department of Communications and/or the Canadian Radio-television and Telecommunications Commission to operate at the Site, the Licensee shall cease transmitting forthwith and remove its equipment immediately from the Site at its own cost and this License shall terminate as of the date of removal of the last of the Licensee's installations and equipment from the Site.
39. In the event that during the Term (i) the Licensor ceases its own operations at the site; (ii) the Site, Building or Tower become, in the sole opinion of the Licensor, structurally or technologically unsafe, unsound or redundant; or (iii) the Licensor requires the Site for its own use, such that the Attachments cannot be reasonably relocated anywhere on the Site, then the Licensor may terminate the License on three (3) months prior written notice to the Licensee.
40. In the event that during the Term all or a substantial portion of the Site is taken by any lawful power or authority by expropriation, the Licensor may terminate this License in its entirety or only insofar as it affects the expropriated part of the Site.

#### **DEFAULT**

41. In the event that the Licensee shall fail to perform any of the covenants or its obligations under or in respect of this License having been given fifteen (15) days written notice of such default, then the Licensor, may do any one or a combination of the following:
  - a) terminate this License without further notice;
  - b) prevent the Licensee from using the Site, Building or Tower for the purposes of transmitting, broadcasting or otherwise providing its services; or
  - c) perform or cause to be performed any of such covenants or obligations or any part thereof at the Licensee's expense, the amount of which expense shall be deemed to be the cost incurred by the Licensor plus an administrative charge of Fifteen per cent (15%) of that cost.
42. Should this License or any of the rights deriving from it, or any of the Attachments be seized in execution or attachment and which has not been discharged within Thirty (30) days or should the Licensee make any assignment for the benefit of creditors or any bulk sale, or should the Licensee become bankrupt or allow any steps to be taken or suffer any order to be made for its liquidation or the winding-up of its corporate existence, then in any such event the Licensor may choose to terminate this License by notice in writing of such termination and thereupon, full payment of the license fee payable for the current month and the next ensuing Three (3) months shall immediately become due and be paid by the Licensee, and the Licensee shall immediately remove the installation and all of its equipment from the Tower, Building and Site.

#### **NO TENANCY, AGENCY, PARTNERSHIP OR RIGHTS CREATED**

43. Nothing contained herein shall be deemed or construed by the parties as creating the relationship of principal and agent, lessor and lessee, or of partnership or of joint venture between the parties, it being understood and agreed that none of the provisions contained herein, nor any acts of the parties shall create any relationship between the parties other than that of licensor and licensee.

#### **NOTICE**

44. Any notice which is required to be given under the terms of this License may be effectively given by the parties hereto if personally delivered to the Licensor at NEXACOR Realty Management Inc. at 87 Ontario Street West, 2<sup>nd</sup> Floor, Montreal, PQ H2X 1Y8, fax: (514) 840-8404, attn: Director, Realty Transactions and Director, Lease Administration, with a copy to BELL CANADA, Real Estate Services, 87 Ontario Street West, 2<sup>nd</sup> Floor, Montreal, PQ H2X 1Y8, fax: (514) 391-3990, attn: General Manager – Asset and Account Management and to the Licensee at 180 Kent Street West, P.O. Box 630, Lindsay, Ontario, K9V 2Y6, fax: 705-878-3463, attn: Don Mitchell, Assistant Chief. Any notice shall be deemed to be effectively given on the date of personal delivery or on expiration of the Fifth (5<sup>th</sup>) day following the day on which such mailing was effected, except in the case of postal interruption when personal service only shall be effective.

#### **SUCCESSORS**

45. This License and the covenants and obligations herein contained shall enure to the benefit of and be binding upon the Licensor, its successors and assigns and shall be binding upon the Licensee, its successors and permitted assigns.

#### **GENERAL PROVISIONS**


46. This License may only be amended in writing executed by both parties hereto and attached as an Addendum to an executed copy of this License.
47. Any condoning, excusing or overlooking by the Licensor of any default, breach or non-observance of any covenant, proviso or condition of this License does not operate as a waiver of the Licensor's rights hereunder in respect of any subsequent defaults, breaches or non-observances and does not defeat or affect in any way the rights of the Licensor herein in respect of any subsequent defaults, breaches or non-observances.
48. There will be no tacit renewal of this License. If the Licensee does not remove all of the Attachments from the Site, Building or Tower, as the case may be, prior to the termination of the Term without the execution and delivery of a new license or a written exercise of the option to renew, the Licensee will be subject to a month to month license at a monthly license fee payable in advance on the first day of each month equal to one-sixth of the rental payment for the year immediately preceding and shall be subject to all terms and conditions of this License, except that the License shall be from month to month without any right of renewal.
49. The Licensee agrees that it shall not register this License.
50. The parties acknowledge that this License does not grant any interest, whether legal or equitable, to the Licensee in or to any real or personal property of the Licensor.
51. All agreements, covenants and indemnifications in this License made by the Licensee shall survive the expiration or earlier termination of this License, anything to the contrary notwithstanding.
52. The parties acknowledge that the headings throughout this License form no part of the License itself, and are wholly without legal significance.
53. This License shall be interpreted in accordance with the laws of the Province of Ontario.



IN WITNESS WHEREOF the parties have duly caused this License to be executed.

**FOR THE LICENSOR**

**BELL CANADA**


 03 10 07  
\_\_\_\_\_  
Title DOUGLAS C. BLACK  
Regional Manager - Asset Planning

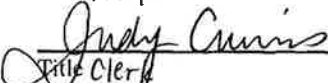
\_\_\_\_\_  
Title

We have authority to bind the corporation.

**FOR THE LICENSEE**

**CITY OF KAWARTHA LAKES**

  
\_\_\_\_\_  
Title Mayor

  
\_\_\_\_\_  
Title Clerk

We have authority to bind the corporation.

::ODMA\PCDOCS\CCT\4490162

**SCHEDULE "A"**  
**ATTACHMENTS**

1. One (1) SRL210C-4 antenna;
2. One (1) AC fuse to be assigned.

**BUILDING SPACE**

1. Two (2) bay spaces within the Building

## LICENSE CONFIRMING AND AMENDING AGREEMENT

Township of Manvers, City of Kawartha Lakes, Ontario, L.C. NBC332014

THIS AGREEMENT is made as of the <sup>22nd</sup> ~~21st~~ day of <sup>March 2011</sup> ~~May~~, 2009.

**BETWEEN:**

**BELL CANADA**

(the "Licensor")

- and -

**CITY OF KAWARTHA LAKES**

(the "Licensee")

### BACKGROUND TO THIS LICENSE CONFIRMING AND AMENDING AGREEMENT

- A. By a license agreement dated in 2003 between Bell Canada and the Licensee (the "License") in respect of a certain antennas and equipment (the "Attachments") located at a certain site, building and tower located at Part of Lot 16, Concession 8, Township of Manvers, Province of Ontario, as more particularly described therein, the Licensor provided to the Licensee a license to install, maintain and operate the Attachments at such site, building and tower.
- B. The Licensee has requested to extend the term of the License for a further term of five (5) years from September 1, 2008 up to and including August 31, 2013 and the Licensor and the Licensee have agreed upon the license fee payable and other terms respecting such extension.

**NOW, THEREFORE,** in consideration of the sum of TEN DOLLARS (\$10.00) and other consideration now paid by each party to the other, the receipt and sufficiency of which are acknowledged, the Licensor and the Licensee agree as follows:

1. The License, as it is being amended and extended as described above, is referred to in this License Confirming and Amending Agreement as the "License".
2. The Term of the License has been extended for five (5) years for the period commencing September 1, 2008 up to and including August 31, 2013 (the "Renewal Term").

3. The Licensee shall pay to the Licensor during the Renewal Term an annual license fee (the "License Fee") of Five Thousand, Eight Hundred Dollars (\$5,800.00). The License Fee and any applicable taxes including the Goods and Services Tax and any provincial sales taxes shall be paid annually in advance commencing on the 1<sup>st</sup> day of September, 2008, and, thereafter, on each and every anniversary thereof during the Renewal Term.
4. The Licensor and the Licensee confirm that the Attachments at the Site include:
  - (a) One (1) SRL210-C; and
  - (b) Two (2) bay spaces within the Licensor's compound to host 8 canisters and the Licensee's paging system.
5. The Licensor grants to the Licensee the right to obtain electrical power services from the Licensor's panel required for the Attachments or any other purpose in connection with the Licensee's use of the Site, Building or Tower at the rate of Five Hundred Dollars (\$500.00) per annum, which sum and any applicable taxes including the Goods and Services Tax and any provincial sales taxes shall be payable annually, in advance, commencing on the 1<sup>st</sup> day of September, 2008, and, thereafter, on each and every anniversary thereof during the Renewal Term. The Licensor shall have the right, but not the obligation, to revise the electrical power rate from time to time to compensate for increases in energy costs and the Licensee shall pay such increased rate.
6. In the event that the Licensee installs any additional Attachments at the Site or on the Tower, other than as specifically listed above, without the prior written approval of the Licensor as required by this License, in addition to any other rights the Licensor shall have pursuant to this License or at law including, without limitation, the right to cause the Licensee to immediately remove such Attachments and restore the Site or Tower, at the Licensee's sole cost, the Licensee shall be responsible for any additional License Fee charged by the Licensor, as determined by the Licensor in its sole discretion, and any applicable taxes including the Goods and Services Tax and any provincial sales tax with respect to any such additional Attachments installed at the Site, from and including the commencement date, notwithstanding the actual date that such additional Attachments were installed. The antenna heights stipulated (if any) are approximate, and this License shall not obligate the Licensor to install the antennas at the specified heights, if such installation would interfere with the Licensor's network, or any other existing installation.
7. Except as specifically amended by the terms, covenants and agreements of this License Confirming and Amending Agreement, all covenants, conditions and agreements as reserved and contained in the License are hereby ratified and confirmed. The parties agree to execute such further and other agreements from time to time as may be reasonably necessary in order to give effect to this License Confirming and Amending Agreement.

8. The remaining terms and conditions of the License shall remain in full force and effect, unamended.
9. This License Confirming and Amending Agreement shall enure to and be binding upon the parties and their respective successors and assigns.

The Licensor and the Licensee have executed this Agreement.

**BELL CANADA**

Per: 

Name: Jim Tsaknis

Title: Regional Director,  
Strategic Asset Planning

I have authority to bind the Corporation

**CITY OF KAWARTHA LAKES**

Per: 

Name: Ric McGee

Title: Mayor

Per: 

Name: JUDY CURRINS

Title: CITY CLERK.

I/We have authority to bind the Corporation

::ODMA\PCDOCS\TORO\4087631\1



## **LICENSE CONFIRMING AND AMENDING AGREEMENT**

**THIS AGREEMENT** is made as of the 29<sup>th</sup> day of January, 2014.

**BETWEEN:**

**BELL CANADA**

(the "Licensor")

- and -

**CITY OF KAWARTHA LAKES**

(the "Licensee")

### **BACKGROUND TO THIS LICENSE CONFIRMING AND AMENDING AGREEMENT**

- A. By an agreement dated October 7, 2003 between the Licensor and the Licensee (the "License") in respect of a certain parcel of land described as Part of Lot 16, Concession 8, Township of Manvers, in the Province of Ontario, and as more particularly described therein (the "Site"), the Licensee was granted a license to install, maintain and operate the Attachments at the Site as more particularly set out in the License and on the terms set out therein for a term expiring on August 31, 2008.
- B. By a License Confirming and Amending Agreement dated March 22, 2011 between the Licensor and the Licensee the term of the License was extended for a further period of five (5) years, commencing September 1, 2008 up to and including August 31, 2013 on the term as set out therein.
- C. The Licensee has requested to extend the term of the License for five (5) years commencing September 1, 2013 up to and including August 31, 2018 and the Licensor and the Licensee have agreed upon the license fee payable and other terms respecting such extension.

**NOW, THEREFORE**, in consideration of the sum of TEN DOLLARS (\$10.00) and other consideration now paid by each party to the other, the receipt and sufficiency of which are acknowledged, the Licensor and the Licensee agree as follows:

1. The parties hereto hereby acknowledge, confirm and agree that the foregoing recitals are true in substance and in fact.
2. The License as it is being amended and extended as described above, is referred to in this Agreement as the License.
3. The Licensor and the Licensee hereby acknowledge and agree that the term of the License has been extended for five (5) years, commencing September 1, 2013 up to and including August 31, 2018 (the "Renewal Term").
4. The Licensor and the Licensee confirm and agree that the annual License Fee payable for the Renewal Term shall be Six Thousand, Three Hundred Dollars (\$6,300.00) together with any applicable taxes, including the HST and any provincial sales taxes, to be payable annually, in advance, commencing on the 1<sup>st</sup> day of September 2013 and on the anniversary date thereof during the remainder of the Renewal Term.
5. The Licensor grants to the Licensee the right to obtain electrical power services from the Licensor's panel required for the Attachments or any other purpose in connection with the Licensee's use of the Site, Building or Tower at the rate of Five Hundred Dollars (\$500.00) per annum, which sum together with any applicable taxes including the HST and any provincial sales taxes shall be payable annually, in advance, commencing on the September 1, 2013 and on the anniversary date thereof during the remainder of the Term. The Licensor shall have the right, but not the obligation, to revise the electrical power rate from time to time to compensate for increases in energy costs and the Licensee shall pay such increased rate.
6. The Licensee shall bear all costs related to the installation, maintenance and operation of the Attachments at the Site, Building and Tower. Any modifications, additions or deletions required by the Licensee's installation, maintenance and operation of the Attachments at the Site, Building or Tower shall be carried out at the Licensee's expense, in accordance with the terms of this License, subject to the supervision of the Licensor and using contractors and engineers chosen by, or, alternatively, approved by the Licensor (as per the Licensor's current policy, subject to change from time to time), plus the Licensor's administration fee of 17%. During the term and at any time thereafter as required from time to time, the Licensee will reimburse the Licensor for any amount paid by the Licensor in respect of the installation, maintenance and operation of the Attachments, including but not limited to any structure analysis performed on the Site, Building or Tower in anticipation of the installation of the Attachments. The antenna heights stipulated (if any) are approximate, and this License shall not obligate the Licensor to install the antennas at the specified heights, if such installation would interfere with the Licensor's network, or any other existing installation.
7. In the event that the Licensee installs any additional Attachments at the Site or on the Tower, without the prior written approval of the Licensor as required by this License, in addition to any other rights the Licensor shall have pursuant to this License or at law including, without limitation, the right to cause the Licensee to immediately remove such



Attachments and restore the Site or Tower, at the Licensee's sole cost, the Licensee shall be responsible for any additional License Fee charged by the Licenser plus the Licenser's administration fee of 17%, as determined by the Licenser in its sole discretion, and any applicable taxes including the Harmonized Sales Tax (HST) and any provincial sales tax with respect to any such additional Attachments installed at the Site, from and including the Commencement Date, notwithstanding the actual date that such additional Attachments were installed.

8. Notwithstanding anything else contained in this License to the contrary, the Licenser agrees that the Attachments will not become fixtures during the term of this License or any renewal thereof. Upon the expiry or sooner termination of this License, the Licensee shall remove all of its Attachments from the Site. The Licensee shall conduct such removal at its own cost without damaging the Licenser's property or the property of other licensees and shall leave the Site in a condition acceptable to the Licenser. If any such property should be damaged by the Licensee, the Licensee shall be responsible for the cost of repairing such damage as reasonably determined by the Licenser, plus the Licenser's administration fee of 17%. Any such removal shall be carried out under the supervision of representatives of the Licenser and in such a manner so as not to interrupt the services of the Licenser or other licensees of the Site. Any property of the Licensee remaining on the Site ten (10) days after the expiry or sooner termination of this License shall be deemed to have been abandoned by the Licensee, and shall become the property of the Licenser or, at the Licenser's discretion, shall be removed from the Site at the Licensee's expense.
9. Paragraph 41 of the License with respect to notice to the Licenser shall be deleted and replaced with the following:

Every notice required or permitted to be given hereunder shall, save as otherwise hereinbefore specifically provided, be in writing to the party for whom it is intended, delivered personally or by prepaid registered mail or by telecopier with a copy sent by mail at the following addresses:

to the Licensee:      Kawartha Lakes Fire Rescue  
                             9 Cambridge Street North  
                             Lindsay, ON K9V 4C4

Attention:              Fire Chief

Telecopier:            (705) 878-3463

to the Licenser:      c/o Nexacor Realty Management Inc.  
                             87 Ontario Street West, Suite 200  
                             Montreal, QC H2X 0A7

Attention:              Director, Realty Transactions; and  
                             Director, Lease Administration

Telecopier: (514) 840-8404

With a copy to:

Bell Canada  
Real Estate Services  
1 Carrefour Alexander-Graham-Bell  
Building E, Ground Floor  
Verdun, Quebec  
H3E 3B3

Attention: Senior Asset Manager – Bell Real Estate Services

Telecopier: (514) 840-8404

The date of receipt of any such notice shall, if delivered personally or by messenger, be the date of delivery or if sent by telecopier, the first (1<sup>st</sup>) business day after sending thereof. Any party may from time to time change its address, telecopier number and/or the name of the person indicated as addressee by notice to the other party given as hereinabove set forth.

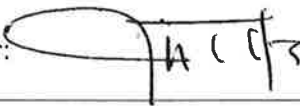
10. In the event that the Site is owned by the Ministry of Natural Resources and the Licensor is a ground tenant of the Site, the Licensee shall pay during the term or any extension thereof, in addition to the License Fee set out above, an annual co-location fee ("MNR Co-location Fee") to the Licensor or, upon direction from the Licensor, directly to the Ministry of Natural Resources. The annual MNR Co-location Fee for the calendar year 2014, if applicable, is approximately Five Thousand, One Hundred and Forty Dollars (\$5,140.00). The MNR Co-location Fee shall increase annually and shall be in an amount equal to one hundred and three percent (103%) of the MNR Co-location Fee prevailing in the immediately preceding year
11. Except as specifically amended by the terms, covenants and agreements of this Agreement, all covenants, conditions and agreements as reserved and contained in the License are hereby ratified and confirmed.
12. Except as specifically stated in this Agreement, any term which is defined in the License, shall, unless the context otherwise requires, have the same meaning when used in this Agreement.
13. The Licensee agrees that it shall not register this Agreement.
14. The parties agree to execute such further and other agreements from time to time as may be reasonably necessary in order to give effect to this Agreement.

15. This Agreement may be executed in several counterparts and delivered by facsimile or pdf copy, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.
16. This Agreement shall enure to and be binding upon the parties and their respective successors and assigns.
17. Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.
18. The provisions hereto shall be interpreted according to the laws of the Province of Ontario.
19. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision, but shall be deemed to be severable.

*[signature page follows]*

**IN WITNESS WHEREOF** the parties have duly executed this License Confirming and Amending Agreement as of the date first above written.

**BELL CANADA**

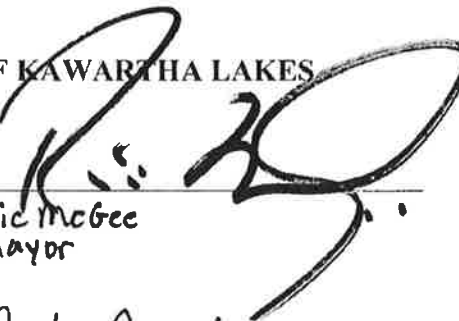
Per: 

Name: JIM TSAKNIS

Title: Director, Strategic Asset Planning


I have authority to bind the Corporation.

**CITY OF KAWARTHA LAKES**

Per: 

Name: Ric McGee

Title: Mayor

Per: 

Name: Judy Currins

Title: City Clerk

I/We have authority to bind the Corporation

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

## **Council Report**

**Report Number FIRE2019-002**

---

**Date:** April 23, 2019

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

**Place:** Council Chambers

---

**Ward Community Identifier:** 8

**Title:** Proposed Construction Agreement and Encroachment Agreement Part of Lot 24, Concession 8, Township of Manvers

**Description:** New Bethany Fire Hall

**Author and Title:** Ron Raymer, Deputy Chief

---

### **Recommendations:**

**That** Report 2019-002, Proposed Construction Agreement and Encroachment Agreement Part of Lot 24, Concession 8, Township of Manvers be received; and

**That** the Mayor and Clerk be authorized to execute the Construction Agreement and the Encroachment Agreement attached as Appendix "A".

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

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

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

## **Background:**

During the Bethany Fire hall build and as a result of KRCA drainage requirements, a berm is required to be constructed, being a 2.5m wide x 0.3m deep grassed swale, and a 43m long 100mm diameter underground storm pipe connecting to Ski Hill Road and a 5.5m long 200mm diameter PVC storm pipe outletting into the grassed swale along the northerly limit of Hydro One Networks Inc. transmission corridor. It is necessary to enter upon the Strip for the purpose of construction and installation of certain portions of the project described in the Bethany Fire Hall site plan. The construction is required to encroach onto an Easement Strip registered on the property of Ontario Hydro.

## **Rationale:**

The construction agreement will acknowledge the construction of the berm and the encroachment agreement will acknowledge that the works will remain and be maintained in its present form and position for the life of the works and that Hydro One Networks Inc. is agreeable subject to the conditions in the agreement.

The location of the underground infrastructure, being outside the construction area around the Hydro One towers and on the boundary with the City property, is unlikely to be interfered with as a result of tower maintenance, removal or installation on the Hydro property. The design was accepted by the City of Kawartha Lakes prior to the issue of a building permit.

## **Other Alternatives Considered:**

No alternative is recommended as the Construction Agreement and Encroachment Agreement are required implement the Site plan, which has been approved by the City and includes the offsite works.

## **Financial/Operation Impacts:**

There are no financial implications to this report.

## **Relationship of Recommendations to the 2016-2019 Strategic Plan:**

This Report does not specifically align with any of the goals in the Council Adopted Strategic Plan. This Report is in alignment with the strategic enabler of “efficient infrastructure and asset management”.

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

There are no implications arising from this report with respect to accessibility.

## **Consultations:**

City Solicitor  
Insurance Risk Management Coordinator

## **Attachments:**

Appendix A – Construction and Encroachment Agreement between Hydro One Networks Inc. and the City of Kawartha Lakes.



FIRE2019-002  
Constructn Encroach

**Department Head E-Mail:** [mpankhurst@kawarthalakes.ca](mailto:mpankhurst@kawarthalakes.ca)

**Department Head:** Mark Pankhurst

**CONSTRUCTION AGREEMENT**

**THIS AGREEMENT** made in triplicate this **4** day of **January, 2019**

**B E T W E E N:**

**HYDRO ONE NETWORKS INC.**

hereinafter called "**HONI**"  
of the First Part

-and-

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

hereinafter called "**KAWARTHA LAKES**"  
of the Second Part

**WHEREAS Ontario Hydro** is the registered owner of a transmission line easement in, over, along, across and upon those certain parcels and tracts of land lying and being in **Part of Lot 24, Concession 8**, in the Township of **Manvers**, now in the **City of Kawartha Lakes** (hereinafter called the "Strip"), which easement is registered as Instrument Number **LT9925** (hereinafter called the "Easement").

**AND WHEREAS** Ontario Hydro's interest in the Easement was transferred unconditionally to HONI by or pursuant to a transfer order, as amended, made under the *Electricity Act, 1998*, as amended, which transfer has taken effect.

**AND WHEREAS** the Easement is employed by HONI to accommodate HONI's existing transmission line.

**AND WHEREAS KAWARTHA LAKES** has or is about to construct a berm, a 2.5 m wide x 0.3 m deep grassed swale, a 43 m long 100 mm diameter underground storm pipe connecting to Ski Hill Rd and a 5.5 m long 200 mm diameter PVC storm pipe outletting into the grassed swale along the northerly limit of HONI's transmission corridor (hereafter called "the Project"), and **KAWARTHA LAKES** wishes to enter upon the Strip for its said purpose of construction and installation of certain portions of the Project within the Strip in such manner as described and illustrated on the drawings prepared by **M.V. Wilson Engineering Inc. plotted April 6, 2018 titled Bethany Fire Hall: Site Plan, Dwg No. SP-01** as shown in Schedule "A", and HONI is agreeable thereto.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the sum of Five Dollars (\$5.00) and the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto covenant and agree as follows:

**CONSTRUCTION TERMS AND CONDITIONS**

1. For the purposes of this agreement, the following definitions shall apply:
  - (a) "Commencement of Construction" means the point in time at which **KAWARTHA LAKES** or its independent contractors or appointees places any equipment or materials on the Strip or excavates any earth, save and except for equipment and work required and approved of in writing by HONI beforehand as necessary to carry out preliminary surveying, engineering and soil testing.
  - (b) "Date of Final Approval" means the date at which HONI provides written notification to **KAWARTHA LAKES** that it has, to HONI's satisfaction, conducted the construction to complete the Project.
  - (c) "Encroachment" means the encroachment of the Project generally and the Works specifically upon the Strip by **KAWARTHA LAKES**.
  - (d) "Plan" means collectively the drawings prepared for **KAWARTHA LAKES** showing the Project as constructed relative to the limits of the Strip, and HONI's works and equipment on the Strip and attached hereto as Schedule "A";



- (e) “Project” as noted above includes the supply, construction and installation of all facilities required to provide for the Works, described and shown on Plan;
  - (f) “Strip” means HONI’s above noted electrical transmission line easement, whether or not specifically identified and labelled as such on the Plan;
  - (g) “Works” means all plant, equipment, and facility of **KAWARTHA LAKES** intended to be placed in, on, over, through or across the Strip for **KAWARTHA LAKES**’ purposes of its Project only and intended to be constructed so as to encroach within the Strip as described and shown on the Plan;
2. The Project will entail the supply, construction and installation, at the sole expense of **KAWARTHA LAKES**, of the following:
- (a) Supply and installation of all services on and in the Strip associated with the Works. Notwithstanding the text and illustration on the Plan, the Works shall be designed and constructed to withstand the following loads:
    - (i) Moving heavy equipment – CL-625-ONT Truck loading according to CAN/CSA-S6-00; and
    - (ii) Moving mobile cranes set up for work with counterweights in place – 267 KN per tandem axle, dual wheel, 1.53m axle spacing, 360mm tires
  - (b) Any underground pipe, duct, cable, culvert, or bridge installation must be capable of withstanding the weight of heavy construction equipment
  - (c) Other miscellaneous work as may be included as part of the Project from time to time (hereinafter together with section 2(a) above shall collectively be called the “Construction”), save and except any aerial service lines or pole mounted facilities, such as electrical power, telephone, cable television, street lighting or other similar pole mounted facilities for which **KAWARTHA LAKES** shall make separate submission to HONI for approval.
3. HONI grants to **KAWARTHA LAKES** approval to install the Works strictly in compliance with the covenants; terms and conditions herein below set out.
4. The Parties covenant and agree that this construction portion of this Agreement is effective for a one year period commencing **September 1, 2018 to August 31, 2019** (the “Term”).
5. **KAWARTHA LAKES** shall at all times at its sole expense to the satisfaction of HONI during the term of this Agreement and any permitted extension(s) or renewal(s) thereof:
- (a) Be responsible for and shall and does hereby covenant and agree to indemnify and save harmless HONI from and against all loss, damage or injury to property or persons whatever and howsoever caused (including loss of life) arising out of the permission hereby granted including without limitation the construction, operation and maintenance of the Works, save and except where such loss, damage or injury is caused or contributed by the negligence or wilful misconduct of HONI and those for whom it is responsible in law.
  - (b) Agree that the installation of the Project is being installed at **KAWARTHA LAKES**’s own risk and the Works and all other property of **KAWARTHA LAKES** at any time within the Strip shall be at the sole risk of **KAWARTHA LAKES** and HONI shall not be liable for any loss or damage thereto howsoever occurring and **KAWARTHA LAKES** fully releases HONI from all claims and demands in respect of any such loss or damage, except and to the extent to which such loss or damage is caused or contributed to by the negligence or wilful default of HONI and those for whom it is responsible in law. **KAWARTHA LAKES** specifically hereby releases HONI from any loss, damage or injury to any of the Project’s installation which may occur when HONI crosses the Strip with its vehicles.
  - (c) Agree that HONI is not responsible for any damages or injuries resulting from ice falling from structures or conductors.
  - (d) Reimburse HONI for all expenses incurred or paid or payable by HONI associated with all of the subsequent restoration of any disturbed area of the Strip.
  - (e) Reimburse HONI for any expense incurred by HONI to install any crossing ramp or crossing plating on the Strip as a result of the Project.

Notwithstanding anything to the contrary contained in this Agreement or otherwise, sections 5(a), (b) and (c) hereof shall survive the termination of this Agreement.

**6. KAWARTHA LAKES** covenants and agrees that prior to Commencement of Construction, **KAWARTHA LAKES** shall at all times, at its sole expense in a manner satisfactory to HONI:

- (a) Provide HONI with and secure its consent to its proposed Construction schedule and not deviate therefrom without written notification and agreement of HONI.
- (b) Arrange and maintain throughout the term of this Agreement or any extension thereof, the following insurance and pay all premiums during the term of this Agreement or any extension thereof with respect to such insurance:
  - (i) Insurance of the type commonly called commercial general liability insurance which shall include coverage for personal injury, death and property damage, all on an occurrence basis with respect to all operations carried out upon the Strip or in any building and other facilities and **KAWARTHA LAKES**'s use and occupancy of the Strip, with limits for any one occurrence or claim not less than \$5,000,000.00. Such insurance shall (1) name **KAWARTHA LAKES** and HONI as additional insured; (2) and contain a cross liability and severability of interest clause; and (3) specify that it is primary coverage and not contributory with or in excess of any other insurance that may be maintained by **KAWARTHA LAKES**.
  - (ii) **KAWARTHA LAKES** agrees that if **KAWARTHA LAKES** fails to take out or keep in force such insurance, HONI will have the right to do so and to pay the premiums thereof, in which event **KAWARTHA LAKES** shall pay to HONI the amount paid as premiums. A certified copy of such policy(ies) or satisfactory certificate(s) in lieu thereof shall be given to HONI for approval on or before the commencement of this Agreement and any extension(s) or renewal(s). Such insurance policies shall contain an endorsement clause that such policies shall not be cancelled or modified so as to restrict or reduce coverage except upon 30 days' notice in writing thereof to HONI.
- (c) Comply with all applicable statutes, by-laws, regulations, orders, codes, standards and directions of all governmental and regulatory authorities having jurisdiction, including to the extent applicable, *The Occupational Health and Safety Act*, R.S.O. 1990 ("OHSA") and any amendments thereto and any regulations passed thereunder and the Canada Standards Association Standard C-22.3.
- (d) Inform all its contractors of any special conditions in the construction area of the Strip, including it being a high-voltage environment and ensure all contractors and invitees comply with all safety and environmental laws and all rules and regulations applicable thereto. The transmission line(s) on the Strip is designed to operate at **230 kV**. A pre-construction meeting with either a HONI Transmission Lines Technician or Land Use Agent may be required to ensure that **KAWARTHA LAKES** and/or its contractors are aware of all safety requirements.
- (e) **KAWARTHA LAKES** is responsible for arranging underground locates prior to digging or auguring any holes, or performing any excavation works.
- (f) Give HONI a minimum of 72 hours' notice prior to Commencement of Construction so that HONI, at its sole discretion, may have its representatives present at **KAWARTHA LAKES**' expense, to ensure conformity with the terms and conditions of this agreement.
- (g) Mark all poles and guy wires on the property with bright markers, such as yellow plastic guards on the guy wires, and either red or yellow tape or paint on the poles at eye level and lower, to avoid potential hazards. These markers must be in place prior to the Commencement of Construction and left on and kept in good condition for the duration of the Term or any renewal thereof.
- (h) Erect signage on the Strip in accordance with the OHSA. Signs must be clearly visible, and maintained upright at all times during the Term or any renewal thereof.
- (i) Any proposed drainage ditch or drains of any kind crossing or within the Strip must be pre-approved by HONI and meet the following conditions:

- (i) Any culvert or similar crossing must allow HONI and its contractors, linear crossing of the ditch at all times.
  - (ii) The culvert must be capable of withstanding heavy loads similar to a pipeline installation.
  - (iii) Must be a minimum cement culvert with appropriate cover that will never require maintenance.
  - (iv) The culvert must be a minimum of 7.62 metres (25 feet) wide.
  - (v) The culvert must be kept free of debris and water blockage.
  - (vi) Maintain the culvert cover and allow HONI to cross at any time without notice.
  - (vii) The culvert must be capable of handling flows considered to be heavy as would be evaluated in 100 year storm water run-off.
  - (viii) Swales proposed must have a culvert installation to ensure crossing of the swale will not result in damage, and create ruts that do not allow water to pass effectively and prevent HONI's access to its facilities at any time.
- (j) Ensure the Works do not interfere with the natural drainage patterns along the Strip and does not result in standing water within 15.0 metres (49 feet) of the existing HONI structure bases or anywhere else on the Strip.
  - (k) Ensure the design of any proposed underground collector line will withstand the loading conditions created by heavy maintenance vehicles that may be used by HONI.
  - (l) Ensure all proposed works on the Strip provide adequate overhead transmission line clearance from the high voltage conductors at maximum sag conditions to the proposed ground elevations.
  - (m) Ensure that safe working clearances as specified in the OHSA for workers and equipment are maintained at all times during construction activities. The transmission line(s) on the Strip is designed to operate at **230 kV**.
  - (n) Ensure that access to HONI's structures and works is maintained at all times. HONI maintenance and repair equipment includes large heavy rubber tired road vehicles and large heavy tracked equipment. An adequately sized work zone must be maintained at the base of a structure at all times. HONI requires 15.0 metres (49 feet) of clearance on all sides around its structures as measured from the legs of the structures in order to carry out maintenance operations. No activity that restricts HONI's access to its structures will be permitted on the Strip.
  - (o) Install temporary fencing around all HONI's transmission line structures and associated equipment. The temporary fencing must be at a minimum a 1.22 metres (4 feet) high orange nylon snow fence, maintained in an upright condition for the Term or any renewal thereof. Fencing must be installed at a minimum of 3.0 metres (10 feet) away from all HONI owned structures and equipment.
  - (p) Shall not obstruct access to HONI facilities, at any time, during construction or after the facilities are in service. The Strip must be kept free of all debris and equipment which could prohibit access to HONI facilities.
  - (q) Be responsible for maintaining security of the site and for the safety of its workers and contractors on the Strip.
  - (r) Suspend its operations, if required, in the case of HONI emergency work, until HONI crews have completed their work.
  - (s) Any change in grade that may adversely affect the present water flow on the Strip must be reviewed and approved by HONI.
  - (t) Ensure no grading and/or excavation work is carried out using heavy machinery within 10.0 metres (33 feet) of the tower footings. Within 10.0 metres (33 feet) of tower footings grading and/or excavation work must be carried out by hand or by using a VAC system in order to protect the tower foundations.

7. During construction of the Works **KAWARTHA LAKES** shall at all times, at its sole expense:

- (a) Obtain confirmation and approval in writing from HONI of any deviations from the Plan.
  - (b) Not erect or allow any structures, buildings, installations, works, work shacks to be erected, built or installed; nor store or located any materials, equipment, garbage, refuse, snow, ice, soil, on the Strip except in those places or in such manner as shall be approved in writing by HONI.
  - (c) Not dispense gasoline, diesel fuel or any other combustible substance within the limits of the Strip, nor shall these substances be stored on the Strip.
  - (d) Not store flammable substances within the Strip.
  - (e) Not place or store under the transmission lines on the Strip any metal garbage bins, construction trailers, nor park tractor trailers under the transmission lines.
  - (f) Erect satisfactory temporary barriers on access routes and make all reasonable efforts to prevent use of these routes by private or commercial vehicles.
  - (g) Erect temporary barriers such as snow-fencing between **KAWARTHA LAKES'** access road(s), and construction areas and all transmission towers and poles so as to provide a minimum 3.0 metres (10 feet) horizontal separation between the barriers and towers and poles on the Strip to restrict all access road and construction traffic, equipment and material from within the fenced area(s), including ploughed snow.
  - (h) Participate in and attend from time to time as requested HONI arranged co-ordination meetings with representatives of **KAWARTHA LAKES'** contractors, if required.
  - (i) Comply satisfactorily with all instructions of HONI's inspectors from time to time including without limitation, instructions to halt construction if, in the opinion of such inspectors, HONI's works from time to time may be interfered with, or the safety of the public or such works may be in danger, or the Project is not being constructed in accordance with the terms and conditions of this agreement.
  - (j) Contact HONI immediately when HONI's buried counterpoise (ground wire(s)) are exposed, damaged or cut through during Construction.
  - (k) Provide HONI minimum of 30 days prior notice of all blasting operations. **KAWARTHA LAKES** must ensure ground vibrations do not exceed a peak particle velocity rate of 50 millimetres per second, and shall further ensure that appropriate blast-mats are in place during all blasting operations within 61 metres (200 feet) of any transmission line to eliminate damage or injury to HONI's plant and equipment from blasted flyrock.
8. After Construction and completion of the Project, **KAWARTHA LAKES** shall, at all times at its sole expense and to the satisfaction of HONI:
- (a) Advise HONI, 72 hours prior notice in writing, that all Construction on the Strip has been completed and ready for HONI's inspection if required to ensure that all proper clearance requirements are maintained.
  - (b) Repair and restore all fences, gates and improvements (including, without limitation, field tiles and wells) to a condition equivalent to that existing prior to installation of the Works.
  - (c) Restore all earth, topsoil and ground cover disturbed by Construction, and do all requested or necessary grading to ensure soil and slope stability to the satisfaction of HONI. The remaining unoccupied width of the Strip must be at least 6.0 metres (20 feet) for longitudinal corridor access and mid-span maintenance of the lines. Access routes should not have a slope greater than 10%.
  - (d) Reimburse HONI within 30 days of invoicing all costs incurred by HONI for replacing, relocating or repairing all or any of HONI's works as a result of the Project and Construction or presence of the Works and/or for any costs incurred by HONI pursuant to this Agreement.
9. Any renewal of this Agreement is at the sole discretion of HONI. Request for renewal must be submitted in writing by **KAWARTHA LAKES** to HONI at least two months prior to the expiration of the Agreement.

- 10.    **KAWARTHA LAKES** and HONI covenant and agree that they will enter into an encroachment agreement (in the form attached hereto as Schedule “B”) with respect to the encroachment of the Works into the Strip, which agreement shall be registered on title to the Strip (the “Encroachment Agreement”).    **KAWARTHA LAKES** shall execute the Encroachment Agreement concurrently with the execution of this Construction Agreement, and HONI shall register the Encroachment Agreement on title to the Strip upon the completion of the Works. In the event that the Works have not been constructed by the expiration or termination of this Construction Agreement, the Encroachment Agreement shall also be deemed to have expired or terminated.
  
- 11.    The rights and easement of HONI are hereby ratified and confirmed.
  
- 12.    The provisions hereof shall enure to the benefit of the undersigned and be binding upon their respective successors and assigns. Any assignment of this Agreement is prohibited without the prior written consent of HONI.
  
- 13.    The failure of HONI to exercise any right, power or option or to enforce any remedy or to insist upon the strict compliance with the terms, conditions and covenants under this Agreement shall not constitute a waiver of the terms, conditions and covenants herein with respect to that or any other or subsequent breach thereof nor a waiver by HONI at any time thereafter to require strict compliance with all terms, conditions and covenants hereof, including the terms, conditions and covenants with respect to which HONI has failed to exercise such right, power or option. Nothing shall be construed or have the effect of a waiver except an instrument in writing signed by a duly authorized officer of HONI which expressly or impliedly waives a right, power or option under this Agreement.
  
- 14.    This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein, and the parties hereto irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario in the event of a dispute hereunder.
  
- 15.    Time shall in all respects be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the parties.
  
- 16.    The provisions of the attached Schedules “A” and “B” shall form part of this Agreement as if set out herein.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by the signatures of their proper officers, as of the day and year first written above.

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

**Per:** \_\_\_\_\_  
**Name:** **Andy Letham**  
**Title:** **Mayor**

**Per:** \_\_\_\_\_  
**Name:** **Cathie Ritchie**  
**Title:** **City Clerk**

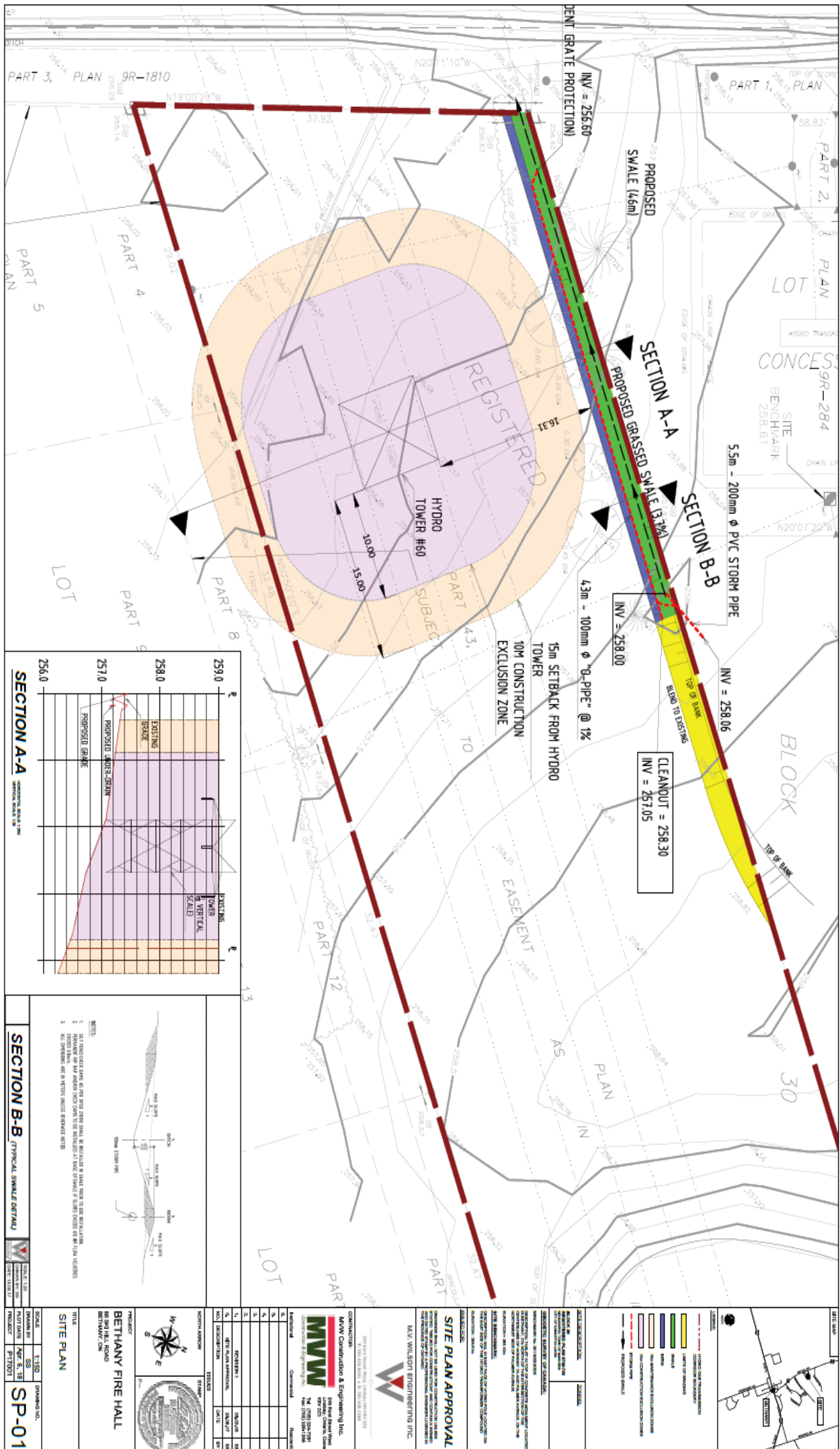
We have the authority to bind the Corporation.

**HYDRO ONE NETWORKS INC.**

**Per:** \_\_\_\_\_  
**Name:** **Maria T. Agnew**  
**Position:** **Senior Real Estate Coordinator,**  
                  **Real Estate Management**

I have authority to bind the Corporation.

## SCHEDULE "A"



SCHEDULE “B”

ENCROACHMENT AGREEMENT

THIS INDENTURE made in triplicate this 4th day of January, 2019

B E T W E E N:

HYDRO ONE NETWORKS INC.

hereinafter called “HONI”

OF THE FIRST PART

-and-

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

hereinafter called “KAWARTHA  
LAKES”

OF THE SECOND PART

WHEREAS KAWARTHA LAKES PS INC. is the owner of lands legally described as **Part of Lot 24, Concession 8, in the Geographic Township of Manvers, now in the City of Kawartha Lakes, being PIN 63265-0028 and registered as Instrument Number LT10020** (the “Lands”);

AND WHEREAS a portion of the Lands (the “Easement Strip”) is subject to an easement registered as Instrument Number **LT9925** in favour of **Ontario Hydro**. (the “Easement”).

AND WHEREAS Ontario Hydro’s interest in the Easement was transferred unconditionally to HONI by or pursuant to a transfer order, as amended, made under the *Electricity Act, 1998*, as amended, which transfer has taken effect.

AND WHEREAS the Easement contains a provision which states that the Easement Strip is to be kept clear of any buildings, structures or other obstructions of any nature whatever which may interfere with the safe and efficient operation of HONI’s transmission line.

AND WHEREAS KAWARTHA LAKES has or is about to construct a **berm, a 2.5 m wide x 0.3 m deep grassed swale, a 43 m long 100 mm diameter underground storm pipe connecting to Ski Hill Rd and a 5.5 m long 200 mm diameter PVC storm pipe outletting into the grassed swale along the northerly limit of HONI’s transmission corridor** on the Lands in such a manner as to cause same to encroach onto the said Easement Strip in contravention of the terms and conditions of the Easement (the “Works”).

AND WHEREAS KAWARTHA LAKES has requested that HONI allow the encroachment of the Works to remain and be maintained in its present form and position for the life of the said Works and HONI is agreeable thereto subject to the conditions herein contained which **KAWARTHA LAKES** hereby covenants and agrees to observe and abide by.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the terms and conditions herein contained and the sum of Five Dollars (\$5.00) and the covenants and agreements herein contained and other good and valuable consideration, the receipt whereof are hereby acknowledged, the parties hereto covenant, promise and agree as follows:

1. HONI hereby acknowledges the existence of the encroachment of the Works and hereby agrees that **KAWARTHA LAKES** shall be permitted to maintain same in the present state and location in, over, along and upon that part of **Part of Lot 24, Concession 8, in the Township of Manvers, now in the City of Kawartha Lakes, being part of PIN 63265-0028(LT). The encroachment is described as Part 1, Block 30 R Plan 57M-736, being Part 1 on Plan 57R-10728 deposited December 7, 2018.**
2. **KAWARTHA LAKES** shall do no acts which shall cause any further encroachments over or upon the said Easement Strip and without limiting the generality of the foregoing, shall not:

- (a)     Not increase the size nor alter the position of the Works.
  - (b)     Not use any equipment on the Strip closer than 6.0 metres (20 feet) to all HONI electrical wires.
  - (c)     Not install any light standards, flag poles, power distribution pole lines or other aerial installations on the Easement Strip, whether temporary or permanent, without the written approval from HONI.
  - (d)     Not plant, without prior permission, other than grass or approved species in accordance with then current HONI's Forestry policy. All plantings and landscape must be reviewed and approved by HONI on properly numbered drawings.
  - (e)     Keep tower bases clear of plantings, material storage or debris of any kind at all times. A 3.0 metre (10 feet) radius around HONI structures must be left unpaved for access to structure footings.
  - (f)     Not burn brush, agricultural, or construction debris on the Easement Strip.
3.     The Structure and all other property of **KAWARTHA LAKES** at any time on the Easement Strip or on adjacent HONI land shall be at the sole risk of **KAWARTHA LAKES** and HONI shall not be liable for any loss or damage thereto however occurring and **KAWARTHA LAKES** release HONI from all claims and demands in respect of any such loss or damage, except and to the extent to which such loss or damage is caused by the neglect or default of HONI, its servants or agents.
4.     **KAWARTHA LAKES** shall assume all liability and obligation for any and all loss, damage or injury to property or persons (including loss of life) which would not have happened but for this indenture or anything done or maintained by hereunder or intended so to be, and **KAWARTHA LAKES** shall at all times indemnify and save harmless HONI from and against all such loss, damage, or injury and all actions, suits, proceedings, costs, charges, damages, expenses, claims or demands arising therefrom or connected therewith; provided that **KAWARTHA LAKES** shall not be liable under this paragraph to the extent to which such loss, damage, or injury is caused or contributed to by the neglect or default of HONI, its servants or agents. If HONI shall, without fault on its part, be made a party to any litigation commenced by or against **KAWARTHA LAKES**, **KAWARTHA LAKES** shall fully protect, indemnify and hold HONI harmless and pay all costs, expenses and legal fees of HONI so that HONI shall suffer no loss or harm in connection with such litigation.
5.     The indemnity of HONI by **KAWARTHA LAKES** hereunder shall not merge upon but shall survive the expiration or earlier termination of the term of this Agreement.
6.     **KAWARTHA LAKES** covenant and agree to be jointly and severally liable for the performance of all covenants and obligations under this Indenture.
7.     The rights and easement described in the Easement registered as Instrument Number **YR2125508** are hereby ratified and confirmed.
8.     The burden and benefit of this Indenture shall run with the Lands and shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.



**IN WITNESS WHEREOF** the parties hereto have caused this indenture to be executed by the signature of their proper officer duly authorized in that behalf.

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

**Per:** \_\_\_\_\_  
**Name:**   **Andy Letham**  
**Title:** **Mayor**

**Per:** \_\_\_\_\_  
**Name:** **Cathie Ritchie**  
**Title:** **City Clerk**

We have the authority to bind the Corporation.

**HYDRO ONE NETWORKS INC.**

**Per:** \_\_\_\_\_  
**Name:** **Maria T. Agnew**  
**Title:** **Senior Real Estate Coordinator**

I have authority to bind the Corporation

**RECEIVED**

**APR 12 2019**

April 9, 2019

**OFFICE OF THE CITY CLERK  
KAWARTHA LAKES**

The Mayor and Council  
City of Kawartha Lakes  
26 Francis Street,  
Lindsay, Ontario  
K9V 5R8

Attn: City Clerk

I respectfully submit a request on behalf of the community for stop signs to be erected at the intersection of Graham Drive and Stinson's Bay Road, southern intersection.

This request is being submitted due to safety concerns as this is a blind corner and there have been several near collisions. During the summer months the shrubbery growth makes the visibility worst.

Attached please find a petition, a drawing of the area and pictures.

I the undersigned would like to be kept informed of the progress and or decision on the noted matter.

Respectfully,



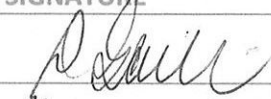
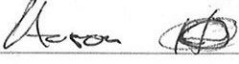
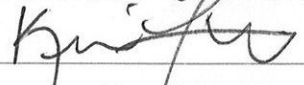
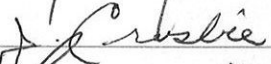
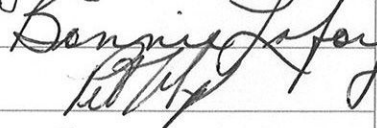


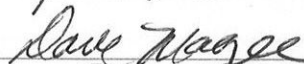
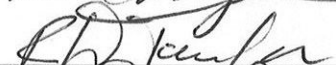
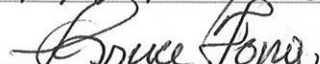




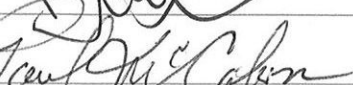
Bruce Fong  
39 Graham Drive,  
Fenelon Falls, Ontario  
K0M 1N0  
Cell# 905-706-5088

## PETITION FOR A STOP SIGN

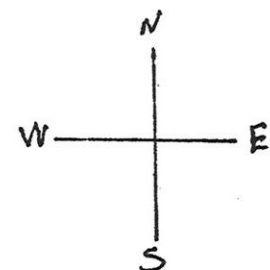
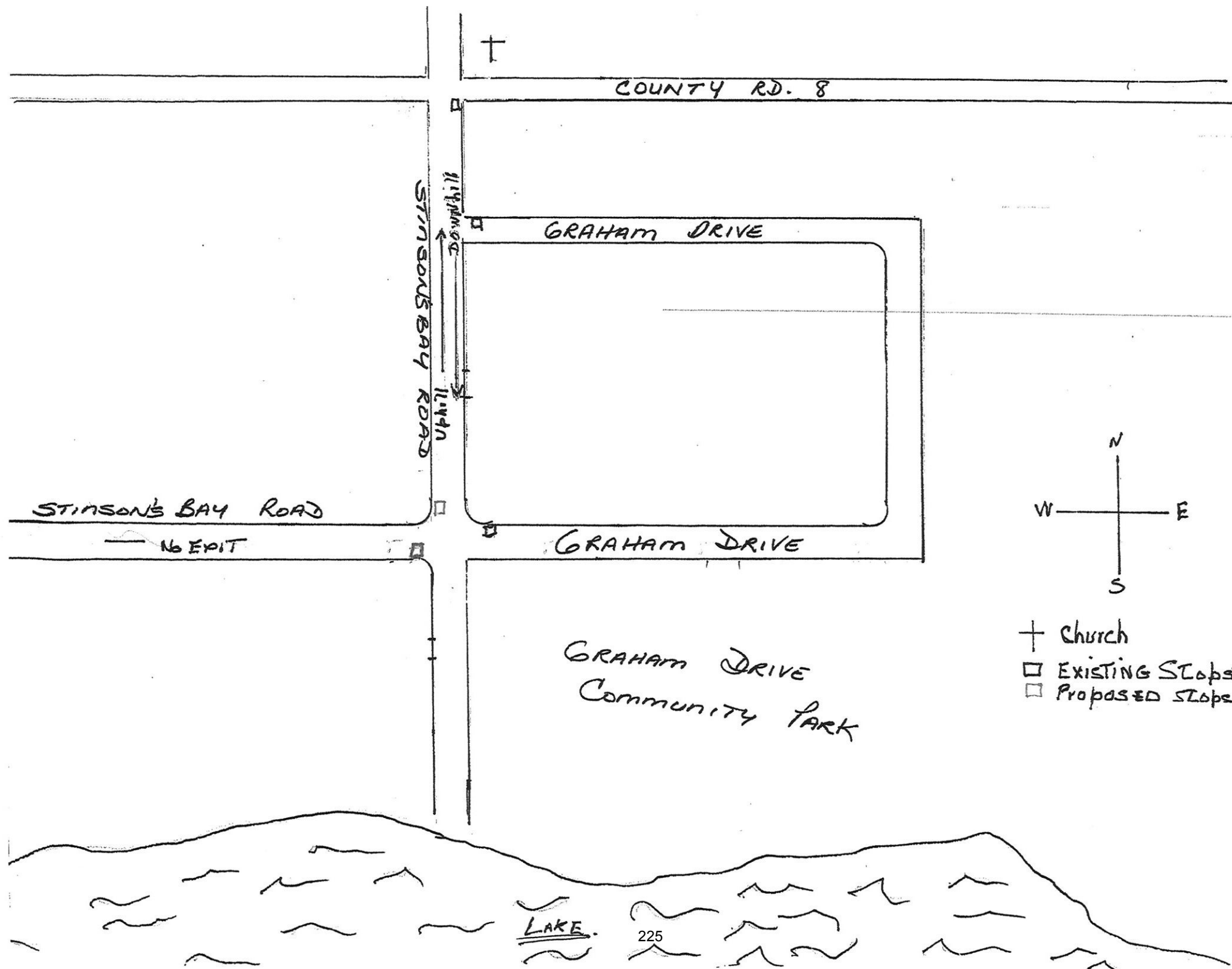
WE THE UNDERSIGNED ARE REQUESTING THAT TWO STOP SIGNS BE ERECTED ON THE SOUTH END OF STINSON'S BAY ROAD IN THE COMMUNITIES OF GRAHAM DRIVE AND STINSON'S BAY ROAD.

THIS REQUEST IS BEING SUBMITTED FOR THE FOLLOWING SAFETY REASONS:

- THERE IS A BLIND CORNER AT THE SOUTHERN INTERSECTION OF GRAHAM DRIVE AND STINSON'S BAY ROAD THAT IS EXTREMELY HAZARDOUS FOR SOUTH BOUND VEHICLES TURNING LEFT ON GRAHAM DRIVE OFF OF STINSON'S BAY ROAD;
- VEHICLES CANNOT SEE PEDESTRIANS WALKING AT THE INTERSECTIONS, PARTICULARLY WHEN THEY ARE CROSSING THE ROAD;
- GRAHAM DRIVE HAS AN ACTIVE COMMUNITY PARK WHICH IS USED BY FAMILIES WITH YOUNG KIDS, ELDERLY RELATIVES AND PETS.

NAME	ADDRESS	SIGNATURE
Debbie Garland	34 GRAHAM DR.	
Avron Hall	33 Graham Dr	
Amyssa Graham	18 Graham Dr	Amyssa Graham
Jason Northey	" "	Jason Northey
KEVIN FLARO	9 GRAHAM DR.	
J+M CROSBIE	6 GRAHAM DR	
BONNIE LAFOY	29 STINSON'S BAY RD	
PETE GAPP	41 " " "	
JOHN WHOLAN	48 GRAHAM DR	
Dave Magee	44 Graham Dr.	
ROB TAYLOR	41 GRAHAM DR	
BRUCE FONG	39 GRAHAM DR.	
Brian Hill	23 " "	
Nigra Sargahar	29 Graham Dr.	
L. FORDHAM	" " "	
DAVE HOLLOMAN	47 STINSON BAY RD	
Paul McCabon	1 GRAHAM DR	

NAME	ADDRESS	SIGNATURE
BOB & JUNE JONES	1 GRAHAM DR.	Bob Jones
JOHN & LORI GRIFFIN	25 STINSON'S BAY RD.	John B. Griffin
BETTY & PETER GRAF	35 STINSON'S BAY RD.	Betty Graf
VICKIE THOMPSON	68 GRAHAM DR	Victoria Thompson
Stacey Picken	56 Stinsons Bay Rd.	Stacey Picken
Anna Bolliger	62 Stinsons Bay Rd	Anna Bolliger
Rod Martin	81 STINSON'S Bay Rd.	Rod Martin
H. L. Edwards	91 STINSON'S Bay Rd.	H. L. Edwards
JAN SWEENEY	129 STINSON'S RD	Jan Sweeney
Jean Wood	123 Stinson's Bay Rd	Jean Wood



- + Church  
 □ Existing Stop signs  
 □ Proposed Stop signs









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

## **By-Law 2019-**

### **A By-law to Regulate Cost Sharing Measures for Fences on Property Lines in the City of Kawartha Lakes**

#### **Recitals**

1. The Line Fences Act, 1990 establishes a dispute mechanism process for property owners erecting or reconstructing a fence built on a property line
2. Section 98(1) of the Municipal Act, 2001 permits a municipality to specify where and how the Line Fences Act apply within its boundaries
3. Council deems it appropriate to enact a by-law to apportion the costs of fences built on property lines

**Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2019-      .**

#### **Section 1.00: Definitions and Interpretation**

**1.01 Definitions:** In this by-law,

**“Actual Cost”** means the total cost of the construction, reconstruction, maintenance or repair of a line fence, and includes the value of the material used and the value of the labour performed to complete the work;

**“Adjoining Owner”** means the person(s) who owns land adjoining the land on which another land owner desires to build a line fence;

**“Basic Cost”** means the cost of installing, constructing or reconstructing a 1.2 metre (4 ft.) chain link fence which:

- has a diamond mesh not greater than 50 mm (2 inches);
- is constructed of galvanized steel wire not less than 9 gauge or steel wire covered with vinyl forming a total thickness equivalent to 9 gauge galvanized wire;
- is supported by at least 48 mm (1.88 inch) diameter galvanized steel posts encased in a minimum of 50 mm (2 inches) of concrete from grade to a minimum of 1 metre (39 inches) below grade such posts to be spaced not more than 3 metres (10 feet) apart; and
- top and bottom horizontal rails of 35 mm (1.37 inches) minimum galvanized steel except that a minimum 9 gauge galvanized steel wire may be substituted for the bottom horizontal steel rail.

**“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;

**"Fees By-Law"** means the City of Kawartha Lakes Fees By-Law, as amended, or any subsequent by-law known as the Consolidated Fees By-Law;

**"Fence Regulation By-law"** means By-law 2017-216, being 'A by-law to Regulate Fences in the City of Kawartha Lakes' and its successor by-laws;

**"Grade"** means the average elevation of the finished surface of the ground beneath the fence;

**"Line Fence"** means a fence marking the boundary between adjoining parcels of land and located on the actual property line;

**"Owner"** means the registered owner of the land and includes the person managing or receiving the rent for the land or premises, and the person who wishes to erect the fence;

- 1.02 **Interpretation Rules:** 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: Fencing Regulations**

- 2.01 Every person who intends to erect a fence shall satisfy himself/herself as to the location of all property lines prior to fence construction. Any surveying costs incurred to establish such lot lines shall be borne by the owner.
- 2.02 All fencing, including fence height and location, shall comply with the provisions of the Fence Regulation By-law.

## **Section 3.00      Appportionment of Cost for Line Fences**

- 3.01    The apportionment of costs for the construction of a line fence must be considered by the owners of adjoining lands prior to the construction of the line fence.
- 3.02    An owner of land may construct and maintain a line fence.
- 3.03    Where owners of adjoining lands are in agreement or are able to reach agreement on the details of construction, repair or replacement of a line fence, each of them shall construct, repair, replace or maintain a reasonable proportion of the line fence, or shall bear a reasonable and just proportion of the cost of any work required to do so, in accordance with the agreement reached between the owners, regardless of any provision to the contrary in this By-law.
- 3.04    Where the owners of adjoining lands cannot agree or reach an agreement as referred to in section 3.03 of this By-law, on the details of construction, repair or replacement of a line fence, an adjoining owner desiring to construct, reconstruct or repair a line fence may do so subject to complying with the following requirements:
1. the owner must serve the adjoining owner(s) with a notice of intent to construct, repair or replace the line fence, by registered mail;
  2. the notice of intent must contain the following information:
    - a. the owner must provide the adjoining owner with three (3) written quotes for the actual or basic cost for the fencing work to be undertaken;
    - b. the construction, repair or replacement of the line fence located at (address) will commence after fourteen (14) days of the mailing of this notice of intent and the owner may seek payment of a contribution for the construction of the line fence from the adjoining owner(s) in accordance with the formula set out in section 3.05 of this by-law;
    - c. the adjoining owner may obtain additional quotes to be presented not later than ten (10) business days from the date on the notice of intent, sent by registered mail.
  3. a copy of this by-law must be attached to the notice of intent to construct.
- 3.05    The cost of construction of a line fence shall be assigned as follows:
1. the adjoining owner shall pay fifty percent (50%) of the basic cost or fifty percent (50%) of the actual cost, whichever is the lesser quote submitted; and
  2. the owner shall pay the balance of the actual cost.
- 3.06    The cost of reconstruction or maintenance of a line fence shall be borne equally by the owner and the adjoining owner.

- 3.07 The cost of repairs to a line fence shall be borne by the owner if he/she caused the damage necessitating the repair. The cost of repairs to a line fence shall be borne by the adjoining owner if he/she caused the damage necessitating the repair. Subject to section 3.07 of this By-law, the cost of repairs to a line fence shall be borne equally by the owner and the adjoining owner if the damage necessitating the repair was caused by a natural disaster.
- 3.08 If a tree is thrown down by accident or otherwise so as to cause damage to a line fence, the owner of the land on which the tree stood shall at his/her sole expense forthwith remove the tree and repair the fence.
- 3.09 The cost sharing provisions of this By-law shall only apply prior to the commencement of any work and cannot be used retroactively for previously completed work.
- 3.10 Unless specifically agreed to by both parties, only new material shall be used in the construction or reconstruction of a line fence.

## **Section 4.00      Application of Line Fences Act**

- 4.01 The provisions of this by-law shall apply to all properties in Kawartha Lakes within the defined 'Urban Settlement Area' as designated by the City of Kawartha Lakes Official Plan being:
- Bobcaygeon
  - Fenelon Falls
  - Lindsay
  - Omemee
  - Woodville
- 4.02 The provisions of this by-law shall also apply to all properties in Kawartha Lakes within a 'Development Plan Area' or 'Hamlet Settlement Area' or 'Waterfront' designation areas as defined by the City of Kawartha Lakes Official Plan.
- 4.03 The provisions of the Line Fences Act, 1990, as amended, shall apply to all other properties in Kawartha Lakes not identified in section 4.01 and 4.02.
- 4.04 The provisions of the Line Fences Act, 1990, as amended, shall not apply to the properties in Kawartha Lakes identified in section 4.01 and 4.02.
- 4.05 Where a property as described in Section 4.01 and 4.02 abuts a property outside of that description, the Line Fences Act shall apply.
- 4.06 Fees and scheduling for Line Fences Act administration shall be in accordance with the By-law to Set Line Fences Administration Fee for the City of Kawartha Lakes and the Fees By-law.

## **Section 5.00: Enforcement and Application**

- 5.01 Where an owner or adjoining owner is in default of his/her obligations under this By-law, the person desiring to enforce the provisions of this By-law shall, within ninety (90) days after the completion of the construction of the line fence, serve or cause to be served on the defaulting person a notice by registered mail requiring compliance with this By-law, and if such compliance does not take place within thirty (30) days after service of the notice, the person serving the notice may make appropriate proceedings under the Provincial Offences Act to recover the proportionate share of the cost of the work from the defaulting person.
- 5.02 This By-law does not apply to any lands that constitute a public highway, including lands abutting a public highway that are held as a reserve by a municipality or other public authority, or to lands that are being held by a municipality or other public authority as an unopened road allowance or for future public highway purposes.
- 5.03 This By-law does not apply to noise barriers located on public lands.
- 5.04 This By-law does not apply to fences erected under By-law 2005-314, as amended, known as the By-law Respecting Swimming Pools and Swimming Pool Fences.
- 5.05 This By-law, does not apply to an owner of property as described in section 4.01 or 4.02 wishing to upgrade an existing line fence that is in a state of good repair, meaning:
- the fence is complete and in a structurally sound condition, plumb and securely anchored;
  - the fence is protected by weather resistant materials;
  - fence components are not broken, rusted, rotten or in a hazardous condition;
  - all stained or painted fences are maintained free of peeling and discolouration; and
  - that the fence does not present an unsightly appearance deleterious to abutting land or to the neighbourhood.
- 5.06 The provisions of this By-law shall not supersede any fencing restrictions or conditions as set out in a Site Plan, Subdivision or Development Agreement.

## **Section 6.00: Administration and Effective Date**

- 6.01 **Administration of the By-law:** The City Clerk is responsible for the administration of this by-law.
- 6.02 **Effective Date:** This By-law shall come into force on the date it is finally passed.

6.03 **Short Title:** This By-law may be known as the Fence Cost Sharing By-law.

By-law read a first, second and third time, and finally passed, this [redacted] day of [redacted], 201[redacted].

---

Andy Letham, Mayor

---

Cathie Ritchie, City Clerk

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

## **By-Law 2019-XXX**

### **A By-law to Amend By-law 2017-216, being A By-law to Regulate Fences in the City of Kawartha Lakes**

#### **Recitals**

1. Council adopted Resolution **(Insert Resolution Number)** on April 23, 2019 directing the adoption of the By-law to Regulate Cost Sharing Measures for Fences on Property Lines in the City of Kawartha Lakes to partially replace the provisions established by the Line Fences Act, 1990.
2. An amendment is required to By-law 2017-216 to remove references to the Line Fences Act and insert references to the Fence Cost Sharing By-law.

**Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2019-XXX.**

#### **Section 1.00: Definitions and Interpretation**

##### **1.01 Definitions:**

All defined terms in the amending By-law take their meaning from By-law 2017-216 of the City of Kawartha Lakes.

##### **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.

#### **Section 2.00: Amendment Details**

- 2.01 **Amendment:** Section 6.07 (Fence Dispute) to By-law 2017-216 is deleted in its entirety and replaced with the following:

**Fence Dispute:** All disputes between neighbours regarding a proposed or existing fence built on a property line shall be administered and resolved under the provisions of the Fence Cost Sharing By-law Number 2019-XXX and its successor by-laws.

#### **Section 3.00: Administration and Effective Date**

- 3.01 **Administration of the By-law:** The Chief Building Official 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 23<sup>rd</sup> day of April, 2019.

---

Andy Letham, Mayor

---

Cathie Ritchie, City Clerk

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

## **By-Law 2019-**

### **A By-law to Amend By-law 2018-234, being a By-Law to Establish and Require Payment of Fees for Information, Services, Activities and Use of City Property in The City of Kawartha Lakes (known as the Consolidated Fees By-law)**

#### **Recitals**

1. Council adopted Resolution CR2019-XXX, to approve Committee of the Whole Recommendation CW2019-072, on April 23, 2019, directing amendments to the City's Consolidated Fees By-law to implement changes to the administration fee for Line Fences Act proceedings.

2. 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 2019-      .**

#### **Section 1.00: Definitions and Interpretation**

##### **1.01 Definitions:**

All defined terms in the amending By-law take their meaning from By-law 2018-234 of the City of Kawartha Lakes.

##### **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.

#### **Section 2.00: Amendment Details**

2.01 **Amendment:** Schedules A to H to By-law 2018-234 are deleted in their entirety and replaced with Schedules A to H, attached to this by-law to implement the following: Schedules A to H to By-law 2018-234 are amended as follows:

- Schedule A – 9 Fence Viewers
  - Administration Fee be increased from \$110.00 to \$250.00



## **Section 3.00: Administration and Effective Date**

- 3.01 **Administration of the By-law:** The Director of the City Departments are responsible for administration of the respective department fees as approved in Schedules A to H to 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      day of     , 201  .

---

Andy Letham, Mayor

---

Cathie Ritchie, City Clerk

### **Index of Schedules**

- Schedule A - Administration
- Schedule B - Business Licensing
- Schedule C - Fire and Emergency Services
- Schedule D - Parks, Recreation and Culture
- Schedule E - Planning, Development and Engineering
- Schedule F - Waste Management
- Schedule G - Public Works
- Schedule H — Transit



**Consolidated Fees  
Schedules\_20190423**

Schedule A – Administration						
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019		Reference
<b>A - 1 Corporate</b>						
Certified Documents - City of Kawartha Lakes documents	each request	plus photocopy fee	\$11.00	\$11.00		By-law 2003-046
Facsimile Received	page		\$1.25	\$1.25		By-law 2003-046
Facsimile Sent - Local	page		\$1.25	\$1.25		By-law 2003-046
Facsimile Sent - Long Distance	page		\$2.25	\$2.25		By-law 2003-046
Oath Administration	each request		\$11.00	\$11.00		By-law 2003-046
Oath Administration: Related to Pension Documents	each request		no charge	no charge		By-law 2003-046
Photocopies	page		\$0.50	\$0.50		By-law 2003-046
Photocopies - colour letter and legal size	page		\$0.75	\$0.75		By-law 2003-046
Photocopies - black and white 11 x 17	page		\$1.25	\$1.25		By-law 2003-046
Photocopies - colour 11 x 17	page		\$1.25	\$1.25		By-law 2003-046
Photocopies - black and white larger than 11 x 17	per linear foot		\$1.75	\$1.75		By-law 2003-046
Photocopies - colour larger than 11 x 17	per linear foot		\$2.00	\$2.00		By-law 2003-046
<b>A - 2 Revenue &amp; Taxation</b>						
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019		Reference
Account Adjustment Fee (Mortgage Company)	each		\$35.00	\$35.00		By-law 2003-046
Administration Fee - Loans added to Property Taxes - Drainage Ditches	each		\$165.00	\$165.00		120 FD 014
Administration Fee - Loans added to Property Taxes - Septic Rehabilitation Program	each		\$165.00	\$165.00		By-law 2014 115
Administration Fee - Loans added to Property Taxes - Work on Private Land (Water & Sewer Projects)	each		\$165.00	\$165.00		CORP 2016-015
Administration Fee - Tax Sales	each		\$357.00	\$357.00		By-law 2003-046
Credit Card Service Fee	each		as charged by provider	as charged by provider		By-law 2003-046
Duplicate Receipt	each		\$15.00	\$25.00		By-law 2003-046
Interest on Loan added to Taxes - Drainage Ditches, Septic Rehabilitation, Work on Private Land (Water & Sewer Projects)	each		2% above Infrastructure Ontario Lending Rate	2% above Infrastructure Ontario Lending Rate		Various
Large Account Fee	each		\$9.00	\$9.00		By-law 2003-046
Late Payment Charges - Miscellaneous Revenues (not compounded)	month		1.25%	1.25%		By-law 2003-046
Mortgage Company/Agenda Additions	each		\$12.00	\$12.00		By-law 2003-046
New Account Administration Fee	each		\$37.00	\$40.00		By-law 2003-046
Registered Mail	each		\$35.00	\$35.00		By-law 2003-046
Reminder Notices	each		\$23.00	\$23.00		By-law 2003-046
Reprint of Invoice	each		\$15.00	\$30.00		By-law 2003-046
Retrieval of Post Dated Cheque	each		\$40.00	\$40.00		By-law 2003-046
Returned Cheque Fee	each		\$40.00	\$40.00		By-law 2003-046
Site Visits - Tax Accounts	each		\$174.00	\$174.00		By-law 2003-046
Subsearch of Property Title	each	Plus costs	\$87.00	\$87.00		By-law 2003-046
Tax Arrears Extension Agreement	each		\$220.00	\$220.00		By-law 2003-046
Tax Payment Certificates	each		\$58.00	\$58.00		By-law 2003-046
Tax Searches	each		\$29.00	\$29.00		By-law 2003-046
Transfer of Electronic Payments	each		\$35.00	\$35.00		By-law 2003-046

Schedule A – Administration						
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019		Reference
A – 3 Water and Wastewater						
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019		Reference
Administration Fees						
Duplicate Bill (per copy)			\$15.00	\$30.00		By-Law 2018-039
Duplicate Receipt			\$15.00	\$30.00		By-Law 2018-039
Final Meter Readings			\$0.00	\$0.00		By-Law 2018-039
New Account Administration Fee			\$37.00	\$40.00		By-Law 2018-039
Registered Mail			\$35.00	\$35.00		By-Law 2018-039
Retrieval of Post Dated Cheque			\$40.00	\$40.00		By-Law 2018-039
Returned Cheque Fee			\$40.00	\$40.00		By-Law 2018-039
Special Meter Readings			\$112.00	\$112.00		By-Law 2018-039
Statement of Account Activity (per year)			\$42.00	\$42.00		By-Law 2018-039
Transfer Payment to Different Account (Customer Error)			\$35.00	\$35.00		By-Law 2018-039
Utility Payment Certificates	each		\$41.00	\$58.00		By-law 2003-046
Water Shut-off Charge (by request)			\$80.00	\$80.00		By-Law 2018-039
Water Turn on Charge (by request)			\$80.00	\$80.00		By-Law 2018-039
Replace/Repair of Damaged Equipment						
Broken Meter Replacement (including frozen service)			Based on meter size noted below	Based on meter size noted below		By-Law 2018-039
Meter Reading Receptacle Replacement			\$135.00	\$135.00		By-Law 2018-039
Radio Read External Unit			\$200.00	\$200.00		By-Law 2018-039
Radio Read Wire			\$50.00	\$50.00		By-Law 2018-039
Repair Damaged or Broken Hydrant			Time and Material	Time and Material		By-Law 2018-039
Protective Device (10.07)			Time and Material	Time and Material		By-Law 2018-039

Schedule A – Administration						
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019		Reference
<b>Delinquent Accounts or Failure to Comply with By-Law</b>						
Disconnection			\$160.00	\$160.00		By-Law 2018-039
Final Notice			\$23.00	\$23.00		By-Law 2018-039
Hand Delivery of Notices			5% of the overdue amount	5% of the overdue amount		By-Law 2018-039
Late Payment Charge			\$134.00	\$134.00		By-Law 2018-039
Reconnection (After Hours)			\$134.00	\$134.00		By-Law 2018-039
Reconnection (Regular Hours)			\$80.00	\$80.00		By-Law 2018-039
Transfer to Property Taxes for Collection			5% of amount transferred with \$50 minimum charge	5% of amount transferred with \$50 minimum charge		By-Law 2018-039
Unregistered water when order not complied with	Per Day		\$50.00	\$50.00		By-Law 2018-039
<b>Fees Related to Construction, Demolition or New Construction</b>						
<b>Connection Fees</b>						
Request for Information - Application Fee			\$100.00	\$100.00		By-Law 2018-039
Existing Lateral Connections			\$3,000.00	\$3,000.00		By-Law 2018-039
Service Installation Inspection Fee				\$250.00		
<b>Frontage Charges</b>						
Water main (to a maximum of 16 metres)	Per Metre		\$200.00	\$200.00		By-Law 2018-039
Sewer main (to a maximum of 16 metres)	Per Metre		\$250.00	\$250.00		By-Law 2018-039
Water main for Commercial/Industrial (to a maximum of 30 metres)	Per Metre		\$200.00	\$200.00		By-Law 2018-039
Sewer main for Commercial/Industrial (to a maximum of 30 metres)	Per Metre		\$250.00	\$250.00		By-Law 2018-039
<b>Demolition of a Building</b>						
Turn off of Service			\$80.00	\$80.00		By-Law 2018-039
Deposit for Disconnection of Water Service			\$200.00	\$200.00		By-Law 2018-039
<b>Excavation</b>						
Deposit for inspection by excavation			\$500.00	\$500.00		By-Law 2018-039
Excavation Costs			Time and Material	Time and Material		By-Law 2018-039
New Construction Water						
Per Residential Unit per 3 month period			\$175.00	\$175.00		By-Law 2018-039
Backflow Prevention Device			Time and Material	Time and Material		By-Law 2018-039
Commercial/Industrial			Shall be metered	Shall be metered		By-Law 2018-039
Sprinkler Service Connection			Time and Material	Time and Material		By-Law 2018-039
<b>Water Meters</b>						
<b>Residential Meters: Supply and Install</b>						
5/8" by 3/4"			\$320.00	\$320.00		By-Law 2018-039
3/4"			\$378.00	\$378.00		By-Law 2018-039
1"			\$415.00	\$415.00		By-Law 2018-039
<b>Commercial Meters:</b>						
3/4" - Supply and install			\$375.00	\$375.00		By-Law 2018-039
1" - Supply and Install			\$415.00	\$415.00		By-Law 2018-039
1 1/2" - Supply only			\$1,975.00	\$1,975.00		By-Law 2018-039
2" - Supply only			\$2,150.00	\$2,150.00		By-Law 2018-039
2.5" and above - Supply only			Price will be quoted at time of order	Price will be quoted at time of order		By-Law 2018-039

Schedule A – Administration						
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019		Reference
Meter Size Change Request			\$115.00	\$115.00		By-Law 2018-039
Meter Accuracy Test			\$225.00	\$225.00		By-Law 2018-039
Temporary Hydrant Meter			\$500.00	\$500.00		By-Law 2018-039
Additional Services						
Fire Flow Testing - operation of fire hydrants by staff			\$150.00	\$150.00		By-Law 2018-039
Requested Additional Hydrant Installation						
Part of a Construction Project			\$3,700.00	Time and Material		By-Law 2018-039
Dig-in (if required)			Time and Material			By-Law 2018-039
Bulk Water Consumption	per cubic meter		Based upon Schedule "B" to By-Law 2018-039 Water and Sewer Rates	Based upon Schedule "A" to By-Law 2018-039 Water and Sewer Rates		By-Law 2018-039
Bulk Water Key			\$15.00	\$25.00		New
Replacement Bulk Water Key			\$25.00	\$25.00		New
Extra or Replacement Smart Vend Card			\$15.00	\$25.00		New
A – 4 Legal						
Applicants for development agreements shall, where a decision is made to use in-house legal counsel, pay the following fees for negotiating, drafting, creating, amending, and finalizing development agreements from a legal perspective, in addition to any fees payable pursuant to By-law 2001-59:						
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019		Reference
Amendments to existing agreements, and finalization of all other Development Agreements	each	Plus costs	\$220.00	\$220.00		By-law 2003-046
Bonusing Agreements (Planning Act)	each	Plus costs	\$220.00	\$220.00		By-law 2003-046
Front Ending Agreement (Re: Development Charges)	each	Plus costs	\$550.00	\$550.00		By-law 2003-046
Ontario Municipal Board Hearings: referenced in Section 12.2 of Bylaw 2001-59	per day or partial day	Plus costs	\$330.00	\$330.00		By-law 2003-046
Payment Arrangement Agreements (Re: Development Charges)	each	Plus costs	\$220.00	\$220.00		By-law 2003-046
Site Plan Agreement	each	Plus costs	\$380.00	\$380.00		By-law 2003-046
Subdivision Agreement	each	Plus costs	\$545.00	\$545.00		By-law 2003-046
Land Management Committee Application Fee (inquiries pertaining to ownership and/or maintenance of City land, requests to acquire/use City land)	each	Plus costs	\$125.00	\$125.00		By-law 2010-118
Encroachment Agreements						
Minor Encroachments (stairs, small portion of a building, sign, etc.)	Annual		\$125.00 (Effective February 13, 2018)	\$125.00		New By-law 2018-017
Dock or Boathouse	Annual		\$150.00 (Effective February 13, 2018)	\$150.00		New By-law 2018-017
Major Encroachments (shed, garage, etc.)	Annual		\$200.00 (Effective February 13, 2018)	\$200.00		New By-law 2018-017
Co-location of equipment on City-owned tower/building	Annual		\$6000.00 (Effective February 13, 2018)	\$6,000.00		New By-law 2018-017
Tower	Annual		\$13000.00 (Effective February 13, 2018)	\$13,000.00		New By-law 2018-017
A – 5 Road Allowance Inquiries						

Schedule A – Administration						
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019		Reference
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019		Reference
Maintenance	each		\$82.00	\$82.00		By-law 2015-131
Ownership	each		\$110.00	\$110.00		By-law 2015-131
		applicable legal fees/by-law registration costs				
Public Highway By-law	each		\$220.00	\$220.00		By-law 2015-131
Road Status (Open/Assumed Public Road)	each		\$82.00	\$82.00		By-law 2015-131
		applicable legal fees/by-law registration costs				
All of the Above	each		\$494.00	\$494.00		By-law 2015-131
Disbursements from third parties	each		Actual Cost	Actual Cost		By-law 2015-131

Schedule A – Administration						
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019		Reference
<b>A – 6 Vital Statistics</b>						
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019		Reference
Death Registration	each		\$20.00	\$20.00		By-law 2003-046
Division Registrar's Statement	each		\$22.00	\$22.00		By-law 2003-046
Marriage Licence	each		\$135.00	\$135.00		By-law 2003-046
				<b>Rate Effective April 1, 2019</b>		
Civil Marriage Ceremony at City Hall held during normal business hours	each			\$250.00		By-law 2019-031
Civil Marriage Ceremony at City Hall held outside normal business hours	each			\$300.00		By-law 2019-031
Civil Marriage Ceremony held off-site	each	plus mileage at City rate		\$350.00		By-law 2019-031
<b>A – 7 Advertising Devices</b>						
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective March 1, 2019		Reference
Mobile Sign Permit						
One Year Permit	each		\$165.00	\$169.00		By-law 2009-076
<b>Month to Month Mobile Sign Permit:</b>						
Base fee (one month)	each		\$55.00	\$56.00		By-law 2009-076
Monthly fee beyond one month	month		\$22.00	\$22.00		By-law 2009-076
All Other Signs Requiring a Permit	each		\$105.00	\$107.00		By-law 2009-076
Additional Signs Requiring a Permit Included on Original Application	each		\$55.00	\$56.00		
Storage of Signs (maximum 10 days)	day		\$11.00	\$11.00		By-law 2009-076
Sign Removal/Redemption to owner (not including signs on hydro poles)	each		\$55.00	\$56.00		By-law 2009-076
Minor Deviation Fee	each		\$110.00	\$112.00		By-law 2009-076
<b>A – 8 Highway, Facility, Municipal Facility and Park Naming</b>						
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019		Reference
Non-refundable Processing Fee: If the request is endorsed by Council, the processing fee will be used as a deposit against the actual costs	each		\$275.00	\$275.00		Policy 108 CCS 012
<b>A – 9 Fence Viewers</b>						
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019	Rate Effective April 23, 2019	Reference
Administration Fee	Flat Rate		\$110.00	\$110.00	\$250.00	By-law 2015-124
Administration Fee if Award Appealed	Flat Rate		\$100.00	\$100.00	\$100.00	By-law 2015-124
Administration Fee for any re-attendance of the Fence-Viewers	Flat Rate		\$100.00	\$100.00	\$100.00	By-law 2015-124
Costs based on Fence Viewing Award			Actual Costs	Actual Costs	Actual Costs	By-law 2015-124

Schedule A – Administration						
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019		Reference
A – 10 Clean and Clear						
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019		Reference
Change in ownership occurrence cycle starts again						
Initial First Inspection	each		Free	Free		By-law 2014-026
Initial Final Inspection	each		Free	Free		By-law 2014-026
Second Offence Inspection	each		Free	Free		By-law 2014-026
Second Offence Final Inspection	each		\$110.00	\$112.00		By-law 2014-026
Third Offence Inspection	each		Free	Free		By-law 2014-026
Third Offence Final Inspection	each		\$220.00	\$225.00		By-law 2014-026
Fourth Offence Inspection	each		Free	Free		By-law 2014-026
Fourth Offence Final Inspection	each		\$440.00	\$450.00		By-law 2014-026
Fifth Offence Inspection	each		Free	Free		By-law 2014-026
Fifth Offence Final Inspection	each		\$879.00	\$898.00		By-law 2014-026
Subsequent offences	each		Fees double	Fees double		By-law 2014-026
Monitoring of property clean-up (officer's time)	hour		\$40.00	\$41.00		
A – 11 Property Standards						
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019		Reference
First Inspection	each		Free	Free		MLE 2016-003
2nd / Follow-up Inspection	each		Free	Free		MLE 2016-003
Compliance Inspection (final)	each		Free	Free		MLE 2016-003
Additional Recheck or Requested Inspection (any inspection that occurs after the Compliance Inspection)	each		\$110.00	\$112.00		MLE 2016-003
Letter Order / File	each		\$165.00	\$169.00		MLE 2016-003
Duplicate (Letter/Order)	each		\$82.00	\$84.00		MLE 2016-003
Registration of Order to Title / Deed	each		\$220.00	\$225.00		MLE 2016-003
Property Standards Committee Appeal	each		\$93.00	\$95.00		MLE 2016-003
Derelict / Vacant Building Registry - Entry into Registry	each		Free	Free		MLE 2016-003
Maintenance of Entry in Registry	annual		\$165.00	\$169.00		MLE 2016-003
Removal from Registry (Exit)	each		\$165.00	\$169.00		MLE 2016-003
Property Standards Officer to attend Landlord Tenant Board Hearing (give evidence)	each		\$137.00	\$140.00		MLE 2016-003
City undertakes to complete the work required to comply with final order	hour	10% of overall cost	\$40.00	\$41.00		MLE 2016-003
Processing of Property Standards Invoice for tax collection	each		\$28.00	\$29.00		MLE 2016-003



Schedule A – Administration						
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019		Reference
<b>A – 12 General Inspections (all Regulatory By-law Inspections not including Property Standards and Clean and Clear)</b>						
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019		Reference
First Occurrence Inspection	each		Free	Free		
Second Occurrence Inspection	each		\$110.00	\$112.00		amending bylaw 2018-191
Third Occurrence Inspection	each		\$220.00	\$225.00		amending bylaw 2018-191
Fourth Occurrence Inspection	each		\$435.00	\$445.00		amending bylaw 2018-191
Fifth Occurrence Inspection	each		\$875.00	\$894.00		amending bylaw 2018-191
Subsequent offences	each		Fees double	Fees double		amending bylaw 2018-191
Certificate of Compliance (Includes Discharge from title / deed)	each		\$220.00	\$225.00		amending bylaw 2018-191
<b>2018-191 effective September 25, 2018</b>						
<b>A – 12 Parking Permits/Sign Fees</b>						
Parking Permit to extend on street parking past 12 hrs. (Not available from November 30th of one year and April 1st of the next year.)						
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019		Reference
Contractor (on street parking past 2hrs)	each		\$11.00	\$11.00		
Daily Permits (municipal lots in Lindsay)	each		\$3.00	\$3.00		
Weekly Permits (municipal lots in Lindsay)	each		\$15.00	\$15.00		
Monthly Permits (municipal lots in Lindsay)	each		\$50.00	\$51.00		
Annual Permits (municipal lots in Lindsay)	each		\$550.00	\$562.00		
Sign Installation	each		Associated Costs			
<b>2018-023 amended A-4, effective March 6, 2018</b>						

Schedule B – Business Licensing					
Note: Administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.					
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019	Reference
<b>B – 1 Taxi License Fare Rates</b>					
<b>General Licensing</b>					
Business Licence Fee	each		\$320.00	\$327.00	By-law 2016-110
Vehicle Licence Fee	each		\$80.00	\$82.00	By-law 2016-110
Plate Reassignment Fee	each		\$27.00	\$28.00	By-law 2016-160
Taxi Driver's Licence Fee	each		\$53.00	\$54.00	By-law 2016-110
Tariff Cards	each		\$2.50	\$3.00	By-law 2016-110
Replacement Licenses and Taxi Plates	Each		\$16.00	\$16.00	By-law 2016-110
Meter Calibration	per meter		\$27.00	\$28.00	By-law 2016-110
2018-023 amended B-1, deleted B-2 effective March 6, 2018					
<b>B – 3 Licensing Fees</b>					
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019	Reference
<b>Transient Traders</b>					
Annual Transient Trader Licence Fee per year or part year	each		\$320.00	\$327.00	By-law 2016-120
Special Community Event 1-5 Transient Trader	each		\$133.00	\$136.00	By-law 2016-120
Special Community Event 5 or more Transient Trader	each		\$106.00	\$108.00	By-law 2016-120
Door-to-Door Sales Transient Trader	each		\$16.00	\$16.00	By-law 2016-120
Licence Replacement					
<b>Special Events</b>					
Special Event Permit	each		\$265.00	\$271.00	By-law 2013-197
License Replacement	each		\$16.00	\$16.00	By-law 2013-197
<b>Seasonal Trailer Parks</b>					
License Fee per year or part year	each		\$234.00	\$239.00	By-law 2013-148
License Fee per year or part year	each		\$16.00	\$16.00	By-law 2013-148
<b>Salvage Yards</b>					
License Fee per year or part year	each		\$533.00	\$545.00	By-law 2013-195
License Replacement	each		\$16.00	\$16.00	By-law 2013-195

Schedule B – Business Licensing					
Note: Administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.					
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019	Reference
<b>Refreshment Vehicles</b>					
<b>First Location</b>					
Refreshment Vehicle – Class 1	per year or part year	Fire Prevention Inspection Fee	\$345.00	\$353.00	By-law 2013-195
Refreshment Vehicle - Class 2	per year or part year	Fire Prevention Inspection Fee	\$345.00	\$353.00	By-law 2013-195
Refreshment Vehicle – Class 3	per year or part year	Fire Prevention Inspection Fee	\$345.00	\$353.00	By-law 2013-195
Refreshment Vehicle – Temporary or Special Community Event (max. 7 consecutive days)	per event		\$170.00	\$174.00	By-law 2013-195
Refreshment Vehicle – Temporary – Non-Profit/Charitable Organization			No Charge	No Charge	By-law 2013-195
Refreshment Vehicle – where extension of current business operation on the same property			No Charge	No Charge	By-law 2013-195
<b>Second Location</b>					
Refreshment Vehicle – Class 1	per year or part year	Fire Prevention Inspection Fee	\$345.00	\$353.00	By-law 2013-195
Refreshment Vehicle - Class 2	per year or part year	Fire Prevention Inspection Fee	\$345.00	\$353.00	By-law 2013-195
Refreshment Vehicle – Class 3	per year or part year	Fire Prevention Inspection Fee	\$345.00	\$353.00	By-law 2013-195
<b>Third, Plus Location</b>					
Refreshment Vehicle – Class 1	per year or part year	Fire Prevention Inspection Fee	\$345.00	\$353.00	By-law 2013-195
Refreshment Vehicle - Class 2	per year or part year	Fire Prevention Inspection Fee	\$345.00	\$353.00	By-law 2013-195
Refreshment Vehicle – Class 3	per year or part year	Fire Prevention Inspection Fee	\$345.00	\$353.00	By-law 2013-195
<b>Other Fees</b>					
Transfer of License	per transfer		\$170.00	\$174.00	By-law 2013-195
License Replacement	each		\$16.00	\$16.00	By-law 2013-195
<b>Motor Vehicle Racing and Facilities</b>					
License Fee	per year or part year		\$1,195.00	\$1,221.00	By-law 2013-194
License Fee (Temporary)	per event		\$533.00	\$545.00	By-law 2013-194
License Replacement	each		\$16.00	\$16.00	By-law 2013-194
<b>Kennels</b>					
License (or renewal)	per year or part year		\$183.00	\$187.00	By-law 2014-141
License Replacement	each		\$16.00	\$16.00	By-law 2014-141

Schedule B – Business Licensing					
Note: Administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.					
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019	Reference
<b>Adult Entertainment Book and Video Stores</b>					
Adult videotape and/or book or magazine store owner/operator licence	per year or part year		\$4,690.00	\$4,793.00	By-law 2013-192
Adult videotape and/or book or magazine store licence	per year or part year		\$2,345.00	\$2,397.00	By-law 2013-192
Adult videotape and/or book or magazine store operator licence	per year or part year		\$2,345.00	\$2,397.00	By-law 2013-192
License Replacement	each		\$16.00	\$16.00	By-law 2013-192
<b>Adult Entertainment Parlours</b>					
Adult Entertainment Parlour Owner/Operator	per year or part year		\$4,690.00	\$4,793.00	By-law 2013-193
Adult Entertainment Parlour Owner's license	per year or part year		\$2,345.00	\$2,397.00	By-law 2013-193
Adult Entertainment Parlour Operator's license	per year or part year		\$2,345.00	\$2,397.00	By-law 2013-193
Adult Entertainment Parlour Performer's license	per year or part year		\$228.00	\$233.00	By-law 2013-193
License Replacement	each		\$16.00	\$16.00	By-law 2013-193
<b>Liquor Licence Applications</b>					
Liquor Sales Licence Application	each	Fire Prevention Inspection Fee, Building Inspection Fee	\$105.00	\$107.00	By-law 2016-206
Temporary Extension to Licensed Areas	each		\$53.00	\$54.00	By-law 2016-206
Special Occasion Permits	each		No Charge	No Charge	By-law 2016-206
<b>Lottery Licenses</b>					
Lottery Licenses	each		3% of Prize Value	3% of Prize Value	
<b>B – 4 Dog Tag and Regulation Fees</b>					
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019	Reference
<b>Annual Fees (with current certification of rabies immunization)</b>					
Altered Dog (proof of alteration)	each		\$27.00	\$27.00	By-law 2017-039
Unaltered Dog	each		\$32.00	\$32.00	By-law 2017-039
Special Services Dog	each		No charge	No charge	By-law 2017-039
Livestock Guardian Dog	each		No charge	No charge	By-law 2017-039
<b>Lifetime Dog Tag</b>					
Microchipped, Spayed or Neutered	each		\$60.00	\$60.00	By-law 2017-039
Microchipped, Unaltered	each		\$100.00	\$100.00	By-law 2017-039
Service Animal	each		\$0.00	\$0.00	By-law 2017-039
Replacement Tag	each		\$10.00	\$10.00	By-law 2017-039
<b>Other Fees</b>					
License Replacement	each		\$11.00	\$11.00	By-law 2017-039

Schedule B – Business Licensing					
Note: Administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.					
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019	Reference
<b>Animal Control</b>					
Daily Care – impounded dog	each		established in Pound Contract		By-law 2017-039
<b>Impoundment of dog wearing a current tag</b>					
First Occurrence	each	Daily Care Fee	Free	Free	By-law 2017-039
First Occurrence if not picked up within 24 hours	each	Daily Care Fee	\$55.00	\$56.00	By-law 2017-039
Second Occurrence	each	Daily Care Fee	\$82.00	\$84.00	By-law 2017-039
Third or subsequent occurrence	each	Daily Care Fee	\$110.00	\$112.00	By-law 2017-039
<b>Impoundment of a dog not wearing current tag</b>					
First Occurrence	each	Daily Care Fee & Annual License Fee	\$55.00	\$56.00	By-law 2017-039
Second Occurrence	each	Daily Care Fee & Annual License Fee	\$82.00	\$84.00	By-law 2017-039
Third or subsequent occurrence	each	Daily Care Fee & Annual License Fee	\$110.00	\$112.00	By-law 2017-039
Order to Restrain Appeal	each		\$82.00	\$84.00	By-law 2017-039
Order to Restrain Registry (once per lifetime)	each		\$28.00	\$29.00	By-law 2017-039
Surrender Animal	each		\$110.00	\$112.00	By-law 2017-039
Veterinary Medical Care/Euthanasia	each		As established by Veterinary Clinic	As established by Veterinary Clinic	By-law 2017-039
<b>Schedule C – Fire and Emergency Services</b>					
Note: Administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.					
Where fees are charged at an hourly rate, the calculation of time spent will include travel time to and from the inspection location.					
All Fire Service Fees and Charges subject to H.S.T. where applicable.					

Schedule C – Fire and Emergency Services					
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019	Reference
<b>C – 1 Emergency Response Fees and Charges</b>					
The at-fault party is responsible for paying for each hour that a Fire Vehicle is in attendance – 1st Hour Flat Rate	Vehicle (Maximum 3)	Situations of Extreme Need	as per current MTO rates per hour	as per current MTO rates per hour	By-law 2010-087
The at-fault party is responsible for paying for each hour that a Fire Vehicle is in attendance – Subsequent Hours	additional 1/2 hour - M	Situations of Extreme Need	as per current MTO rates per hour	as per current MTO rates per hour	By-law 2010-087
Firefighters in attendance and active part in resolution	each/hour or part		Actual Cost	Actual Cost	By-law 2010-087
City's expenses (if any)	each		Actual Cost	Actual Cost	By-law 2010-087
<b>C – 2 Fire Services Fees and Charges</b>					
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019	Reference
<b>Information</b>					
Copy of Emergency Response Report within past 2 years	each		\$80.00	\$80.00	By-law 2010-151
Copy of Emergency Response Report over 2 years	each		\$90.00	\$90.00	By-law 2010-151
File Search	each		\$80.00	\$80.00	By-law 2010-151
Fire Regulation Compliance Letter	each		\$80.00	\$80.00	By-law 2010-151
<b>Inspections</b>					
Boarding/Lodging/Rooming House upon request	per hour		\$80.00	\$80.00	By-law 2010-151
Educational Institutions upon request	per hour		\$80.00	\$80.00	By-law 2010-151
Foster Care upon request	per hour		\$80.00	\$80.00	By-law 2010-151
Group Home upon request	per hour		\$80.00	\$80.00	By-law 2010-151
Institutional upon request	per hour		\$80.00	\$80.00	By-law 2010-151
Licensed Day Care upon request	per hour		\$80.00	\$80.00	By-law 2010-151
Private Home Day Care upon request	per hour		\$80.00	\$80.00	By-law 2010-151
Liquor Licensing upon request	per hour		\$80.00	\$80.00	By-law 2010-151
Liquor Licensing for Outdoor Patios - includes full inspection	per hour		\$80.00	\$80.00	By-law 2010-151
Non residential inspection - 1000m2 or less - upon request	per hour		\$80.00	\$80.00	By-law 2010-151
Non residential inspection - multiple unit occupancy - per tenant (strip mall)	per hour		\$80.00	\$80.00	By-law 2010-151
Residential inspection - upon request - (apartment complex,	per hour		\$80.00	\$80.00	By-law 2010-151
Two unit residential inspection - retrofit - upon request or complaint	per hour		\$80.00	\$80.00	By-law 2010-151
Re-inspection - follow up pertaining to an inspection	per hour		\$80.00	\$80.00	By-law 2010-151
<b>Fire Safety</b>					
Presentations/Training			No charge	No charge	By-law 2010-151
Inspection initiated by the Fire Department			No charge	No charge	By-law 2010-151
Fire Safety Plan Development (after 3rd read)	per hour		\$80.00	\$80.00	By-law 2010-151
Miscellaneous Inspections	per hour		\$80.00	\$80.00	By-law 2010-151
Fire Extinguishing Training Annual Commercial Accreditation	per hour		\$80.00	\$80.00	By-law 2010-151
Fire Route Applications	each		No charge	No charge	By-law 2010-151

Schedule C – Fire and Emergency Services					
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019	Reference
<b>Propane Licensing</b>					
Propane Licensing Level 1<5000USWG	each		\$530.00	\$530.00	By-law 2016-206
Propane Licensing Level 2 > 5000USWG initial review	each		\$1,600.00	\$1,600.00	By-law 2016-206
Propane licensing Level 2 > 5000USWG follow-up meetings and review	per hour		\$80.00	\$80.00	By-law 2016-206
Annual renewal review Propane Licensing	per hour		\$80.00	\$80.00	By-law 2016-206
<b>C – 3 Fireworks Fees and Charges</b>					
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019	Reference
<b>Fireworks Permits</b>					
Trailer Retail Seller - Consumer Fireworks	per year		\$1,099.00	\$1,100.00	By-law 2007-236
Non-Profit Organization - Display Fireworks Permit	event		No charge	No charge	By-law 2007-236
Non-Profit Organization - Consumer Fireworks Permit	event		No charge	No charge	By-law 2007-236
Local Vendor Retail Consumer Fireworks Seller Permit	per year		\$110.00	\$111.00	By-law 2007-236
Display Fireworks Permit	event		No charge	No charge	By-law 2007-236
Consumer Fireworks Permit	event		No charge	No charge	By-law 2007-236
<b>C – 4 Burn Permit Fees</b>					
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019	Reference
<b>Burn Permits</b>					
Burn Permit	each		\$10.50	\$10.50	By-law 2016-110
Long Term Special Burn Permit	each		\$42.00	\$42.00	By-law 2016-110
Annual Burn Permit (up to 1 cubic metre)	each		\$53.00	\$53.00	By-law 2016-110
Special Permit	each		\$21.00	\$21.00	By-law 2016-110
Campground/Trailer Camp Permit	each		\$106.00	\$106.00	By-law 2016-110
Agricultural Permit	each		\$21.00	\$21.00	By-law 2016-110
Agricultural Special Burn Permit (Larger than 3 metres by 3 metres)	each		\$42.00	\$42.00	By-law 2016-110
Fire Department Charges for Callout			Schedule C-1	Schedule C-2	By-law 2016-110
<b>C – 5 9-1-1 Signage</b>					
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective March 1, 2019	Reference
<b>Creation and Installation of 911 Signs</b>					
Blade (Sign)	each		\$17.00	\$17.00	By-law 2008-133
Pole	each		\$55.00	\$56.00	By-law 2008-133
Blade and Pole Together (New or Replacement)	each		\$72.00	\$74.00	By-law 2008-133

Schedule D – Parks, Recreation and Culture					
Note: Administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.					
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019	Reference
<b>D – 1 Aquatic Fees and Charges</b>					
<b>Lessons/Programs</b>					
Pre-school and Swim 1-4 (30 minutes)	per class			\$6.90	
Swim 5-6 (45 minutes)	per class			\$7.50	
Swim 7-10 (60 minutes)	per class			\$8.00	
Beach Swim Program (daily)	1 wk		\$43.00	\$44.00	109 CCS 013
Beach Swim Program	day		\$10.00	\$10.00	109 CCS 013
Private Lesson (10-30 minutes) - Children	per class			\$19.85	
Semi Private Lessons (10-30 minutes) - Children	per class			\$11.45	
Bronze Star	course		\$93.00	\$93.00	109 CCS 013
Bronze Medallion	course		\$204.00	\$204.00	109 CCS 013
Bronze Cross	course		\$194.35	\$194.35	109 CCS 013
Bronze Cross College	course		\$226.35	\$226.35	109 CCS 013
Bronze Cross or Med recertification	each		\$64.05	\$64.05	109 CCS 013
NLS Course	course		\$254.00	\$254.00	109 CCS 013
NLS or RC Instructor recertification	each		\$76.75	\$76.75	109 CCS 013
Red Cross Instructor	each		\$325.00	\$325.00	109 CCS 013
Lifesaving Society Instructor	each		\$218.70	\$218.70	109 CCS 013
Red Cross Instructor Update	each		\$76.75	\$76.75	109 CCS 013
National Lifeguard Instructor			\$310.00	\$310.00	
Standard First Aid Course	course		\$103.65	\$120.00	109 CCS 013
Standard First Aid Course (City staff)	course		\$94.25	\$96.32	109 CCS 013
Stand First Aid recertification	each		\$71.65	\$73.23	109 CCS 013
Babysitting Course	course		\$65.00	\$65.00	
Aqua Fitness (60 minutes)	per class		\$5.80	\$5.93	109 CCS 013
	drop in		\$6.60	\$6.75	109 CCS 013
LRC - Therapy (45 minutes)	per class		\$4.60	\$4.70	
Forbert - Therapy (45 min)	per class		\$9.35	\$9.56	
Adult Swim Lessons (60Min)	per class		\$9.35	\$9.56	
Specialty youth programs (60min)	per class		\$8.70	\$8.89	



Schedule D – Parks, Recreation and Culture					
Note: Administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.					
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019	Reference
<b>Public Swimming</b>					
Child	each		\$2.55	\$2.55	109 CCS 013
Senior	each		\$4.35	\$4.35	109 CCS 013
Adult	each		\$4.85	\$4.85	109 CCS 013
Family/Group	each		\$10.95	\$10.95	109 CCS 013
<b>Miscellaneous</b>					
Small Belts	each		\$42.70	\$43.64	109 CCS 013
Medium Belts	each		\$46.00	\$47.01	109 CCS 013
Large Belts	each		\$55.15	\$56.36	109 CCS 013
Red Cross Swim Badges	each		\$1.50	\$1.53	109 CCS 013
<b>D – 2 Fitness Memberships</b>					
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019	Reference
<b>Swim Membership - Forbert Memorial Pool</b>					
Child	10 Pass		\$22.95	\$23.45	109 CCS 013
	Monthly		\$14.00	\$14.31	
	Ongoing Monthly		\$12.83	\$13.11	
	Year		\$138.00	\$143.08	109 CCS 013
Senior	10 Pass		\$39.15	\$40.01	109 CCS 013
	Monthly		\$16.80	\$17.17	New
	Ongoing Monthly		\$15.40	\$15.74	
	Year		\$166.00	\$171.70	109 CCS 013
Adult	10 Pass		\$43.65	\$44.61	109 CCS 013
	Monthly		\$22.50	\$23.00	New
	Ongoing Monthly		\$20.63	\$21.08	
	Year		\$231.00	\$229.95	109 CCS 013
Couple	Year		\$341.40	\$367.92	109 CCS 013
Family	10 Pass		\$98.55	\$100.72	109 CCS 013
	Ongoing Monthly		\$52.94	\$54.10	
	Year		\$577.50	\$590.21	109 CCS 013

Schedule D – Parks, Recreation and Culture					
Note: Administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.					
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019	Reference
Health Membership – Forbert Memorial Pool					
Senior	Single Use		\$8.10	\$8.28	109 CCS 013
	10 Pass		\$73.10	\$74.71	109 CCS 013
	Ongoing Monthly		\$22.10	\$22.59	
	3 Month		\$106.70	\$109.05	109 CCS 013
	6 Month		\$145.10	\$148.29	109 CCS 013
	Year		\$241.10	\$246.40	109 CCS 013
Adult	Single Use		\$10.15	\$10.37	109 CCS 013
	10 Pass		\$91.35	\$93.36	109 CCS 013
	Ongoing Monthly		\$27.28	\$27.88	
	3 Month		\$132.30	\$135.21	109 CCS 013
	6 Month		\$179.25	\$183.19	109 CCS 013
	Year		\$297.65	\$304.20	109 CCS 013
Couple	Year		\$476.85	\$487.34	109 CCS 013
Family	Ongoing Monthly		\$64.54	\$65.96	
	Year		\$704.10	\$719.59	109 CCS 013
Fitness Membership – Forbert Memorial Pool					
Senior	Single Use		\$4.45	\$4.55	109 CCS 013
	10 Pass		\$40.25	\$41.14	109 CCS 013
	Ongoing Monthly		\$9.98	\$10.20	
	3 Month		\$53.35	\$54.52	109 CCS 013
	6 Month		\$91.75	\$93.77	109 CCS 013
	Year		\$108.85	\$111.24	109 CCS 013
Adult	Single Use		\$5.10	\$5.21	109 CCS 013
	10 Pass		\$46.00	\$47.01	109 CCS 013
	Ongoing Monthly		\$13.58	\$13.88	
	3 Month		\$85.35	\$87.23	109 CCS 013
	6 Month		\$122.70	\$125.40	109 CCS 013
	Year		\$146.15	\$149.37	109 CCS 013
Couple	Year		\$252.85	\$258.41	109 CCS 013

Schedule D – Parks, Recreation and Culture					
Note: Administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.					
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019	Reference
Swim Membership - Lindsay Recreation Complex					
Child	10 Pass		\$22.95	\$23.45	109 CCS 013
	1 Month		\$14.00	\$14.31	
	Ongoing Monthly		\$12.83	\$13.11	
	Year		\$138.00	\$143.08	109 CCS 013
Senior	10 Pass		\$39.15	\$40.01	109 CCS 013
	1 Month		\$16.80	\$17.17	New
	Ongoing Monthly		\$15.40	\$15.74	
	Year		\$166.00	\$171.70	109 CCS 013
Adult	10 Pass		\$43.65	\$44.61	109 CCS 013
	1 Month		\$22.50	\$23.00	New
	Ongoing Monthly		\$20.63	\$21.08	
	Year		\$231.00	\$229.95	109 CCS 013
Couple	Year		\$341.40	\$367.92	109 CCS 013
Family	10 Pass		\$98.55	\$100.72	109 CCS 013
	Year		\$577.50	\$590.21	109 CCS 013
Family	Ongoing Monthly		\$52.94	\$54.10	
Health Membership – Lindsay Recreation Complex					
Senior	Single		\$8.15	\$8.33	New
	1 Month		\$27.50	\$28.11	New
	Ongoing Monthly		\$25.21	\$25.76	
	Year		\$289.90	\$281.05	109 CCS 013
Adult	Single		\$10.20	\$10.42	109 CCS 013
	1 Month		\$34.50	\$35.26	New
	Ongoing Monthly		\$31.63	\$32.33	
	Year		\$346.50	\$352.59	109 CCS 013
Couple	Year		\$554.40	\$566.60	109 CCS 013
Family	Ongoing Monthly		\$70.69	\$72.25	
	Year		\$785.40	\$802.68	109 CCS 013

Schedule D – Parks, Recreation and Culture					
Note: Administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.					
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019	Reference
<b>Squash Membership – Lindsay Recreation Complex</b>					
Child	1 Month		\$22.05	\$22.54	
	Ongoing Monthly		\$20.21	\$20.65	
	Year		\$220.50	\$225.35	
Senior	Single		\$6.35	\$6.49	109 CCS 013
	10 Pass		\$57.15	\$58.41	109 CCS 013
	1 Month		\$23.80	\$24.32	New
	Ongoing Monthly		\$21.82	\$22.30	
	Year		\$261.00	\$243.24	109 CCS 013
Adult	Single		\$7.90	\$8.07	109 CCS 013
	10 Pass		\$71.10	\$72.66	109 CCS 013
	1 Month		\$29.40	\$30.05	New
	Ongoing Monthly		\$26.95	\$27.54	
	Year		\$322.25	\$300.47	109 CCS 013
Couple	Year		\$516.30	\$527.66	109 CCS 013
Family	Year		\$762.30	\$779.07	109 CCS 013
<b>Squash &amp; Health Membership – Lindsay Recreation Complex</b>					
Senior	Single		\$11.85	\$12.11	New
	1 Month		\$37.95	\$38.78	New
	Ongoing Monthly		\$34.79	\$35.56	
	Year		\$388.10	\$387.85	109 CCS 013
Adult	Single		\$13.40	\$13.69	109 CCS 013
	1 Month		\$46.90	\$47.93	New
	Ongoing Monthly		\$42.99	\$43.94	
	Year		\$479.30	\$479.32	109 CCS 013
Couple	Year		\$767.60	\$784.49	109 CCS 013
Family	Year		\$1,115.75	\$1,140.30	109 CCS 013
<b>Locker Membership – Lindsay Recreation Complex</b>					
Locker	3 Month		\$26.70	\$27.29	109 CCS 013
Locker	6 Month		\$42.70	\$43.64	109 CCS 013
Locker	Year		\$64.05	\$65.46	109 CCS 013

Schedule D – Parks, Recreation and Culture					
Note: Administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.					
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019	Reference
<b>Corporate Memberships – Lindsay Recreation Complex</b>					
Business Membership (outside Personal Trainers only)	each		\$577.50	\$590.21	109 CCS 013
Dual Facility Membership	each		\$426.75	\$436.14	109 CCS 013
<b>Personal Training</b>					
Personal Training Session	Each		\$32.00	\$32.70	109 CCS 013
	10 Pass		\$288.05	\$294.39	109 CCS 013
Semi Private Training Session	Each		\$58.70	\$59.99	109 CCS 013
Program Refresher	Each		\$16.00	\$16.35	109 CCS 013
<b>Miscellaneous Charges</b>					
Fitness Program *base rate	Class		\$4.75	\$4.85	109 CCS 013
Fitness Class Pass	Day		\$7.15	\$7.31	109 CCS 013
Squash Racquet Rental (40 min)	Each		\$2.05	\$2.10	109 CCS 013
Squash Ball	Each		\$4.60	\$4.70	109 CCS 013
Card Replacement	Each		\$25.40	\$25.96	109 CCS 013
Transfer/Cancellation/Medical Hold			15% charge -\$5 minimum	15% charge -\$5 minimum	109 CCS 013
<b>D – 3 Recreation Programs</b>					
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019	Reference
<b>General</b>					
Adult Recreational (8 hrs)	Hours		\$69.35	\$70.88	109 CCS 013
Adult Recreational (10 hrs)	Hours		\$80.80	\$82.58	109 CCS 013
Adult Recreational (12 hrs)	Hours		\$91.95	\$93.97	109 CCS 013
Badminton (drop in)	Hours		\$3.85	\$3.93	109 CCS 013
<b>Milk Run</b>					
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019	Reference
5k Entry	Early		\$32.75	\$32.75	109 CCS 013
	Regular		\$37.25	\$37.25	109 CCS 013
	Day of		\$46.50	\$46.50	109 CCS 013
10k Entry	Early		\$37.25	\$37.25	109 CCS 013
	Regular		\$42.00	\$42.00	109 CCS 013
	Day of		\$46.50	\$46.50	109 CCS 013
21K Entry	Early		\$60.00	\$60.00	109 CCS 013
	Regular		\$70.00	\$70.00	109 CCS 013
	Day of		\$70.00	\$70.00	109 CCS 013

Schedule D – Parks, Recreation and Culture					
Note: Administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.					
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019	Reference
<b>Children’s Camp</b>					
Lindsay Camp	Daily		\$31.50	\$31.50	109 CCS 013
	Weekly		\$157.50	\$157.50	109 CCS 013
Camp Field Trip	Each		\$27.75	\$27.75	109 CCS 013
Sport & Skate	Weekly		\$194.25	\$194.25	109 CCS 013
Sport & Swing	Weekly		\$183.75	\$183.75	109 CCS 013
Sport & Swim	Weekly		\$157.50	\$157.50	109 CCS 013
<b>Public Skating</b>					
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019	Reference
Public Skating – Entry	Adult		\$2.85	\$2.85	109 CCS 013
	Child		\$1.80	\$1.80	109 CCS 013
	Pre-school		Free	Free	109 CCS 013
	Senior		\$1.80	\$2.80	109 CCS 013
Shinny/Ticket Ice	Single		\$6.20	\$6.34	109 CCS 013
	10 pass		\$55.75	\$56.98	109 CCS 013
Stick & Puck (one adult/child)	Single		\$6.20	\$6.34	109 CCS 013
<b>Arena</b>					
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019	Reference
Arena Floor Minor Hourly (maximum 4 hours)	per hour		\$69.85	\$69.85	109 CCS 013
Arena Floor Minor Daily (maximum 12 hours)	per day		\$634.25	\$634.25	109 CCS 013
Arena Floor Adult Hourly (maximum 4 hours)	per hour		\$83.85	\$83.85	109 CCS 013
Arena Floor Adult Daily (maximum 12 hours)	per day		\$1,014.75	\$1,014.75	109 CCS 013
Ice Rental Standard Hourly	per hour		\$148.80	\$152.07	109 CCS 013
Ice Rental Non-Prime Hourly (Open-5pm, 11pm -Close)	per hour		\$112.85	\$115.33	109 CCS 013
Ice Rental Minor Hourly	per hour		\$124.10	\$126.83	109 CCS 013
Ice Rental LRC Standard Hourly	per hour		\$185.90	\$189.99	109 CCS 013
Ice Rental LRC Non-Prime Hourly (Open-5pm, 11pm-Close)	per hour		\$112.85	\$115.33	109 CCS 013
Ice Rental LRC Minor Hourly	per hour		\$124.10	\$126.83	109 CCS 013
Ice Rental Standard Summer Hourly (April 1 – August 31)	per hour		\$198.30	\$202.66	109 CCS 013
Ice Rental Minor Summer Hourly (April 1 – August 31)	per hour		\$138.95	\$142.01	109 CCS 013
Ticket Ice Hourly	per hour		\$60.30	\$61.63	109 CCS 013

Schedule D – Parks, Recreation and Culture					
Note: Administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.					
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019	Reference
<b>Athletic Field/Ball Diamond</b>					
Class A Athletic Field Adult Game	2 hours		\$38.10	\$38.10	109 CCS 013
Class A Athletic Field Adult Tournament	Day		\$127.00	\$127.00	109 CCS 013
Class A Athletic Field Minor Game	2 hours		\$19.30	\$19.30	109 CCS 013
Class A Athletic Field Minor Tournament	Day		\$63.50	\$63.50	109 CCS 013
Class B Athletic Field Adult Game	2 hours		\$25.40	\$25.40	109 CCS 013
Class B Athletic Field Adult Tournament	Day		\$57.15	\$57.15	109 CCS 013
Class B Athletic Field Minor Game	2 hours		\$12.70	\$12.70	109 CCS 013
Class B Athletic Field Minor Tournament	Day		\$28.70	\$28.70	109 CCS 013
Class A Ball Diamond Adult Game	2 hours		\$44.45	\$44.45	109 CCS 013
Class A Ball Diamond Adult Tournament	Day/Diamond		\$127.00	\$127.00	109 CCS 013
Class A Ball Diamond Minor Game	2 hours		\$22.35	\$22.35	109 CCS 013
Class A Ball Diamond Minor Tournament	Day/Diamond		\$63.50	\$63.50	109 CCS 013
Class B Ball Diamond Adult Game	2 hours		\$31.75	\$31.75	109 CCS 013
Class B Ball Diamond Adult Tournament	Day/Diamond		\$95.25	\$95.25	109 CCS 013
Class B Ball Diamond Minor Game	2 hours		\$16.00	\$16.00	109 CCS 013
Class B Ball Diamond Minor Tournament	Day/Diamond		\$47.75	\$47.75	109 CCS 013
Class C Ball Diamond Adult Game	2 hours		\$19.30	\$19.30	109 CCS 013
Class C Ball Diamond Adult Tournament	Day/Diamond		\$57.15	\$57.15	109 CCS 013
Class C Ball Diamond Minor Game	2 hours		\$9.65	\$9.65	109 CCS 013
Class C Ball Diamond Minor Tournament	Day/Diamond		\$28.70	\$28.70	109 CCS 013
Athletic Field/Ball Diamond Lights Game	2 hours		\$12.70	\$12.98	109 CCS 013
Park					
Park Vendor Monthly	per month		\$253.75	\$259.33	109 CCS 013
Boat Docking Daily	per day		\$27.00	\$27.59	109 CCS 013
Boat Docking Seasonal (per foot)	per 2 seasons/ per foot		\$11.25	\$11.50	109 CCS 013
Fishing Tournament Daily	per day		\$253.75	\$259.33	109 CCS 013
Overnight Rest Area Access	per day		\$5.60	\$5.72	109 CCS 013
Park Space Event Rental					
1-50 Attendees	per day		\$31.75	\$32.45	
51-150 Attendees	per day		\$95.25	\$97.35	
151-300 Attendees	per day		\$175.00	\$178.85	
301-1,000 Attendees	per day		\$256.75	\$262.40	
Over 1,001 Attendees	per day		\$379.00	\$387.34	

Schedule D – Parks, Recreation and Culture					
Note: Administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.					
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019	Reference
Park Activity Rental					
Park Hourly Rate (maximum 4 hours per day)	per hour		\$19.30	\$19.72	
Community Hall					
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019	Reference
Class A Hourly (maximum 4 hours)	per hour		\$58.50	\$58.50	109 CCS 013
Class A Daily (maximum 12 hours)	per day		\$909.50	\$909.50	109 CCS 013
Class B Hourly (maximum 4 hours)	per hour		\$35.25	\$35.25	109 CCS 013
Class B Daily (maximum 12 hours)	per day		\$554.00	\$554.00	109 CCS 013
Class C Hourly (maximum 4 hours)	per hour		\$29.25	\$29.25	109 CCS 013
Class C Daily (maximum 12 hours)	per day		\$428.00	\$428.00	109 CCS 013
Class D Hourly (maximum 4 hours)	per hour		\$23.50	\$23.50	109 CCS 013
Class D Daily (maximum 12 hours)	per day		\$255.75	\$255.75	109 CCS 013
Class E Hourly (maximum 4 hours)	per hour		\$17.75	\$18.14	109 CCS 013
Class E Daily (maximum 12 hours)	per day		\$148.75	\$152.02	109 CCS 013
Victoria Park Washrooms Only			\$125.00	\$127.75	109 CCS 013
Exterior Portable Sign Weekly	per week		\$125.00	\$127.75	109 CCS 013
<b>Liability Insurance</b>					
Events – Public with Alcohol (1-100 people)	Day		refer to provider	refer to provider	Rates set by provider
Events – Public with Alcohol (101-250 people)	Day		refer to provider	refer to provider	Rates set by provider
Events – Public with Alcohol (251-500 people)	Day		refer to provider	refer to provider	Rates set by provider
Events – Public with Alcohol (501-1000 people)	Day		refer to provider	refer to provider	Rates set by provider
Events – Private with Alcohol (1-25 people)	Day		refer to provider	refer to provider	Rates set by provider
Events – Private with Alcohol (26-100 people)	Day		refer to provider	refer to provider	Rates set by provider
Events – Private with Alcohol (101-250 people)	Day		refer to provider	refer to provider	Rates set by provider
Events – Private with Alcohol (251-400 people)	day		refer to provider	refer to provider	Rates set by provider
<b>Storage Space</b>					
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019	Reference
Various Facilities	Sq ft per year		\$3.05	\$3.12	109 CCS 013
<b>Office Space</b>					
Lindsay Recreation Complex	Sq ft per month		\$6.90	\$7.05	109 CCS 013
Victoria Park Armoury	Sq ft per month		\$4.10	\$4.19	109 CCS 013



Schedule D – Parks, Recreation and Culture					
Note: Administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.					
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019	Reference
<b>Indoor Pool</b>					
LRC Large Pool	Hourly		\$101.60	\$103.84	109 CCS 013
LRC Large Pool Bulk Hourly	Hourly		\$81.30	\$83.09	109 CCS 013
LRC Therapeutic Pool	Hourly		\$76.20	\$77.88	109 CCS 013
LRC Therapeutic Pool Bulk Rate Hourly	Hourly		\$61.00	\$62.34	109 CCS 013
LRC Half Pool			\$50.80	\$51.92	109 CCS 013
Forbert	Hourly		\$101.60	\$103.84	109 CCS 013
Forbert Bulk Rate	Hourly		\$81.30	\$83.09	109 CCS 013
Lifeguard	Hourly		\$24.90	\$32.00	109 CCS 013
<b>Trailer Park</b>					
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019	Reference
Centennial Park South West	Annual		\$2,174.00	\$2,174.00	109 CCS 013
Centennial Park East	Annual		\$2,350.25	\$2,350.25	109 CCS 013
Centennial Park North West	Annual		\$2,585.00	\$2,585.00	109 CCS 013
Centennial Park Daily Pass Individual	Day		\$4.50	\$4.50	109 CCS 013
Boat Docking Seasonal (less than 16ft)	Annual		\$213.25	\$217.94	109 CCS 013
Boat Docking Seasonal (16ft+)	Annual		\$298.50	\$305.07	109 CCS 013
Beach Park Boat Docking Transient	Day		\$32.00	\$32.70	109 CCS 013
Boat Launch Daily	Day		\$8.75	\$8.94	109 CCS 013
Boat Launch Commercial	Annual		\$533.00	\$544.73	109 CCS 013
Boat Launch Seasonal	Annual		\$45.00	\$45.99	109 CCS 013
Hydro Service Charge	Annual		Based on usage	Based on usage	109 CCS 013
Replacement Access Card			\$26.75	\$27.34	109 CCS 013
Laundry	per use		\$2.25	\$2.25	109 CCS 013
<b>Miscellaneous</b>					
Holiday Premium (minimum three hour rental (ice booking can be combination of multiple bookings))			50%	50%	109 CCS 013
Not-For-Profit-Discount (based on daily rental at community hall for community event)			40%	40%	109 CCS 013
Refund/Cancellation Fee (minimum \$5 or 15 percent)		\$5 minimum	15%	15%	109 CCS 013
Non Resident Premium			25%	25%	New

Schedule D – Parks, Recreation and Culture					
Note: Administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.					
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019	Reference
<b>D – 4 Parks, Recreation and Culture – Advertising</b>					
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019	Reference
<b>Community Guide Ads</b>					
Half Banner	each		\$211.35	\$211.35	109 CCS 013
Banner	each		\$314.20	\$314.20	109 CCS 013
Half Page	each		\$422.40	\$422.40	109 CCS 013
Full Page	each		\$660.65	\$660.65	109 CCS 013
Inside Front Cover	each		\$823.00	\$823.00	109 CCS 013
Inside Back Cover	each		\$823.00	\$823.00	109 CCS 013
Back Cover	each		\$1,429.55	\$1,429.55	109 CCS 013
Multiple Publication Commitment (Discount)	each		15%	15%	109 CCS 013
<b>Sponsorship and Dedication</b>					
Plant a Tree	each		1,082.80	1,106.62	109 CCS 013
Dedicate a Park Bench	each		1,813.85	1,853.75	109 CCS 013
<b>Facility Ads</b>					
Rink Boards	year		\$363.00	\$363.00	109 CCS 013
Arena Wall	year		\$243.85	\$243.85	109 CCS 013
Ice Surface (per season)	year		\$1,207.55	\$1,207.55	109 CCS 013
Olympia	year		\$482.10	\$482.10	109 CCS 013
Lindsay Rink Board	year		\$606.55	\$606.55	109 CCS 013
Lindsay Wall Ad	year		\$487.45	\$487.45	109 CCS 013
Board Glass	year		\$303.30	\$303.30	109 CCS 013
FF Mezzanine	year		\$303.30	\$303.30	109 CCS 013
FF Stair Risers	year		\$363.00	\$363.00	109 CCS 013
FF Accessible Viewing Area Risers	year		\$303.30	\$303.30	109 CCS 013
Ball Diamonds (per year, minimum of 3 years)	year		\$121.45	\$121.45	109 CCS 013

Schedule E – Planning, Development and Engineering					
Note: Legal and other administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.					
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective March 1, 2019	Reference
<b>E – 1 Planning Fees</b>					
<b>Administration</b>					
Planning Department Fees waived if the application is initiated by the City or is for an organization that the City is involved with.	each	None	Waived		
Zoning Compliance Letter	each	None	\$110.00	\$112.00	By-law 2013-006
Site Plan Compliance Letter	each	None	\$110.00	\$112.00	By-law 2013-006
Clearance to fulfill Oak Ridges Moraine	each	None	\$500.00	\$511.00	New
Applicant Requested Deferral for any Application	each	None	\$330.00	\$337.00	
Written Responses to Property Inquiries	each	None	\$110.00	\$112.00	By-law 2013-006
GIS Mapping Requests (CKL Mapping only up to 11x17 paper size)	each	None	\$30.00 plus \$10 per additional map	\$31.00 plus \$10 per additional map	New
Copying of Maps and Drawings	Per map or drawing	None	\$20.00	\$20.00	New
Photocopying or Scanning of Documents	Per page (each side for double	None	\$0.50	\$0.50	New
Information Requests for Closed Planning Act Application Files	Per File	Photocopying charges	\$300.00	\$307.00	New
File Status Update Letter for any type of application	each	None	\$550.00	\$562.00	By-law 2013-006
Pre-consultation Application	each	None	\$215.00	\$220.00	By-law 2013-006
Peer Review of all Specialized Reports or Studies	each	\$2,400.00 deposit required	actual costs	actual costs	By-law 2013-006
Pre-screening Application to Open a Road Allowance	each	None	\$200.00	\$204.00	NEW
<b>OMB Appeal Processing Fee</b>					
OMB Participation Costs	each	\$2,400.00 deposit required	actual costs	actual costs	By-law 2013-006
Legal Expenses (not identified through applications)	each	Applicant responsible for 100% of City's legal fees	actual costs	actual costs	By-law 2013-006
<b>Official Plan Amendment</b>					
Advertising Fee	each		\$440.00	\$450.00	By-law 2013-006
Official Plan Amendment- Minor	each	Advertising Fee	\$3,840.00	\$3,924.00	By-law 2013-006
Official Plan Amendment -Major Applications for commercial development greater than 2,500 sq. m.; deletion or addition to the designated road network; tourist commercial development; an application that has broader policy implications for the City as deemed by the Director of Development Services	each	Advertising Fee	\$5,490.00	\$5,611.00	By-law 2013-006
Pit or Quarry where proposed annual tonnage is less than 100,000 tonnes	each	Advertising Fee	\$4,400.00	\$4,497.00	By-law 2013-006
Pit or Quarry where proposed annual tonnage is between 100,000-500,000 tonnes	each	Advertising Fee	\$6,590.00	\$6,735.00	By-law 2013-006
Pit or Quarry where proposed tonnage is between 500,000-1,000,000 tonnes	each	Advertising Fee	\$12,085.00	\$12,351.00	By-law 2013-006
Pit or Quarry where proposed annual tonnage is over 1,000,000 tonnes	each	Advertising Fee	\$17,580.00	\$17,967.00	By-law 2013-006
Application Revision	each	Advertising Fee	\$1,100.00	\$1,124.00	By-law 2013-006
<b>Zoning By-Law Amendment – Minor</b>					
Advertising Fee	each		\$440.00	\$450.00	By-law 2013-006
Rezoning Application where required as a condition of consent	each	Advertising Fee	\$1,100.00	\$1,124.00	New
Rezoning Application base fee plus the applicable fees that follow below:	each	Advertising Fee	\$2,200.00	\$2,248.00	By-law 2013-006
a) set fee per residential lot, block, and/or dwelling unit to a maximum fee of \$10,000.00; and/or,	each	None	\$25.00	\$26.00	By-law 2013-006
b) set fee per 100 sq. m. or part thereof of proposed commercial gross floor area; and/or,	each	None	\$75.00	\$77.00	By-law 2013-006
c) set fee per 100 sq. m. or part thereof of proposed industrial gross floor area	each	None	\$30.00	\$31.00	By-law 2013-006
d) set fee per 100 sq. m. or part thereof of proposed institutional gross floor area	each	None	\$30.00	\$31.00	By-law 2013-006
<b>Zoning By-Law Amendment – Major</b>					
Application is associated with an official plan amendment application; a draft plan of subdivision or condominium; involves multiple properties; has background technical studies to be reviewed; and/or has zoning implications throughout the City					
Advertising Fee	each		\$440.00	\$450.00	By-law 2013-006
Rezoning Application base fee plus the applicable fees that follow below:	each	Advertising Fee	\$3,300.00	\$3,373.00	
a) set fee per residential lot, block, and/or dwelling unit to a maximum fee of \$10,000.00; and/or,	each	None	\$25.00	\$26.00	

Schedule E – Planning, Development and Engineering					
Note: Legal and other administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.					
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective March 1, 2019	Reference
b) set fee per 100 sq. m. or part thereof of proposed commercial gross floor area; and/or,	each	None	\$75.00	\$77.00	
c) set fee per 100 sq. m. or part thereof of proposed industrial gross floor area	each	None	\$30.00	\$31.00	
d) set fee per 100 sq. m. or part thereof of proposed institutional gross floor area	each	None	\$30.00	\$31.00	
Application Revisions	each	Advertising Fee	\$1,100.00	\$1,124.00	By-law 2013-006
<b>Removal of (H) Holding Symbol</b>					
Advertising Fee	each		\$220.00	\$225.00	By-law 2013-006
Removal of Holding Rezoning Application	each	Advertising Fee plus Conservation Authority fee if a condition of the Removal of (H) Holding relates to their comments	\$550.00	\$562.00	By-law 2013-006
<b>Draft Plan of Subdivision or Condominium</b>					
Advertising Fee	each		\$440.00	\$450.00	By-law 2013-006
Residential and/or Mixed Use - base fee plus set fee per new residential, commercial, and institutional lot/block to a maximum fee of \$15,000.00 plus legal and registration fees	each	Advertising Fee	\$6,590.00 plus \$25.00	\$6,735.00 plus \$26.00	By-law 2013-006
Non-Residential - base fee plus set fee per new industrial, commercial, and institutional block plus legal and registration fees	each	Advertising Fee	\$3,290.00 plus \$25.00	\$3,362.00 plus \$26.00	By-law 2013-006
Extension of Draft Plan Approval	each	None	\$330.00	\$337.00	By-law 2013-006
Minor Revisions to Draft Plan Approval where no recirculation is required	each	None if Public Meeting not required	\$330.00	\$337.00	By-law 2013-006
Minor Revisions to Draft Plan Approval where agency recirculation is required	each	None if Public Meeting not required	\$550.00	\$562.00	By-law 2013-006
Major Revisions to Draft Plan Approval	each	Advertising Fee	\$5,330.00	\$5,447.00	By-law 2013-006
Clearance of Draft Plan Conditions	each	None	\$550.00	\$562.00	By-law 2013-006
Preparation of Subdivision or Condominium Agreement (includes legal and registration fees)	each	None	\$2,130.00	\$2,177.00	By-law 2013-006
Part Lot Control					
Part Lot Control (including legal and registration fees)	each	Plus \$40.00 for each additional division	\$650.00	\$664.00	By-law 2013-006
Deeming By-law of Repeal of Deeming By-Law					
Deeming By-law of Repeal of Deeming By-Law (includes legal and registration fees)	each	None	\$770.00	\$787.00	By-law 2013-006
Condominium Conversion	each	None if Public Meeting not required	\$1,100.00	\$1,124.00	By-law 2013-006
Exemption for a Condominium	each	None	\$695.00	\$710.00	By-law 2013-006
Removal of Road Reserves	each	None	\$330.00	\$337.00	By-law 2013-006
Deeming Application where required as a condition of any other Planning Act application or where associated with the sale of City lands	each	None	\$385.00	\$393.00	
<b>By-law 2018-043 effective March 20, 2018</b>					
Combined Planning Applications					
Advertising Fee	each		\$440.00	\$450.00	By-law 2013-006
Where an applicant submits any combination of an official plan amendment, zoning by-law amendment, draft plan of subdivision, and/or draft plan of condominium applications together at the same time, the highest application fee is the base fee and all other application fees are reduced by 50%. Only one advertising fee will be charged	each	Advertising Fee	As Detailed Under Service Descript	As Detailed Under Service Descript	By-law 2013-006
Minor Variance					
Advertising Fee	each		\$220.00	\$225.00	By-law 2013-006
Minor Variance Pre-screening, if required as determined by staff	each	None	\$220.00	\$225.00	By-law 2013-006
Minor Variance	each	Advertising Fee	\$1,100.00	\$1,124.00	By-law 2013-006
Minor Variance for Approval of Accessibility Structures	each	Advertising Fee	\$550.00	\$562.00	NEW
<b>By-law 2018-043 effective March 20, 2018</b>					

Schedule E – Planning, Development and Engineering					
Note: Legal and other administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.					
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective March 1, 2019	Reference
<b>Consent</b>					
Consent Potential Inquiries	each		\$220.00	\$225.00	By-law 2013-006
Advertising Fee	each	None	\$220.00	\$225.00	By-law 2013-006
Consent for lot creation - base fee plus set fee for each additional lot when applications are submitted at the same time	each	Advertising Fee	\$1,100.00 Plus \$220.00	\$1,124.00 Plus \$225.00	By-law 2013-006
Consent for easement, charge, lease, right-of-way, correction of title, and validation of	each	Advertising Fee	\$945.00	\$966.00	By-law 2013-006
Consent for boundary adjustments - base fee plus set fee for each additional boundary adjustment when all applications are submitted at the same time	each	Advertising Fee	\$945.00 plus \$150.00	\$966.00 plus \$153.00	By-law 2013-006
Amendments to consent when recirculating required	each	Advertising Fee	\$330.00	\$337.00	By-law 2013-006
Stamping Fee: certificate for lot creation, lot retention, and boundary adjustments	each	None	\$440.00	\$450.00	By-law 2013-006
Stamping Fee: certificate for an easement, charge, lease, right-of-way, correction of title and validation of title	each	None	\$220.00	\$225.00	By-law 2013-006
Consent Agreement (Preparation, legal and registration of fees)	each	None	\$1,100.00	\$1,124.00 plus \$511.00	By-law 2013-006
<b>Site Plan Approval</b>					
Request for Exemption from Site Plan Control	each	None	\$330.00	\$337.00	By-law 2013-006
Residential - base fee plus set fee per residential dwelling unit plus additional fees for agreement preparation and registration	each	None	\$2200.00 plus \$25.00 plus \$1,100.00	\$2248.00 plus \$26.00 plus \$1,124.00	By-law 2013-006
Mixed Use Building - base fee plus set fee per residential dwelling unit plus set fee per 100 sq.m. or part thereof of proposed non-residential floor space, plus additional fees for agreement preparation and registration	each	None	\$2,200.00 plus \$25.00 plus \$75.00	\$2,249.00 plus \$26.00 plus \$77.00 plus \$1,124.00 plus \$511.00	By-law 2013-006
Non-Residential - base fee plus set fee per 100 sq.m. or part thereof of proposed commercial floor space, and/or plus set fee per 100 sq.m. or part thereof of proposed industrial floor space, and/or plus set fee per 100 sq.m. or part thereof of proposed institutional floor space plus additional fees for agreement preparation and registration	each	None	\$2,200.00 plus \$25.00 plus \$75.00	\$2,249.00 plus \$26.00 plus \$77.00 plus \$1,124.00 plus \$511.00	By-law 2013-006
<b>Amending Site Plan Approval</b>					
Residential - base fee plus set fee per residential dwelling unit plus additional fees for agreement preparation and registration	each	None	\$1,650.00 plus \$25.00 plus \$1,100.00	\$1,686.00 plus \$26.00 plus \$1,124.00 plus \$511.00	By-law 2013-006
Mixed Use Building - base fee plus set fee per residential dwelling unit plus set fee per 100 sq.m. or part thereof of proposed non-residential floor space plus additional fees for agreement preparation and registration	each	None	\$1,650.00 plus \$25.00 plus \$50.00	\$1,686.00 plus \$26.00 plus \$51.00 plus \$1,124.00 plus \$511.00	By-law 2013-006
Non-Residential - base fee plus set fee per 100 sq.m. or part thereof of proposed commercial floor space, and/or plus set fee per 100 sq.m. or part thereof of proposed industrial floor space, and/or plus set fee per 100 sq.m. or part thereof of proposed institutional floor space plus additional fees for agreement preparation and registration	each	None	\$1,650.00 plus \$75.00 plus \$30.00	\$1,686.00 plus \$77.00 plus \$31.00 plus \$1,124.00 plus \$511.00	By-law 2013-006
<b>Minor Site Plan Approval</b>					
Plans only approval or with scoped site plan agreement for such uses as chip trucks, temporary new home sales trailers/offices, minor building extensions or alterations, school portables, or government agency reviews exempt from site plan control	each	None	\$550 plus \$800 for site plan agreement	\$562 plus \$818 for site plan agreement	By-law 2013-006
<b>Renewal Energy Application Fees</b>					
Review of Large Renewable Energy Application	each	None	\$4,265.00	\$4,359.00	By-law 2013-006
Municipal Council Support Resolution	each	None	\$425.00	\$434.00	By-law 2013-006
All Prescribed IESO forms (FIT/MicroFIT/LRP)	each	None	\$425.00	\$434.00	By-law 2013-006
<b>Telecommunications Application Fees</b>					
Telecommunications Tower Application	each	None	\$2,200.00	\$2,248.00	By-law 2013-006
<b>Refund of Application Fees</b>					
Advertising	each	None	90% if not advertised	90% if not advertised	By-law 2013-006
If request submitted within one (1) year from date of application being received and prior to preparation of staff report	each	None	25% of total application fee refund	25% of total application fee refund	By-law 2013-006

Schedule E – Planning, Development and Engineering					
Note: Legal and other administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.					
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective March 1, 2019	Reference
<b>Preparation of Development Agreement</b>					
Where required in conjunction with a Planning Act application but not mentioned above plus registration fee	each	None	\$1,065.00	\$1,124.00 plus \$511.00	
Where required but not in conjunction with a Planning Act application such as roadway construction, fulfillment of Oak Ridges Moraine Conservation Plan conditions plus registration fee	each	None	\$1,100 plus \$500 processing fee	\$1,124.00 plus \$511.00	New
Where required to register a restrictive covenant on title or facilitate the merger of one or more properties plus registration fee	each	None	\$1,500.00	\$1,533.00 plus \$511.00	New
By-law 2018-043 effective March 20, 2018					
<b>E – 2 Development Application Approval Fees</b>					
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019	Reference
<b>Subdivision Approval</b>					
Basic Fee - Percentage of constructed value of the public infrastructure created relative to the subdivision	each		3.70%		By-law 2007-132
<b>Site Plan Approval</b>					
Basic Fee – Percentage of constructed value of the site works created relative to the project	each		3.70% 2018-134 effective August 14, 2018		By-law 2007-132
<b>Condominium Approval</b>					
Basic Fee - Percentage of the constructed value of the infrastructure	each		3.70%		By-law 2007-132
Abnormally complex proposals or where additional submissions or inspections required	each		Actual Costs		By-law 2007-132
<b>E – 3 Permits</b>					
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective March 1, 2019	Reference
Pool Permits	each		\$106.00	\$108.00	By-law 2005-314
Accessory Dwelling Units	each		\$137.00	\$140.00	By-law 2014-305
Patio Permits	each		\$275.00	\$281.00	By-law 2014-305
2018-043 deletion and Addition Effective March 20, 2018					

Schedule F – Waste Management								
Note: Administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.								
Service Description	Unit	Additional	Rate as of December 31, 2018	Rate Effective January 1, 2019	Rate Effective April 1, 2019	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
<b>F – 1 Waste Management Fees</b>								
<b>Solid Waste Tipping Fees shall always be based on weight when a weight fee is listed for that item. Volume based fees will apply if there is a failure of the scale system</b>								
Residential Recyclable Materials (Blue/Comingle & Green/ Paper Box Recycling)	each		Free	Free	Free	Free	Free	By-law 2016-144
Residential Household Hazardous Waste (at designated landfill sites only)	each		Free	Free	Free	Free	Free	By-law 2016-144
Residential Waste Electronic & Electrical Equipment	each		Free	Free	Free	Free	Free	By-law 2016-144
Scrap Metal (including appliances without Freon)	each		Free	Free	Free	Free	Free	By-law 2016-144
Tires (with or without rims)	each		Free	Free	Free	Free	Free	By-law 2016-144
Ashes (must be cold to be accepted)	each		Free	Free	Free	Free	Free	By-law 2016-144
Curbside Bag Tags	each		\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	By-law 2016-144
Mattresses and Box Springs	each		\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	By-law 2016-144
Appliances Containing Freon (refrigerators, air conditions, dehumidifiers, freezers,	item		\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	By-law 2016-144
Residential/ Commercial Containers								
Standard 16 gallon blue	each		\$7.00	\$7.00	\$7.00	\$7.00	\$7.00	
Extra large 22 gallon blue boxes (for containers only)	each		\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	
<b>Commercial Recycling Carts (not available for residential collection)</b>								
65 gallon blue and green carts	each		\$80.00	\$85.00	\$85.00	\$90.00	\$95.00	
95 gallon blue carts (for container recycling only)	each		\$95.00	\$100.00	\$100.00	\$105.00	\$110.00	
<b>Rain Barrels</b>								
Rain Barrel	each		\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	
<b>Composters</b>								
Backyard composters (80 gallons)	each		\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	
Kitchen compost pails (2 gallons)	each		\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	
Digesters	each		\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	
<b>Weight Based Tipping Fees</b>								
Minimum charge Sorted Material (Waste)	Visit		\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	By-law2016-144
Minimum charge Mixed Load (Waste and Leaf & Yard Materials)	Visit		\$7.00	\$7.00	\$7.00	\$7.00	\$7.00	By-law2016-144
Sorted Waste over \$5 by weight	Tonne		\$105.00	\$110.00	\$110.00	\$115.00	\$120.00	By-law2016-144
Sorted Leaf & Yard Material over 250kg	Tonne		\$105.00	\$110.00	\$110.00	\$115.00	\$120.00	By-law2016-144
Mixed Loads (more than 20% by volume of recyclable materials and/or opaque bags)	tonne		\$205.00	\$210.00	\$210.00	\$215.00	\$220.00	By-law 2016-144
Contaminated Soil (suitable for daily cover)	tonne		\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	By-law 2016-144
Contaminated Soil (not suitable for daily cover)	tonne		\$105.00	\$110.00	\$110.00	\$115.00	\$120.00	By-law 2016-144
Boat and Bale Wrap	tonne		\$105.00	\$110.00	\$110.00	\$115.00	\$120.00	By-law 2016-144
Asbestos	tonne		\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	By-law 2016-144
Construction and Demolition Waste	tonne		\$105.00	\$110.00	\$110.00	\$115.00	\$120.00	By-law 2016-144
Residential, Industrial, Commercial and Institutional Waste	tonne		\$105.00	\$110.00	\$110.00	\$115.00	\$120.00	By-law 2016-144
<b>Fees When Scales are inoperative or for Freon Removal</b>								
Minimum charge Sorted Material (Waste )	Visit		\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	By-law 2016-144
Minimum Charge Mixed Load (Waste and Leaf & Yard Material)	Visit		\$7.00	\$7.00	\$7.00	\$7.00	\$7.00	By-law 2016-144
Sorted Waste Material over \$5.00 by cubic yard	Cubic yard		\$15.00	\$17.50	\$17.50	\$20.00	\$22.50	By-law 2016-144
Sorted Leaf & Yard Material over 1.75 cubic yard	Cubic yard		\$15.00	\$17.50	\$17.50	\$20.00	\$22.50	By-law 2016-144
Mixed Loads (more than 20% by volume of recyclable materials and/or opaque bags)	cubic yard		\$30.00	\$35.00	\$35.00	\$40.00	\$45.00	By-law 2016-144
Asbestos per cubic yard	Cubic yard		\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	
RV Disposal per visit at Lindsay Ops Only	per visit		\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	
Vac Trucks	per load		\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	
Boats	per foot		\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	By-law 2016-144

Schedule F – Waste Management								
Note: Administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.								
Service Description	Unit	Additional	Rate as of December 31, 2018	Rate Effective January 1, 2019	Rate Effective April 1, 2019	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
Residential, Industrial, Commercial and Institutional Waste	cubic yard		\$15.00	\$17.50	\$17.50	\$20.00	\$22.50	By-law 2016-144
Boat and Bale Wrap	cubic yard		\$15.00	\$17.50	\$17.50	\$20.00	\$22.50	By-law 2016-144
Construction and Demolition Waste	cubic yard		\$50.00	\$55.00	\$55.00	\$60.00	\$65.00	By-law 2016-144
Contaminated Soil (suitable for cover material)	cubic yard		\$30.00	\$25.00	\$25.00	\$25.00	\$25.00	By-law 2016-144
Contaminated Soil (not suitable for cover material)	cubic yard		\$55.00	\$60.00	\$60.00	\$65.00	\$70.00	By-law 2016-144



Schedule G – Public Works					
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019	Reference
<b>G – 1 Oversize and Overweight Loads</b>					
Single Move Permit	each		\$55.00	\$55.00	By-law 2010-064
Annual Permit	each		\$220.00	\$220.00	By-law 2010-064
<b>G – 2 Reduced Load Permit</b>					
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019	Reference
Permit for moving of heavy Vehicles, loads, objects or structures in excess of the load restrictions	each		\$55.00	\$55.00	By-law 2005-077
<b>G – 3 Entrance Permit</b>					
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective March 1, 2019	Reference
Consent Application Review	each		\$100.00	\$102.00	
Entrance Permit Application Fee (valid for one year)	each		\$108.25	\$111.00	
<b>Installation of Access / Entrance Way</b>					
City Hired Contractor (per 3.04 a, b and 3.06 b)		Full quoted cost plus actual administration costs			By-Law 2017-151
<b>Application Hired Contractor</b>					
Residential, filed, agricultural, temporary or utility entrance (per 3.04 and 3.06a)		\$ 2,000 deposit required. Actual cost including administration to be paid by applicant.			By-Law 2017-151
Commercial, Industrial, Institutional, emergency or public entrance (per 3.04 and 3.06a)		Deposit amount to be set by the Director. Actual costs including administration to be paid by applicant.			By-Law 2017-151

Schedule G – Public Works					
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019	Reference
Failure to Comply with By-Law					
Contravention of By-Law (Per 7.02 a)		Fine as outlined in the Provincial Offences Act			By-Law 2017-151
Per 7.02 b - First offence		\$ 1,000 plus remedy and administration costs			By-Law 2017-151
Per 7.02 b - Second and succeeding offences		\$ 2,000 plus remedy and administration costs			By-Law 2017-151
G– 4 Installation of Banners over City Roads					
Service Description	Unit	Additional Fees	Rate as of December 31, 2018	Rate Effective January 1, 2019	Reference
Not for Profit, Charitable, Community Based Organization	location/year				Policy 140 EPW 012
Second and Subsequent Signs	week		\$110.00	\$110.00	Policy 140 EPW 012

Schedule H – Transit					
Note: Administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.					
Service Description	Unit	Additional	Rate as of December 31, 2018	Rate Effective January 1, 2019	Reference
<b>H – 1 Transit Fees</b>					
Per Trip					
Adults	trip		\$2.25	\$2.25	By-law 2010-117
Students	trip		\$1.75	\$1.75	By-law 2010-117
Children 8-14	trip		\$1.25	\$1.25	By-law 2010-117
Children Under 8	trip		no charge	no charge	By-law 2010-117
<b>Tokens</b>	6 tokens		\$10.00	\$10.00	By-law 2010-117
	12 tokens		\$20.00	\$20.00	By-law 2010-117
<b>Monthly Pass</b>					
Adults	pass		\$60.00	\$60.00	By-law 2010-117
Seniors/Students	pass		\$50.00	\$50.00	By-law 2010-117
<b>Transit Charters</b>					
For Profit Organizations (minimum 4 hours)	per hour		\$75.00	\$75.00	By-law 2010-117
Not For Profit Organizations (minimum 4 hours)	per hour		\$37.50	\$37.50	By-law 2010-117
<b>2017-215 Effective October 24, 2017</b>					

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

## **By-Law 2019-**

### **A By-law to Enter Into an Amending Agreement with Five W Farms Inc. and to Authorize the Execution of Such Agreement**

#### **Recitals**

1. The Corporation of the Township of Bexley and Isabel Webster entered into an agreement on April 9, 1997 (the “Agreement”), in relation to the operation of a quarry (hereinafter called the “Webster Quarry”) on certain lands in the Geographic Township of Bexley owned by Mrs. Webster.
2. The Webster Quarry was transferred to Five W Farms Inc. on November 29, 2009, pursuant to Instrument R377330.
3. Five W Farms Inc. and the City entered into an Agreement to Amend the Agreement on March 26, 2012, with respect to the revenue set out therein.
4. Five W Farms and the City of Kawartha Lakes have agreed to further amend the Agreement to include several road allowance parcels which are being purchased by Five W Farms Inc. from the City.
5. This by-law authorized the signing of an agreement to amend the aforementioned Agreement with Mrs. Webster.

**Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2019- .**

#### **Section 1.00: Definitions and Interpretation**

##### **1.01 Definitions:** In this by-law,

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

**"City Clerk"** means the person appointed by Council to carry out the duties of the clerk described in section 228 of the Municipal Act, 2001;

**“Council” or “City Council”** means the municipal council for the City;

##### **1.02 Interpretation Rules:**

- (a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.
- (b) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

- 1.03 **Statutes:** References to laws in this by-law are meant to refer to the statutes, as amended from time to time, that are applicable within the Province of Ontario.
- 1.04 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

## **Section 2.00: Agreement**

- 2.01 **Approvals:** Council hereby approves, as drafted in the form attached hereto as Schedule “A”, an agreement to amend the Agreement entered into on the 9<sup>th</sup> day of April, 1997 with Isabel Webster, predecessor in title to Five W Farms Inc., the current owner of the Webster Quarry, for the purpose of including road allowance parcels being purchased by Five W Farms Inc.
- 2.02 **Authorizations:** The Mayor and City Clerk are authorized and directed to sign the agreement between Five W Farms Inc. and the City in the form attached to this by-law as Schedule “A”.

## **Section 3.00: Effective Date**

- 3.01 **Effective Date:** This By-law shall come into force on the date it is finally passed by Council and has been deposited on title in the Registry Office for the Registry Division of Victoria (No. 57).

By-law read a first, second and third time, and finally passed, this 23<sup>rd</sup> day of April, 2019.

---

Andy Letham, Mayor

---

Cathie Ritchie, City Clerk

## **Schedule A**



DRAFT Amending  
Agreement - Five W f

## AMENDING AGREEMENT

This Agreement made the \_\_\_\_ day of \_\_\_\_\_, 2019

### BETWEEN:

**FIVE W FARMS INC.**

(hereinafter called the "Five W Farms")

- and -

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

(hereinafter called the "City")

### WHEREAS:

- a) The Corporation of the Township of Bexley and Isabel Webster entered into an agreement on April 9, 1997 (the "Agreement"), a copy of which is attached hereto as Schedule "A", in relation to the operation of a quarry (hereinafter called the "Webster Quarry") on certain lands in the Geographic Township of Bexley owned by Mrs. Webster;
- b) Mrs. Webster transferred the lands comprising the Webster Quarry to Five W Farms on November 29, 2009, pursuant to Instrument R377330;
- c) Five W Farms Inc. and the City entered into an Agreement to Amend the Agreement on March 26, 2012, with respect to the revenue set out therein; and
- d) Five W Farms and the City have agreed to further amend the Agreement to include several road allowance parcels which are being purchased by Five W Farms from the City.

### NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Schedule "B" of the Agreement executed on April 9, 1997 by and between Isabel Webster and the Corporation of the Township of Bexley, a copy of which is attached hereto as Schedule "A", is hereby amended to add the following parcels of land:

JOHN ST PL 113; KAWARTHA LAKES (PIN: 63116-0314 (LT));

RICHMOND ST PL 113 E OF GRASS RIVER; KAWARTHA LAKES (PIN: 63116-0315 (LT));

ALBERT ST PL 113 S OF GRASS RIVER; KAWARTHA LAKES (PIN: 63116-0318 (LT));

MOLSON ST PL 113 W OF ALBERT ST; KAWARTHA LAKES (PIN: 63116-0319 (LT));

MOLSON ST PL 113 E OF ALBERT ST; KAWARTHA LAKES (PIN: 63116-0320 (LT));

ELM ST PL 113; KAWARTHA LAKES (PIN: 63116-0321 (LT)); and

RDAL BTN CON N PORTAGE RD AND CON S PORTAGE RD BEXLEY (AKA PORTAGE RD) W OF R377135; KAWARTHA LAKES (PIN: 63116-0332 (LT)).

2. Five W Farms consents for this Agreement to be registered on title to the properties described in Schedule “B” of the attached Agreement.

DATED at Lindsay, this \_\_\_\_\_ day of \_\_\_\_\_, 2019

THE CORPORATION OF THE CITY OF KAWARTHA  
LAKES

PER: \_\_\_\_\_  
Name: Andy Letham  
Title: Mayor

PER: \_\_\_\_\_  
Name: Cathie Ritchie  
Title: Clerk

*We have authority to bind the Corporation*

We hereby accept the above License on the terms and conditions contained therein

DATED at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2019

FIVE W FARMS INC.

PER: \_\_\_\_\_  
Name: James Webster  
Title: President

*I have authority to bind the Corporation*



## SCHEDULE "A"

"THIS AGREEMENT" made this 9th day of April 1997.

BETWEEN:

ISABEL L. WEBSTER  
of the Village of Fenelon Falls, County of Victoria  
(herein referred to as "Webster")  
Party of the First Part

- and -

THE CORPORATION OF THE TOWNSHIP OF BEXLEY  
(herein referred to as "Bexley")  
Party of the Second Part

WHEREAS Webster is the owner of a property composed of Part of Lots 7 and 8 and Part of Block B, and part of the original road allowance (now closed) between Lot 8 and Block B, North of Portage Road in the Township of Bexley, in the County of Victoria, upon which is to be located a quarry (herein referred to as "the Quarry");

AND WHEREAS Webster has agreed that, in consideration of the rezoning of the property to permit a quarry operation by Bexley, Webster shall pay the Bexley annually a sum calculated at two cents per tonne of consolidated material removed from the Quarry; this payment shall be in addition to any payments which Webster is currently obligated to pay to the Minister of Finance, Province of Ontario pursuant to the provisions of the Aggregate Resources Act. Payment to Bexley shall not be made for extraction of unconsolidated material (sand, gravel, clay etc); payment shall be made only for extraction of consolidated material (limestone bedrock); payment by Webster to Bexley shall be made on or before March 31 of each year for the previous calendar year's extraction; Webster shall provide to Bexley copies of the annual extraction reports as filed with the MNR and payment shall be based on the tonnages reported in the extraction reports, provided that at all times payment shall be based on tonnage removed off the subject property and shall not include stockpiles or other semi-processed materials not yet removed off the subject property;

NOW THEREFORE, in consideration of the mutual covenants herein contained and in consideration of other and valuable consideration the adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Upon the property being rezoned to permit its use as a quarry, Webster shall pay to Bexley on or before March 31 each year a sum equal to two cents per tonne of consolidated material removed from the Quarry property during the previous calendar year.
2. Webster consents to this agreement being registered upon the title to the property described in Schedule "A" attached.
3. This agreement shall enture to the benefit of and shall be binding upon the parties hereto, their respective heirs, successors and assigns.

James R. Webster  
Witness: James R. Webster

Isabel L. Webster  
ISABEL L. WEBSTER

THE CORPORATION OF THE  
TOWNSHIP OF BEXLEY

[Signature]  
REEVE

Helen Russell  
CLERK

Schedule "B"

Description of "Webster Quarry" Lands

LT 9 N/S RICHMOND ST, 10 N/S RICHMOND ST, 11 N/S RICHMOND ST, 12 N/S RICHMOND ST, BLK A PL 113, except 57R-407; KAWARTHA LAKES (PIN: 63116-0312 (LT));

LT 13 N/S RICHMOND ST, 14 N/S RICHMOND ST, 15 N/S RICHMOND ST, 16 N/S RICHMOND ST, 17 N/S RICHMOND ST, 18 N/S RICHMOND ST, 19 N/S RICHMOND ST, BLK A PL 113; KAWARTHA LAKES, (PIN: 63116-0313 (LT));

LT 2 E/S ALBERT ST, 3 E/S ALBERT ST, 4 E/S ALBERT ST, 5 E/S ALBERT ST, 6 E/S ALBERT ST, 7 E/S ALBERT ST, 8 E/S ALBERT ST, 9, E/S ALBERT ST, 10 E/S ALBERT ST, 11 E/S ALBERT ST, 12 E/S ALBERT ST, 13 E/S ALBERT ST, 14 E/S ALBERT ST, 15 E/S ALBERT ST, 16 E/S ALBERT ST, 17 E/S ALBERT ST, 18 E/S ALBERT ST, BLK D PL 113; KAWARTHA LAKES, (PIN: 63116-0329 (LT));

LT 5 S/S RICHMOND ST, 6 S/S RICHMOND ST, 7 S/S RICHMOND ST, 8 S/S RICHMOND ST, 9 S/S RICHMOND ST, 10 S/S RICHMOND ST, 11 S/S RICHMOND ST, 12 S/S RICHMOND ST, BLK B PL 113; KAWARTHA LAKES, (PIN: 63116-0330 (LT));

RDAL BTN LT 8 CON N PORTGAGE RD AND BLK B CON N PORTAGE RD BEXLEY CLOSED BY R171600; LT 1 E/S VICTORIA RD, 2 E/S VICTORIA RD, 3 E/S VICTORIA RD, 4 E/S VICTORIA RD, 5 E/S VICTORIA RD, 6 E/S VICTORIA RD, 7 E/S VICTORIA RD, 8 E/S VICTORIA RD, 9 E/S VICTORIA RD, 10 E/S VICTORIA RD, 11 E/S VICTORIA RD, 12 E/S VICTORIA RD, 13 E/S VICTORIA RD, 14 E/S VICTORIA RD, BLK C PL 113; LT 1 S/S BASE LINE, 2 S/S BASE LINE, 3 S/S BASE LINE, 4 S/S BASE LINE BLK E PL 113; PT BLK B CON N PORTGAGE RD BEXLEY; PT LT 7-8 CON N PORTGAGE RD BEXLEY AS IN R417263; S/T R248787, R304427; KAWARTHA LAKES, (PIN: 63116-0331 (LT)).

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

## **By-Law 2019-**

### **A By-law to Amend By-Law 2016-150, Being a By-law to Stop Up and Close the Road Allowance Between Concessions 9 and 10 in the Geographic Township of Fenelon, City of Kawartha Lakes Designated as Parts 1-7 on Reference Plan 57R-10509 and to Authorize the Sale of Land to the Abutting Landowners**

#### **Recitals**

1. By-Law 2016-150 was passed by Council on August 30, 2016 and deposited on title in the Registry Office for the Registry Division of Victoria (No. 57) on September 15, 2016;
2. By-Law 2016-150 stopped up and closed the road allowance legally described as Part of the Road Allowance between Concessions 9 and 10, in Geographic Township of Fenelon, City of Kawartha Lakes, designated as Parts 1-7 on Reference Plan 57R-10509, and authorized a sale of the land to the abutting landowners for nominal consideration, plus all costs incurred by the City in connection to the transactions;
3. Parts 4 and 5 on Plan 57R-10509 were not sold at the time Parts 1-3, 6 & 7 were sold and remain in City ownership;
4. By-Law 2018-020, being a By-Law to Regulate the Disposition of Municipal Real Property in and for the Corporation of the City of Kawartha Lakes, was passed by Council on February 13, 2018 and stipulated that interior road allowances are to be sold for \$15.00 per linear foot (where the linear foot has an average width of 66 feet);
5. Due to this change in price, the section of By-Law 2016-150 that refers to the consideration paid for the various parcels of road allowance needs to be amended;
6. This by-law makes the required wording change.

**Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2019- .**

#### **Section 1.00: Definitions and Interpretation**

##### **1.01 Definitions:** In this by-law,

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

**"City Clerk"** means the person appointed by Council to carry out the duties of the clerk described in section 228 of the Municipal Act, 2001;

**“Council” or “City Council”** means the municipal council for the City;

**1.02 Interpretation Rules:**

- (a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.
- (b) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

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

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

**Section 2.00: Amendment to Section 2.00 of By-Law 2016-150**

**2.01 Amendment:** That Section 2.01 be deleted and replaced with:

That part of the road allowance described in Schedule “A” attached has been declared surplus to municipal needs and is hereby stopped up, closed and authorized to be sold to the abutting landowners. Parts 1-3, 6 and 7 on Reference Plan 57R-10509 shall be sold for nominal consideration, plus the cost of the reference plan, advertising, registrations, City staff time expense, legal fees and disbursements and any other costs incurred by the City in connection to this transaction. Parts 4 and 5 on Plan 57R-10509 shall be sold for consideration in an amount set out in the City’s disposition by-law which is in effect at the time of sale, plus a City staff time expense and any costs incurred by the City in connection to the transactions.

**Section 3.00: Effective Date**

**3.01 Effective Date:** This By-law shall come into force on the date it is finally passed by Council and has been deposited on title in the Registry Office for the Registry Division of Victoria (No. 57).

By-law read a first, second and third time, and finally passed, this 23<sup>rd</sup> day of April, 2019.

---

Andy Letham, Mayor

---

Cathie Ritchie, City Clerk

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

## **By-Law 2019-**

### **A By-law to Appoint a Municipal Law Enforcement Officer for the City of Kawartha Lakes**

#### **Recitals**

1. Section 15 of the Police Services Act R.S.O. 1990, c.P.15 authorizes municipal councils to appoint municipal law enforcement officers, who are peace officers for the purpose of enforcing their by-laws.
2. Council considers it advisable to appoint an individual to serve as a municipal law enforcement officer.

**Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2019-      .**

#### **Section 1.00: Definitions and Interpretation**

##### **1.01 Definitions:** In this by-law,

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

**“Council” or “City Council”** means the municipal council for the City;

**“Manager of Municipal Law Enforcement”** means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council.

##### **1.02 Interpretation Rules:**

(a) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

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

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

## **Section 2.00: Appointments**

- 2.01 **Municipal Law Enforcement Officer:** Travis Montgomery is appointed as a Municipal Law Enforcement Officer for the City of Kawartha Lakes in accordance with section 15 of the Police Services Act R.S.O. 1990, c.P.15.
- 2.02 **Reporting Relationship:** Travis Montgomery shall report to and be under the direction of the Manager of Municipal Law Enforcement.

## **Section 3.00: Administration and Effective Date**

- 3.01 **Administration of the By-law:** The Manager of Municipal Law Enforcement is responsible for the administration of this by-law.
- 3.02 **Effective Date:** This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this 23<sup>rd</sup> day of April, 2019.

---

Andy Letham, Mayor

---

Cathie Ritchie, City Clerk

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

## **By-Law 2019-**

### **A By-law to Appoint an Area Weed Inspector for the City of Kawartha Lakes**

#### **Recitals**

1. Weed inspectors are required to enforce the Weed Control Act, R.S.O. 1990, c. W.5.
2. Paragraph 6(1) of the Weed Control Act, R.S.O. 1990, c. W.5 states that the council of every upper-tier and single tier municipality shall by-law appoint one or more persons as area weed inspectors to enforce the Weed Control Act, R.S.O. 1990, c. W. 5 in the area within the council's jurisdiction and fix their remuneration or other compensation.
3. Council deems it appropriate to appoint Municipal Law Enforcement Officers as Weed Inspectors.

**Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2019- .**

#### **Section 1.00: Definitions and Interpretation**

##### **1.01 Definitions:** In this by-law,

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

**“Council” or “City Council”** means the municipal council for the City;

**“Manager of Municipal Law Enforcement”** means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council.

##### **1.02 Interpretation Rules:**

- (a) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

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

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

## **Section 2.00: Appointments**

- 2.01 **Municipal Weed Inspector:** Travis Montgomery is appointed as an Area Weed Inspector for The Corporation of the City of Kawartha Lakes.

## **Section 3.00: Duties and Responsibilities**

- 3.01 The duties and responsibilities of the Area Weed Inspector are set out in the Statutes and Regulations of the Province of Ontario and in the By-laws and Policies of The Corporation of the City of Kawartha Lakes, which exist or may be passed in future.
- 3.02 The Area Weed Inspector shall report to and be under the direction of the Manager Municipal Law Enforcement of The Corporation of the City of Kawartha Lakes.

## **Section 4.00: Remuneration**

- 4.01 The Area Weed Inspector shall receive remuneration in accordance with the City's Collective Agreement with the Canadian Union of Public Employees.

## **Section 5.00: Notice**

- 5.01 Written notice of this by-law shall be given to the chief inspector appointed under Section 2 of the Weed Control Act R.S.O. 1990, c.W.5 by the Manager of Municipal Law Enforcement.

## **Section 6.00: Administration and Effective Date**

- 6.01 **Administration of the By-law:** The Manager of Municipal Law Enforcement is responsible for the administration of this by-law.
- 6.02 **Effective Date:** This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this 23<sup>rd</sup> day of April, 2019.

---

Andy Letham, Mayor

---

Cathie Ritchie, City Clerk



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

## **By-Law 2019-**

### **A By-law to Appoint a Municipal Law Enforcement Officer for the City of Kawartha Lakes**

#### **Recitals**

1. Section 15 of the Police Services Act R.S.O. 1990, c.P.15 authorizes municipal councils to appoint municipal law enforcement officers, who are peace officers for the purpose of enforcing their by-laws.
2. Council considers it advisable to appoint an individual to serve as a municipal law enforcement officer.

**Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2019-      .**

#### **Section 1.00: Definitions and Interpretation**

##### **1.01 Definitions:** In this by-law,

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

**“Council” or “City Council”** means the municipal council for the City;

**“Manager of Municipal Law Enforcement”** means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council.

##### **1.02 Interpretation Rules:**

(a) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

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

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

## **Section 2.00: Appointments**

- 2.01 **Municipal Law Enforcement Officer:** Katrina Tescic is appointed as a Municipal Law Enforcement Officer for the City of Kawartha Lakes in accordance with section 15 of the Police Services Act R.S.O. 1990, c.P.15.
- 2.02 **Reporting Relationship:** Katrina Tescic shall report to and be under the direction of the Manager of Municipal Law Enforcement.

## **Section 3.00: Administration and Effective Date**

- 3.01 **Administration of the By-law:** The Manager of Municipal Law Enforcement is responsible for the administration of this by-law.
- 3.02 **Effective Date:** This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this 23<sup>rd</sup> day of April, 2019.

---

Andy Letham, Mayor

---

Cathie Ritchie, City Clerk

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

## **By-Law 2019-**

### **A By-law to Appoint an Area Weed Inspector for the City of Kawartha Lakes**

#### **Recitals**

1. Weed inspectors are required to enforce the Weed Control Act, R.S.O. 1990, c. W.5.
2. Paragraph 6(1) of the Weed Control Act, R.S.O. 1990, c. W.5 states that the council of every upper-tier and single tier municipality shall by-law appoint one or more persons as area weed inspectors to enforce the Weed Control Act, R.S.O. 1990, c. W. 5 in the area within the council's jurisdiction and fix their remuneration or other compensation.
3. Council deems it appropriate to appoint Municipal Law Enforcement Officers as Weed Inspectors.

**Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2019- .**

#### **Section 1.00: Definitions and Interpretation**

##### **1.01 Definitions:** In this by-law,

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

**“Council” or “City Council”** means the municipal council for the City;

**“Manager of Municipal Law Enforcement”** means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council.

##### **1.02 Interpretation Rules:**

- (a) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

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

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

## **Section 2.00: Appointments**

- 2.01 **Municipal Weed Inspector:** Katrina Tesic is appointed as an Area Weed Inspector for The Corporation of the City of Kawartha Lakes.

## **Section 3.00: Duties and Responsibilities**

- 3.01 The duties and responsibilities of the Area Weed Inspector are set out in the Statutes and Regulations of the Province of Ontario and in the By-laws and Policies of The Corporation of the City of Kawartha Lakes, which exist or may be passed in future.
- 3.02 The Area Weed Inspector shall report to and be under the direction of the Manager Municipal Law Enforcement of The Corporation of the City of Kawartha Lakes.

## **Section 4.00: Remuneration**

- 4.01 The Area Weed Inspector shall receive remuneration in accordance with the City's Collective Agreement with the Canadian Union of Public Employees.

## **Section 5.00: Notice**

- 5.01 Written notice of this by-law shall be given to the chief inspector appointed under Section 2 of the Weed Control Act R.S.O. 1990, c.W.5 by the Manager of Municipal Law Enforcement.

## **Section 6.00: Administration and Effective Date**

- 6.01 **Administration of the By-law:** The Manager of Municipal Law Enforcement is responsible for the administration of this by-law.
- 6.02 **Effective Date:** This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this 23<sup>rd</sup> day of April, 2019.

---

Andy Letham, Mayor

---

Cathie Ritchie, City Clerk

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

## **By-Law 2019-**

### **A By-law to Appoint a Municipal Law Enforcement Officer for the City of Kawartha Lakes**

#### **Recitals**

1. Section 15 of the Police Services Act R.S.O. 1990, c.P.15 authorizes municipal councils to appoint municipal law enforcement officers, who are peace officers for the purpose of enforcing their by-laws.
2. Council considers it advisable to appoint an individual to serve as a municipal law enforcement officer.

**Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2019-      .**

#### **Section 1.00: Definitions and Interpretation**

##### **1.01 Definitions:** In this by-law,

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

**“Council” or “City Council”** means the municipal council for the City;

**“Manager of Municipal Law Enforcement”** means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council.

##### **1.02 Interpretation Rules:**

(a) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

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

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

## **Section 2.00: Appointments**

- 2.01 **Municipal Law Enforcement Officer:** Carter Neamtz is appointed as a Municipal Law Enforcement Officer for the City of Kawartha Lakes in accordance with section 15 of the Police Services Act R.S.O. 1990, c.P.15.
- 2.02 **Reporting Relationship:** Carter Neamtz shall report to and be under the direction of the Manager of Municipal Law Enforcement.

## **Section 3.00: Administration and Effective Date**

- 3.01 **Administration of the By-law:** The Manager of Municipal Law Enforcement is responsible for the administration of this by-law.
- 3.02 **Effective Date:** This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this 23<sup>rd</sup> day of April, 2019.

---

Andy Letham, Mayor

---

Cathie Ritchie, City Clerk

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

## **By-Law 2019-**

### **A By-law to Appoint an Area Weed Inspector for the City of Kawartha Lakes**

#### **Recitals**

1. Weed inspectors are required to enforce the Weed Control Act, R.S.O. 1990, c. W.5.
2. Paragraph 6(1) of the Weed Control Act, R.S.O. 1990, c. W.5 states that the council of every upper-tier and single tier municipality shall by-law appoint one or more persons as area weed inspectors to enforce the Weed Control Act, R.S.O. 1990, c. W. 5 in the area within the council's jurisdiction and fix their remuneration or other compensation.
3. Council deems it appropriate to appoint Municipal Law Enforcement Officers as Weed Inspectors.

**Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2019- .**

#### **Section 1.00: Definitions and Interpretation**

##### **1.01 Definitions:** In this by-law,

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

**“Council” or “City Council”** means the municipal council for the City;

**“Manager of Municipal Law Enforcement”** means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council.

##### **1.02 Interpretation Rules:**

- (a) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

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

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

## **Section 2.00: Appointments**

- 2.01 **Municipal Weed Inspector:** Carter Neamtz is appointed as an Area Weed Inspector for The Corporation of the City of Kawartha Lakes.

## **Section 3.00: Duties and Responsibilities**

- 3.01 The duties and responsibilities of the Area Weed Inspector are set out in the Statutes and Regulations of the Province of Ontario and in the By-laws and Policies of The Corporation of the City of Kawartha Lakes, which exist or may be passed in future.
- 3.02 The Area Weed Inspector shall report to and be under the direction of the Manager Municipal Law Enforcement of The Corporation of the City of Kawartha Lakes.

## **Section 4.00: Remuneration**

- 4.01 The Area Weed Inspector shall receive remuneration in accordance with the City's Collective Agreement with the Canadian Union of Public Employees.

## **Section 5.00: Notice**

- 5.01 Written notice of this by-law shall be given to the chief inspector appointed under Section 2 of the Weed Control Act R.S.O. 1990, c.W.5 by the Manager of Municipal Law Enforcement.

## **Section 6.00: Administration and Effective Date**

- 6.01 **Administration of the By-law:** The Manager of Municipal Law Enforcement is responsible for the administration of this by-law.
- 6.02 **Effective Date:** This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this 23<sup>rd</sup> day of April, 2019.

---

Andy Letham, Mayor

---

Cathie Ritchie, City Clerk



# The Corporation of the City of Kawartha Lakes

## By-Law 2019-xxx

### A By-law to Establish 2019 Tax Ratios in the City of Kawartha Lakes

#### Recitals

1. Subsection 308 (4) and 308.1 (4) of the *Municipal Act, 2001* provides that the council shall pass a by-law in the year to establish the tax ratios for that year.
2. Subsection 308 (6) requires the municipality to pass a by-law adopting tax ratios subsequent to the setting of transition ratios.
3. Ontario Regulation 162/09, amending Ontario Regulation 385/98, provides for the exclusion of properties in a property class in the calculation of tax ratios.
4. The tax ratios determine the relative amount of taxation to be borne by each property class.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2019-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;

**“Commercial classes”** means the commercial property class and the property classes each of which is a property class that a municipality may opt to have apply under the regulations under the *Assessment Act* and that contains property that, if the municipality did not opt to have the property class apply, would be in the commercial property class.

**“Council”** means the municipal council for the City.

**“Industrial classes”** means the industrial property class prescribed under the *Assessment Act* and the property classes each of which is a property class that a municipality may opt to have apply under the regulations under the *Assessment Act* and that contains property that, if the municipality did not opt to have the property class apply, would be in the industrial property class.

**“Manager of Revenue and Taxation”** means the person within the administration of the City which fulfills the function of the Tax Collector and

his or her delegate(s), as required by the *Municipal Act, 2001* or, in the event of organizational changes, another person designated by Council.

**1.02 Interpretation Rules:**

- (a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.
- (b) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

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

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

**Section 2.00: Tax Ratios**

**2.01 Transition Ratios:** On April 16, 2009 Ontario Regulation 162/09 was made setting out the method of setting transition ratios.

**2.02 Tax Ratios:** The Tax Ratios for the taxation year 2019 shall be as follows:

Property Class	Tax Ratio
Residential and Farm	1.000000
New Multi Residential	1.000000
Residential FAD 1	0.550000
Farmland	0.250000
Managed Forest	0.250000
Multi Residential	1.956823
Commercial Occupied	1.379305
Commercial Excess Land	1.379305
Commercial Vacant Land	1.379305
Landfill Occupied	1.353442
Industrial Occupied	1.346448
Industrial Excess Land	1.346448
Industrial Vacant Units	1.346448
Pipelines	2.001314

**2.03 Optional Property Classes:** For the purpose of this By-law:

- a) the commercial property class includes parking lot property, major office buildings, commercial (new construction) and shopping centres; and
- b) the industrial property class includes large industrial properties and industrial (new construction).

### **Section 3.00: Administration and Effective Date**

3.01 **Administration of the By-law:** The Manager, Revenue and Taxation is responsible for the administration of this by-law 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        day of       , 201  .

---

Andy Letham, Mayor

---

Cathie Ritchie, City Clerk

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

## **By-Law 2019-xxx**

### **A By-law to Set Tax Rate Reductions for the Prescribed Subclasses in the City of Kawartha Lakes**

#### **Recitals**

1. Subsection 313(1) of the *Municipal Act* provides that the tax rates that would otherwise be levied for municipal purposes for the subclasses prescribed under Subsection 8 (1) of the *Assessment Act* shall be reduced in accordance with the rules in that section of the *Municipal Act*.
2. Ontario Regulation 383/98 prescribes the farmland awaiting development subclasses and tax reduction percentages
3. Council has determined the rates for reductions in the various subclasses prescribed

**Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2019-xxx.**

#### **Section 1.00: Definitions and Interpretation**

##### **1.01 Definitions:** In this by-law,

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

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

**“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*.

**“Commercial Property Class”** includes all major office property, shopping centre property and parking lot property.

**“Manager, Revenue and Taxation”** means the person within the administration of the City which fulfils the function of the Tax Collector or his or her delegate(s), as required by the *Municipal Act, 2001* or, in the event of organizational changes, another person designated by Council.

**“Council”** means the municipal council for the City.

The **“First and Second Classes of Farmland Awaiting Development”** consist of land as defined in accordance with Ontario Regulation 282/98, as amended.

**“Industrial Property Class”** includes all large industrial property.

**1.02 Interpretation Rules:**

- (a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.
- (b) 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.
- (c) References to items in the plural include the singular, as applicable.
- (d) 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: Tax Rate Reductions**

**2.01 Commercial:** The tax rate reduction for the vacant land and excess land subclasses in the Commercial Property Class is thirty (30%) percent.

**2.02 Industrial:** The tax rate reduction for the vacant land and excess land subclasses in the Industrial Property Class is thirty five (35%) percent.

**2.03 First Class Undeveloped Farm Land:** The tax rate reduction for the First Class of Farm Land Awaiting Development in the residential/farm, multi-residential, Commercial or Industrial Property Classes is forty-five (45%) percent.

**2.04 Second Class Undeveloped Farm Land:** The tax rate reduction for the Second Class of Farm Land Awaiting Development in the residential/farm, multi-residential, Commercial or Industrial Property Classes is zero (0%) percent.

**Section 3.00: Administration and Effective Date**

**3.01 Administration of the By-law:** The Manager, Revenue and Taxation 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        day of       , 201  .

---

Andy Letham, Mayor

---

Cathie Ritchie, City Clerk

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

## **By-Law 2019-xxx**

### **A By-law to Limit Tax Decreases on Commercial, Industrial and Multi-Residential Properties for 2019 in the City of Kawartha Lakes**

#### **Recitals**

1. Section 330 of the Municipal Act, 2001 provides that the council of a municipality may pass a by-law to establish a percentage by which tax decreases are limited for 2019.
2. The Council considers it appropriate to limit the tax decreases for commercial, industrial and multi-residential properties this year.

**Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2019-xxx.**

#### **Section 1.00: Definitions and Interpretation**

##### **1.01 Definitions:** In this by-law,

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

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

**"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;

**“Manager of Revenue and Taxation”** means the person within the administration of the City which fulfills the function of the Tax Collector and his or her delegate(s), as required by the *Municipal Act, 2001* or, in the event of organizational changes, another person designated by Council.

**“Council” or “City Council”** means the municipal council for the City;

##### **1.02 Interpretation Rules:**

- (a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.
- (b) 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.
- (c) References to items in the plural include the singular, as applicable.

- (d) 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: Limitation of Tax Decreases**

- 2.01 **Application of By-law:** This By-law applies to all properties in the affected property classes whose taxes for municipal and school purposes for 2019, as determined pursuant to the Municipal Act, 2001, exceed their taxes for municipal and school purposes for 2018, as adjusted in accordance with the Provincial Regulations.
- 2.02 **Commercial Property Class:** The property tax decrease percentage retained by the municipality for all property within the commercial class is 0% of the decrease, which would otherwise have been applicable under By-law 2018-062.
- 2.03 **Industrial Property Class:** The property tax decrease percentage retained by the municipality for all property within the industrial class 0% of the decrease, which would otherwise have been applicable under By-law 2018-062.
- 2.04 **Multi-Residential Property Class:** The property tax decrease percentage retained by the municipality for all property within the multi-residential class is 0% of the decrease, which would otherwise have been applicable under By-law 2018-062.

## **Section 3.00: Administration and Effective Date**

- 3.01 **Administration of the By-law:** The Manager, Revenue and Taxation 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 [REDACTED] day of [REDACTED], 201[REDACTED].

---

Andy Letham, Mayor

---

Cathie Ritchie, City Clerk



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

## **By-Law 2019-xxx**

### **A By-law to Provide Tax Relief To Certain City of Kawartha Lakes Property Owners Who Are Low Income Elderly Persons, Low Income Persons Between The Ages Of 55 And 64, Low Income Disabled Persons Or Ontario Disability Support Program Recipients.**

#### **Recitals**

1. Section 319 of the *Municipal Act*, 2001, S.O. 2001, c.25, provides that for purposes of relieving financial hardship, a municipality may pass a by-law providing for deferrals or cancellation of, or other relief in respect of all or part of a tax increase for 1998 and subsequent years on property in the residential property class for persons assessed as owners who are, or whose spouses are, (a) low-income seniors as defined in the by-law; or (b) low-income persons with disabilities as defined in the by-law.
2. Section 365 of the *Municipal Act*, 2001, S.O. 2001, c.25, provides that the council of a local municipality may, in any year, pass a by-law to provide for the cancellation, reduction or refund of taxes levied for local municipal and school purposes in the year by the council in respect of an eligible property of any person who makes an application in that year to the municipality for that relief whose taxes are considered by the council to be unduly burdensome, as defined in the by-law.

**Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2019-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;

**“Manager of Revenue and Taxation”** means the person within the administration of the City which fulfills the function of the Tax Collector or his or her delegate(s), as required by the *Municipal Act*, 2001 or, in the event of organizational changes, another person designated by Council.

**“Assessment Related Property Tax Increase”** is the increase in property taxes attributed directly to an increase in the assessed value of the eligible property

**“Low-income Senior”** means:

- i. Who has owned and occupied, as the principal residence, the eligible property for a period of not less than one year immediately preceding the date of application for the rebate;
- ii. a person who attained the age of 65 years as of December 31st of the previous year and is in receipt of benefits paid under the Guaranteed Income Supplement (GIS) program, as established under The Old Age Security Act (Canada);
- iii. a person aged 55 to 64 years of age as of December 31st of the previous year whose taxable income, as reported on Line 260 of the Income Tax Notice of Assessment, is less than or equal to, the allowable amount deemed by the government as low income in the tax year the credit is applied for. This amount will be specified on the application for each year.

**“Low-income person with disabilities”** means a person who is in receipt of benefits paid under the Ontario Disability Support Program Act, 1997; or a disability amount paid under the Family Benefits Act (Ontario); or a Canada Pension Plan Disabilities Pension, and be eligible to claim a disability amount as defined under the Income Tax Act (Canada).

**“Eligible person”** means a “low-income senior” or a “low-income person with disabilities” or the spouse of such eligible person whose name also appears as a registered owner of the property.

**“Eligible property”** means residential property located in the City of Kawartha Lakes that is utilized as a principle residence and must be solely owned (with their spouse, if applicable) and occupied by the eligible person(s) as of January 1st of the year for which a tax credit is being applied.

**“Owner”** means a person assessed as the owner of residential real property, and includes an owner within the meaning of the *Condominium Act*.

**“Tax increase”** means the difference between current year tax on assessment and the previous year tax on assessment – excluding tax increases resulting from an assessment increase from new construction and/or improvements to a property.

**“Eligible amount”** means for

- (i) Low Income Senior as defined in section 1.01 (c) (i) and Low income person with disabilities, a combined amount totaling \$175 that first addresses the assessment related increase for the eligible property, and if the assessment related increase is less than \$175, the balance of the \$175 is related to taxes considered to be unduly burdensome.
- (ii) Low Income Senior as defined in section 1.01 (c) (i) and Low income person with disabilities, where the taxes have decreased from previous tax year, an amount equivalent to

- the difference between the \$175 and the amount of the total property tax reduction.
- (iii) Low Income Senior aged from 55 to 64 the amount of the property tax increase assessment related property tax increase to a maximum of \$175 per year, with a minimum rebate of \$25, if there is an increase in property taxes from the previous year.

The tax relief applies only to increases in tax based upon assessment values and does not apply to any additional charges that may be levied against the property, including but not restricted to local improvement charges, or any other miscellaneous types of charges added to the Tax Roll for collection purposes.

The tax relief amount shall be prorated from the date of ownership to December 31st, if the applicant subsequent to January 1st of the year for which the relief is sought purchases the property.

**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: Tax Relief Provisions**

**2.01** Tax relief granted pursuant to this by-law shall be in the form of an outright cancellation of the annual eligible amount, provided that:

- (a) the Owner, or the spouse of such Owner, or both, occupies or occupy the property in respect of which real property taxes are imposed, as his, her or their principle residence;
- (b) the Owner, or the spouse of such Owner, or both, have been or has been the assessed owner of the residential real property in the City on or before January 1st of the year for which they are applying for the credit

**2.02** No tax relief granted pursuant to this by-law shall be allowed to an Owner in respect of more than one (1) single family dwelling unit in any year and the residence must be solely classified in the Residential tax classification.

- 2.03 Tax relief shall be granted, pursuant to this by-law, to only one eligible person per household.
- 2.04 Applications for the property tax rebate must be in writing on a form prepared by the City for this purpose and must be submitted to the City of Kawartha Lakes on or before June 30 of each taxation year for which the property tax rebate is sought.
- 2.05 The application must be submitted to:
- Manager of Revenue & Taxation  
P.O. Box 696  
26 Francis St.  
Lindsay ON K9V 4W9
- 2.06 Applications must include documentation in supporting the applicant is an eligible person and that the property with respect to which the application is made is an eligible property.
- 2.07 Successful applications will result in a credit applied to the eligible property tax account to be deducted from the final tax installment for the year.
- 2.08 Credits will not be refunded but will be applied to future property taxes.

### **Section 3.00: Administration and Effective Date**

- 3.01 **Administration of the By-law:** Manager of Revenue and Taxation is responsible for the administration of this by-law 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 [redacted] day of [redacted], 201[redacted].

---

Andy Letham, Mayor

---

Cathie Ritchie, City Clerk

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

## **By-Law 2019-xxx**

### **A By-law to Provide Water Rate Relief To Certain City of Kawartha Lakes Property Owners Who Are Low Income Elderly Persons, Low Income Persons Between The Ages Of 55 And 64, Low Income Disabled Persons Or Ontario Disability Support Program Recipients**

#### **Recitals**

1. Section 10 of the *Municipal Act*, 2001, S.O. 2001, c.25, provides a municipality may provide any service or thing that the municipality considers necessary or desirable for the public.
2. Section 391 of the *Municipal Act*, 2001, S.O. 2001, c.25, provides that the council of a local municipality may impose fees and charges that include administration charges.

**Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2019-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;

**“Dependant”** means a child if:

- i. he/she is under 18;
- ii. he/she resides in the same home with his/her parent(s);
- iii. the parent(s) is an ODSP applicant/recipient or his/her spouse; and

The applicant/recipient receives the Canada Child Tax Benefit on behalf of the child or if that does not apply, has been determined to be the child's primary caregiver.

In addition, if the child is of school age, the child must be attending school. If the child is over 16 years of age, the child must be making satisfactory progress in school. The child is exempt from the school requirement, if the child is unable to attend school due to a physical or mental disability, or for reasons outside his/her control.

**“Eligible person”** means a “low-income senior” or a “low-income person with disabilities” or the spouse of such eligible person whose name also appears as a registered owner of the property who meets the qualifications set out in this By-law.

**“Eligible property”** means

- i. a property classified as residential real property on the annual assessment roll for the City of Kawartha Lakes, or
- ii. a portion of real properties classified as residential real property that is utilized as a principle residence and must be solely owned (with their spouse, if applicable) and occupied by the eligible person(s).

**“Household income”** means the combined gross income of all eligible persons occupying the eligible property in respect of which the application for a water bill rebate is made.

**“Low-income person with disabilities”** means:

- i. Who has owned and occupied, as the principal residence, the eligible property for a period of not less than one year immediately preceding the date of application for the rebate;
- ii. Who is in receipt of one or more of the following: benefits paid under the Ontario Disability Support Program Act, 1997; or a disability amount paid under the Family Benefits Act (Ontario); or a Canada Pension Plan Disabilities Pension.

**“Low-income Senior”** means:

- i. Who has owned and occupied, as the principal residence, the eligible property for a period of not less than one year immediately preceding the date of application for the rebate;
- ii. a person who attained the age of 65 years as of December 31st of the previous year and is in receipt of benefits paid under the Guaranteed Income Supplement (GIS) program, as established under The Old Age Security Act (Canada);
- iii. a person aged 55 to 64 years of age as of December 31st of the previous year whose taxable income, as reported on Line 260 of the Income Tax Notice of Assessment, is less than or equal to, the allowable amount deemed by the government as low income in the tax year the credit is applied for. This amount will be specified on the application for each year.

**“Manager of Revenue and Taxation”** means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council.

**“Owner”** means a person assessed as the owner of the eligible property, and includes the owner within the meaning of the Condominium Act.

**“Treasurer”** means the Director of Finance and Treasurer for the City of Kawartha Lakes or their designate.

## 1.02 **Interpretation Rules:**

- i. The Schedules attached to this by-law form part of the by-law, and are enforceable as such.
- ii. 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: Water bill rebate for eligible low income disabled persons and low income seniors**

2.01 The City shall, where an eligible person has made a successful application in relation to an eligible property under this portion of this By-law relating to the water bill rebate, provide a rebate in accordance with the provisions set out in Sections 2 to 5 of this By-law, inclusive.

2.02 The water bill rebate shall be set at a rate representing a twenty-percent reduction from the water rate, as set out in the City of Kawartha Lakes By-law 218-039, A By-Law To Regulate Water and Wastewater Services in The City Of Kawartha Lakes, or at such other rate as determined by City Council from time to time.

## **Section 3.00: Eligibility to receive a water bill rebate.**

3.01 A person is eligible to receive a water bill rebate if:

- i. The person is an eligible low-income disabled person or low-income senior;
- ii. The person occupies the eligible property, which is the subject of the rebate application, as his or her personal principal residence;
- iii. The person has made an application for the water bill rebate program in accordance with the provisions of Section 4.00 of this By-law.
- iv. The application for a water bill rebate is in respect of only the water bill for the year in which the application is made;

3.02 The person agrees to notify the Treasurer of any change in circumstances which would alter his or her status as an eligible person, or the amount of the water bill rebate to which they are entitled;

3.03 The person is an owner who has occupied the eligible property, which is the subject of the rebate application, for a period of not less than one year immediately preceding the date of application for the rebate;

- 3.04 Where title to the eligible property, which is the subject of the rebate application, is held by an eligible person and his or her spouse or same sex spouse and no other owner, one of the joint owners must qualify as an eligible person, but where title to the eligible property is held jointly by an eligible person and a person or persons who are not his or her spouse or same sex spouse, all of the joint owners must qualify as an eligible person;
- 3.05 Payment to the City for all taxes payable for all previous years and water and wastewater bill charges payable for the current year related to the eligible property, which is the subject of the rebate application, have been made in full.
- 3.06 The water consumption for the eligible property, which is the subject of the rebate application, must be
- i. 175 cubic metres or less of water per calendar year for a qualifying low income Senior; or
  - ii. 175 cubic metres or less for a low-income disabled person with up to 2 permanent residents; or
  - iii. 300 cubic metres or less for a low-income disabled person with more than 2 permanent residents residing at the property and residents of the property who are not registered owners of the property are dependants of the property owner(s).
- 3.07 The eligible property, which is the subject of the rebate application, must be metered and the applicant must provide to the City an actual meter reading in or around December 31 or the last quarter of the year, and/or provide access to City staff to obtain an actual reading; or
- 3.08 If the eligible property is one that is on the flat-rate billing system, the applicant must have made a request to the City of Kawartha Lakes, Utility Billing Section for the installation of a water meter and made a reasonable effort to provide the City access to install the new meter, in which case, the water bill rebate shall be calculated to a maximum rebate that an eligible metered customer would be entitled to receive for a consumption of 175 cubic metres, for accounts paid on or before the due date for the year in which the rebate is being sought.

#### **Section 4.00: Administration and Effective Date**

- 4.01 Applications for the water bill rebate must be in writing on a form prepared by the City for this purpose and must be submitted to the City of Kawartha Lakes on or before September 30 of the year for which the water bill rebate is sought.
- 4.02 An application must include documentation in support thereof in a form satisfactory to the Manager of Revenue and Taxation, to establish that the applicant or, in the case of property held jointly in accordance with Section 3.04, the applicant's spouse, is an eligible person, that the eligible property with respect to which the application is made is eligible for such water bill rebate and to establish the amount of water bill rebate to which the eligible person is entitled.



## **Section 5.00: Credit to water bill account**

The following provisions shall apply to the water bill rebate program:

- 5.01 The rebate for eligible low-income seniors and low-income disabled persons shall be in the form of a credit applied to the eligible person's water bill for the eligible property which is the subject of the rebate application;
- 5.02 If all eligibility requirements are met, the credit shall be applied to the eligible person's first water bill of the following year;
- 5.03 If an eligible person sells their eligible property during the year, and provided that a final read was forwarded to the City prior to the change in ownership, a rebate will be credited to the final bill for the portion of the year the eligible property was owned by the eligible person and shall be issued based on the consumption used up to the change of ownership date calculated on a pro-rated basis; and
- 5.04 In any year, or eligible portion thereof, the water bill rebate or credit rate shall be calculated by multiplying the water per cubic metre rate by 20%, and such rates being based on 'paid on or before the due date', applicable for the year or portion thereof in which the rebate is being applied for.

## **Section 6.00: Administration and Effective Date**

- 6.01 **Administration of the By-law:** The Manager of Revenue and Taxation is responsible for the administration of this by-law.
- 6.02 **Effective Date:** This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this [redacted] day of [redacted], 201[redacted].

---

Andy Letham, Mayor

---

Cathie Ritchie, City Clerk

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

## **By-Law 2019-**

### **A By-law to Amend the Building By-Law 2012-019, in the City of Kawartha Lakes**

Being a by-law under the Building Code Act respecting permits and related matters in the City of Kawartha Lakes, (Amendment #5)

#### **Recitals**

1. Whereas Subsection 3(1) of the Building Code Act, 1992, S.O. 1992, chapter 23, provides that the Council of the Corporation of the City of Kawartha Lakes is responsible for the enforcement of the Building Code Act, 1992 within the City of Kawartha Lakes; and
2. Whereas Section 7.1 of the Building Code Act, 1992 requires the principal authority to establish and enforce a code of conduct for the chief building official and inspectors;
3. This By-law amends Section 1.00 Definitions and Interpretation and adds Schedule 'C'.

**Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2019-      .**

#### **Section 1.00: Definitions and Interpretation**

##### **1.01 Definitions:** In this by-law,

**“Definitions”** All defined terms in the amending By-law take their meaning from By-law 2012-019 of the City of Kawartha Lakes;

##### **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: Amendment to 2012-019**

2.01 **Section 1.07:** Insert new Section 1.07 as follows:

1.07 **Code of Conduct for Building Officials:** Chief Building Official, Deputy Chief Building Officials and inspectors appointed by Council under subsection 3(2) of the Building Code Act, 1992, shall be governed by the Code of Conduct set out in Schedule “C” to this By-law, with respect to exercising powers and performing duties under the Building Code Act.

## **Section 3.00: Amendment to Schedules to By-law 2012-019**

3.01 **Schedule “A”:** Schedule “A”, attached to and forming part of this by-law, is added as Schedule “C” to By-law 2012-019.

## **Section 4.00: Administration and Effective Date**

4.01 **Administration of the By-law:** The Chief Building Official is responsible for the administration of this by-law.

4.02 **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        day of       , 2019.

---

Andy Letham, Mayor

---

Cathie Ritchie, City Clerk

## **Schedule A – By-law 2019-**

### **Schedule C – By-law 2012-019**

## **CODE OF CONDUCT FOR BUILDING OFFICIALS**

### **Purpose**

The purposes of this code of conduct are:

- To promote appropriate standards of behaviour by building officials in the exercise of their powers and performance of their duties.
- To prevent practices which may constitute an abuse of power, and
- To promote appropriate standards of honesty and integrity.

### **Standards of Conduct and Professionalism**

Building Officials undertake at all times to:

1. Act in the public interest, particularly with regard to the safety of buildings and designated structures;
2. Maintain their knowledge and understanding of the best current building practice, the building laws and regulations relevant to their building certifying functions;
3. Commit themselves to a process of continuous education so as to constantly be aware of developments in building design, practice and the law relevant to their duties;
4. Comply with the provisions of the *Building Code Act*, the Building Code and any other Act or applicable Law that regulates or governs Building Officials of their functions;
5. Avoid situations where there may be, or where there may reasonably appear to be, a conflict between their duties to their clients, their profession, their peers and the public at large and their personal interests;
6. Not act beyond their level of competence or outside their area of expertise;
7. Apply all relevant building laws, regulations and standards strictly and without favour and independent of the influence of interested parties or members of municipal council;
8. Perform their inspections and certifying duties impartially and in accordance with the highest professional standards;
9. Not divulge any confidential or sensitive information or material, that they became privy to in the performance of their duties, except in accordance with laws governing freedom of information and protection of privacy;
10. Extend professional courtesy to all;
11. Not act officiously or permit personal feelings, prejudices, animosities or friendships to influence decisions;
12. Recognize the appointment under the Building Code Act as a symbol of public faith;
13. Maintain current accreditation to perform the functions assigned to them;
14. Take all reasonable steps to ascertain and document all available facts relevant to the performance of their duties; and,

15. Demonstrate compliance with all regulations and standards that govern building construction, health & safety or other matters related to their status as a building official.

#### **Guideline for responding to misconduct allegations**

The *Building Code Act* provides that the performance of Building Officials will be measured against this code of conduct. In response to any allegation of a breach of this code, the Chief Building Official shall direct an investigation and where appropriate, recommend disciplinary action against any Building Official who fails to comply with this code of conduct. Where the allegation is against the chief building official, the Director of Development Services and/or the Chief Administrative Officer will direct the investigation and make such recommendations as are reasonable.

In determining the appropriate discipline, the Chief Building Official or the Director of Development Services and/or the Chief Administrative Officer will have regard to the relevance of the conduct to the official's powers and responsibilities as well as the severity of any misconduct.

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

## **By-Law 2019-**

### **A By-law to Amend the Township of Verulam Zoning By-law No. 6-87 to Permit a Temporary Use Within the City Of Kawartha Lakes.**

File D06-2019-006, Report Plan2019-022, respecting Part Lot 26, Concession 26, geographic Township of Verulam and identified as 36 Walker's Road – Ashby & McGale.

#### **Recitals:**

1. Section 34 of the Planning Act authorizes Council to determine the appropriate zoning categories and provisions assigned to land.
2. Section 39 of the Planning Act authorizes Council to permit temporary uses on lands in a By-law that is passed under Section 34.
3. Council has received an application to permit a temporary use relating to a specific parcel of land to permit the staging of live outdoor role playing (LARP) games for commercial purposes.
4. A public meeting to solicit public input has been held.
5. Council deems it appropriate to permit the temporary use on the land for a period of one year.

**Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2019-\_\_.**

#### **Section 1.00: Zoning Details**

- 1.01 **Property Affected:** The Property affected by this by-law is described as the Part of Lot 26, Concession 6, geographic Township of Verulam, City of Kawartha Lakes, identified as 36 Walker's Road.
- 1.02 **Textual Amendment:** By-law No. 6-87 for the Township of Verulam is further amended to remove Section 19.3.18 and replace with the following section:

19.3.18 Notwithstanding the zone requirements for the A1 Zone, on land zoned A1-18 the following is permitted through a Temporary Use By-law under Section 39 of the *Planning Act, R.S.O., 1990, c.P 13*, as amended:

a) The staging of outdoor role playing games including the hosting of live action role playing (LARP) games for commercial purposes on weekends (Friday to Monday, if included as part of a Statutory or Civic Holiday) between May and November, together with a temporary parking lot with grass surface and a 7.5 m. wide, two-lane entrance with gravel surface. The use of temporary structures such as tents, and huts not exceeding 10 sq.m. in size is also permitted provided they are ancillary to the commercial role playing game venue, and are erected on the property in accordance with all other applicable laws. The use of trailers is also permitted but only during gaming events and within the timeframe identified above. No other site alterations related to the temporary use are permitted on the property.

This By-law is passed in accordance with Section 39(2) of the *Planning Act, R.S.O., 1990, c.P. 13* and shall be in effect for a temporary period of time until May 24, 2020.

## Section 2.00: Effective Date

2.01 **Effective Date:** This By-law shall come into force and take effect on the date it is finally passed, subject to the provisions of Section 34 of the Planning Act.

By-law read a first, second and third time, and finally passed, this [redacted] day of [redacted], 201[redacted].

---

Andy Letham, Mayor

---

Cathie Ritchie, City Clerk

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

## **By-Law 2019-**

### **A By-law to Repeal and Replace By-law 2009-116 as amended, Being a By-law to Regulate the Operation of ATVs and ORVs on Municipal Highways in the City of Kawartha Lakes**

#### **Recitals**

1. The Highway Traffic Act, R.S.O. 1990, Chapter H.8, Section 191.1, subsection (1) states that no person shall drive an off-road vehicle on a highway except in accordance with the regulations and any applicable municipal by-laws. 1999, c. 12, Sched. R, s. 17
2. The Highway Traffic Act, R.S.O. 1990, Chapter H.8, Section 191.8, subsection (3) provides that a Council of a municipality may pass by-laws permitting the operation of off-road vehicles with three or more wheels and low pressure bearing tires on any highway within the municipality that is under the jurisdiction of the municipality, or on any parts of such highway.
3. Ontario Regulation 316/03, Part 1, includes definitions for both **All Terrain Vehicle (ATV)** and **Multi-Purpose Off-Highway Utility Vehicle (UTV)**.
4. Council deems it advisable to allow ATVs on certain roads as previously approved by Resolution CR2009-650 and By-law 2009-116, as amended.
5. Council adopted Resolution CR2019-225 on March 26, 2019 directing amendments to By-law 2009-116, as amended, to temporarily permit the use of Side by Side Off Road Vehicles on designated City Highways to allow for implementation of a pilot project.
6. This by-law repeals and replaces By-law 2009-116, as amended, to implement Council's decision, align definitions with applicable legislation and address any minor amendments required as identified by staff.

**Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2019-          .**

#### **Section 1.00: Definitions and Interpretation**

**1.01 Definitions:** In this by-law,

- "All Terrain Vehicle (ATV)"** as defined in Section 1 of the Ontario Regulation 316/03 as an off-road vehicle (ORV) that,
- 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.

c.

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

**“City Clerk”** means the person appointed by Council to carry out the duties of the clerk described in section 228 of the Municipal Act, 2001;

**“Council” or “City Council”** means the municipal council for the City;

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

**“Helmet”** includes the requirements for a helmet for the purpose of section 19 of the *Off-Road Vehicles Act*, R. S. O. 1990, c.O.4 and are those set out for motorcycles in Regulation 610 of the Revised Regulations of Ontario, 1990 made under the *Highway Traffic Act*. O. Reg. 317/03, s. 3, as amended.

**“Highway(s)”** includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge viaduct or trestle within the city of Kawartha Lakes, 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 or as defined in the most recent revision of the Highway Traffic Act, R.S.O. 1990, Chapter H.8;

**“Multi-Purpose Off-Highway Utility Vehicle” (UTV)** as defined in Section 1 of the Ontario Regulation 316/03 means an off-road vehicle (ORV) 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;

**“Municipal Law Enforcement Officer”** means a person appointed by Council under the *Police Services Act* to enforce the By-laws of the City;

**“Off-Road Vehicle” (ORV)** is as defined within the *Off-Road Vehicles Act*, R.S.O. 1990, as amended;

**“Police Officer”** means a chief of police or other police officer in a police service which is responsible for enforcing the provisions of this By-law;

**“Recreational Off-Highway Vehicle” (ROV)** as defined in Section 1 of the Ontario Regulation 316/03 as amended below 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,
- d) has an engine displacement equal to or less than 1,000 cubic centimeters, and
- e) does not exceed 1625 mm (64 inches) in width.

**“VRTC”** means the Victoria Rail Trail Corridor.

**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: Operation of ORVs**

- 2.01 No person shall operate an ORV on highways unless otherwise permitted in accordance with the Off Road Vehicles Act, R.S.O 1990, c.O.4, as amended and where defined in Section 3.00 herein.
- 2.02 That an ORV shall not be operated on highways unless it meets the equipment requirements of Section 7-15 of Ontario Regulation 316/03 and it is operated in accordance with Sections 16-24 of the Regulation.
- 2.03 That an ORV shall not be permitted to travel on a municipal highway if the exhaust system has been altered over the manufacturer’s recommended decibel level. Operation and use of ORV must be in accordance with City Noise By-law, as amended.
- 2.04 No person shall operate an ORV on any highways between 9:00 p.m. and 7:00 a.m.
- 2.05 No person shall operate an ORV over and upon any municipally owned or municipally maintained land used as parks, playgrounds or for utility purposes.
- 2.06 No person shall travel on an ORV on any highway in a direction opposite to that of traffic.
- 2.07 No person shall operate an ORV on a highway without wearing a helmet.

- 2.08 No person shall operate an ORV on a highway without a valid driver's license issued under section 32 of the *Highway Traffic Act* R.S.O. 1990, Chapter H.8. and insurance.
- 2.09 No person shall travel on an ORV on any part of the highway other than the shoulder of the highway. The exception to this provision is if the shoulder is unsafe the ORV may be operated on the highway.

### **Section 3.00: Location and ORV Type**

- 3.01 North of Kawartha Lakes Road 8: ATV's and ROV's shall be permitted on highways, which are described in Schedule "A" – ATV Routes, attached to this by-law.
- 3.02 North of Kawartha Lakes Road 8: In addition to Section 3.01, ATV's and ROV's shall be permitted:
- i. on all highways north of Kawartha Lakes Road 8 and Kawartha Lakes Road 121 as it connects Kawartha Lakes Road 8 in Fenelon Falls, excluding all roads within the settlement area of Fenelon Falls except those included in Section 3.03 and 3.04
  - ii. on Kawartha Lakes Road 36 from the intersection of Kawartha Lakes Road 8 north to Main Street to the Kawartha Lakes boundary in Bobcaygeon, and save and except Highway 35, for the express purpose of travelling from the place of residence to the nearest designated ATV and/or ROV route.
- 3.03 Fenelon Falls: North to South Road Access Route VRTC to Garnett Graham Park, east on Francis Street to Colborne Street, south on Colborne Street to Lindsay Street, east on Elliot Street and south on Murray Street to VRTC.
- 3.04 Fenelon Falls: South to North Road Access Route VRTC, north on Murray Street, west on Elliot Street to Lindsay Street, north on Lindsay Street to Colborne Street, west on Francis Street to Garnett Graham Park to VRTC.
- 3.05 Lindsay Municipal Law Enforcement Access Route: for the purpose of connecting the North and South parts of the VRTC Municipal Law Enforcement Officers/Police Officers shall be permitted to ride ATVs, or ROVs on the following highways (streets) in the Town of Lindsay.
- Wellington Street – between Lindsay St. North and Victoria Ave. N.;
  - William St. N. – between Wellington St. and Orchard Park Rd.;
  - Queen St. – between Lindsay St. N. and Caroline St.;
  - King St. – between Lindsay St. N. and St. David St.;
  - St. David St.;
  - Logie St.; and
  - Lindsay St. North and South.

### **Section 4.00: Rate of Speed**

- 4.01 That the ATV or UTV shall not be driven at a rate of speed greater than:

- a. 20 km/hr if the speed limit established under the Highway Traffic Act or by municipal by-law for that part of the Highway is not greater than 50 km/hr; or
- b. 50km/hr if the speed limit established under the Highway Traffic Act or by municipal by-law for that part of the Highway is greater than 80 km/hr.

### **Section 5.00: Exemptions**

- 5.01 This by-law does not apply to police, fire, ambulance, search and rescue or other emergency vehicles while engaged in an emergency situation.

### **Section 6.00: Enforcement, Offence and Penalties**

- 6.01 **Enforcement:** This by-law may be enforced by every municipal law enforcement officer and police officer.
- 6.02 **Offence and Penalty:** It is an offence for a person to contravene any provision of this by-law, and every person who contravenes this by-law is guilty of an offence and, on conviction, is liable to maximum penalty as set out in section 61 of the *Provincial Offences Act R.S.O 1990, c.P.33* as amended or any successor thereof and to any other applicable penalty.

### **Section 7.00: Administration and Effective Date**

- 7.01 **Administration of the By-law:** The Director of Public Works is responsible for the administration of this by-law.
- 7.02 **Effective Date:** This By-law shall come into force on the date it is finally passed.

### **Section 8.00: Repeals**

- 8.01 **Repeal:** By-law 2009-116 and amending by By-Law 2015-167 are repealed.

By-law read a first, second and third time, and finally passed, this [redacted] day of [redacted], 201[redacted].

---

Andy Letham, Mayor

---

Cathie Ritchie, City Clerk

**Schedule “A” To By-Law 201\_-\_-**

**Designated Atv Routes**

<b>Road Name</b>	<b>From</b>	<b>To</b>	<b>Type of Road</b>
Black River Rd.	Dalton/Digby Line	Chisholm Trail (Road #6)	Open Road Allowance
Chisholm Trail (Road #6)	Black River Rd.	Road #45	Open Road Allowance
Road #45 (Taylor's Rd.)	Road #6	Hill's Road	Open Road Allowance
Hill's Rd.	Taylor's Rd.	Wolf Run Lane	Part Open Road Allowance – Part unopened
Wolf Run Lane	Hill's Rd.	Lake Dalrymple Rd	Unopened Road Allowance
Lake Dalrymple Rd.	Wolf Run Lane	Alvar Rd.	Open Road Allowance
Alvar Rd.	Lake Dalrymple Rd.	Wylie Rd.	Open Road Allowance
Alvar Rd.	Wylie Rd.	Victoria Rd.	Open Road Allowance
Victoria Rd. (Road #35)	Alvar Rd.	South to North Mountain Rd.	Open Road Allowance
North Mountain Rd.	Victoria Rd. (Road #35)	CKL Road #41	Open Road Allowance
CKL Road #41	North Mountain Rd.	North East to Bexley Laxton Township Line	Open Road Allowance
Bexley Laxton Township Line	CKL Road #41	West to Deer Lake Rd.	Open Road Allowance
Deer Lake Rd.	Bexley Laxton Township Line	North-East to Monck Rd. (Road #45)	Open Road Allowance
Monck Rd. (Road #45)	Deer Lake Rd.	East through the Hamlet of Norland to Buller Rd.	Open Road Allowance
Wylie Rd.	Alvar Rd.	Kirkfield Rd. (Road #6)	Open Road Allowance
Kirkfield Rd. (Road #6)	Wylie Road	Lift Lock Road	Open Road Allowance
Lift Lock Rd.	Kirkfield Rd. (Road #6)	Rockview Rd.	Part Open Road Allowance – Part unopened
Rockview Rd.	Lift Lock Rd.	Portage Rd. (Road #48)	Unopened Road Allowance
Rockview Rd.	Portage Rd. (Road #48)	Eldon Station Rd.	Open Road Allowance
Eldon Station Rd.	Rockview Rd.	Sandringham Rd.	Open Road Allowance
Sandringham Rd.	Eldon Station Rd.	Lorneville Rd.	Open Road Allowance
Lorneville Rd.	Sandringham Rd.	Windemere Rd.	Open Road Allowance
Windemere Rd.	Lorneville Rd.	Woodville Rd. (Road #9)	Open Road Allowance
Woodville Rd. (Road #9)	Windemere Rd.	The West Limit of the Village of Woodville	Open Road Allowance
Glenarm Rd. (Road #8)	Sandringham Rd.	East to Road #36 (Village of Bobcaygeon)	Open Road Allowance
Northline Rd,	Glenarm Rd. (Road #8)	North to Somerville 7 <sup>th</sup> Conc. Rd.	Open Road Allowance

<b>Road Name</b>	<b>From</b>	<b>To</b>	<b>Type of Road</b>
Somerville 7 <sup>th</sup> Conc. Rd.	Northline Rd.	West to Baseline Rd. (Road #42)	Open Road Allowance
Baseline Rd. (Road #42)	Somerville 7 <sup>th</sup> Conc. Rd.	Sticky Lane	
Somerville 11 <sup>th</sup> Conc. Rd.	Sticky Lane	East to Woodcock Line	Unopened Road Allowance
Woodcock Line	Somerville 11 <sup>th</sup> Conc. Rd.	North to Monck Rd. (Road #45)	Open Road Allowance
Monck Rd. (Road #45)	Woodcock Line	West to Buller Rd.	Open Road Allowance
Buller Rd.	Monck Rd. (Road #45)	North to Boundary Rd. With Lutterworth Twp.	Open Road Allowance
Boundary Rd. (with Lutterworth Twp.)	#380 Boundary Rd.	West to Road #121	Open Road Allowance
Road #121	Boundary Rd.	South to the Hamlet of Kinmount	Open Road Allowance
Road #121	South Limits of the Village of Kinmount	South to Somerville 11 <sup>th</sup> Conc. Rd.	Open Road Allowance
Somerville 11 <sup>th</sup> Conc. Rd.	Road #121	West to Pinery Rd.	Open Road Allowance
Pinery Rd.	Somerville 11 <sup>th</sup> Conc. Rd.	South West to Burnt River Rd.	Open Road Allowance
Burnt River Rd. (Road #44)	Pinery Rd.	South to Somerville 6 <sup>th</sup> Conc. Rd.	Open Road Allowance
Somerville 6 <sup>th</sup> Conc. Rd.	Burnt River Rd. (Road #44)	West to Northline Rd.	Open Road Allowance
Somerville 3 <sup>rd</sup> Conc. Rd.	Brook Rd.	East to Road #49	Part Open Road Allowance – Part unopened.

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

## **By-Law 2019-**

### **A By-law to Repeal and Replace By-law 2011-044, Being a By-law to Authorize the Execution of a License Confirming and Amending Agreement Between the City of Kawartha Lakes and Bell Canada**

#### **Recitals**

1. Council of The Corporation of the City of Kawartha Lakes by adoption of the Report FIRE2019-001 approved an agreement between Bell Canada and the City to attach an antenna and equipment to the Bell tower in the Geographic Township of Manvers.

**Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2019-      .**

#### **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;

**“Fire Chief”** means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council.

##### **1.02 Interpretation Rules:**

(a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.

(b) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

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

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

## **Section 2.00: Execution of Documents**

- 2.01 The Mayor and Clerk are authorized to execute the Agreement between The Corporation of the City of Kawartha Lakes and Bell Canada substantially in the form attached to and forming Schedule “A” of this By-law and to affix the City’s corporate seal to them.

## **Section 3.00: Administration and Effective Date**

- 3.01 **Administration of the By-law:** The Fire Chief 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.

## **Section 4.00: Repeals**

- 4.01 **Repeal:** By-law 2011-044 is repealed.

By-law read a first, second and third time, and finally passed, this      day of     , 201  .

---

Andy Letham, Mayor

---

Cathie Ritchie, City Clerk



Agreement between  
Bell Canada and CKL.

Schedule A - Agreement



Agreement between  
Bell Canada and CKL.

Schedule B to Agreement



**BELL CANADA**

**THIRD LICENSE RENEWAL AND AMENDING AGREEMENT**

**Site Name: Z1413- Bethany**  
**Site Coordinates: 115 Beers Rd, Bethany, ON,**  
**L9P 1E5, CANADA**  
**Other Site Identifiers: 20626**

**THIS AGREEMENT is made this 21<sup>st</sup> day of September 2018.**

**BETWEEN:**

**BELL CANADA INC.**

(the "Licensor")

**AND**

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

(the "Licensee")

**BACKGROUND TO THIS THIRD LICENSE RENEWAL AND AMENDING AGREEMENT:**

- A. By an agreement dated October 7, 2003 between the Licensor and the Licensee (the "License") in respect of a certain parcel of land described as Part of Lot 16, Concession 8, Township of Manvers, in the Province of Ontario, and as more particularly described therein (the "Site"), the Licensee was granted a license to install, maintain and operate the Attachments at the Site as more particularly set out in the License and on the terms set out therein for a term expiring on August 31, 2008;
- B. By a License Confirming and Amending Agreement dated March 22, 2011 between the Licensor and the Licensee the term of the License was extended for a further period of five (5) years, commencing September 1, 2008 up to and including August 31, 2013 on the term as set out therein;
- C. By a second License Confirming and Amending Agreement dated January 29<sup>th</sup>, 2014, the Licensor and the Licensee have agreed to extend the Term of the License for a further period of five (5) years, commencing September 1<sup>st</sup>, 2013 up to an including August 31<sup>st</sup>, 2018 on the term as set out therein;

**NOW, THEREFORE**, that in the consideration of the sum of TEN DOLLARS (\$10.00) and other consideration now paid by each party to the other, the receipt and sufficiency of which are acknowledged, the Licensor and the Licensee agree as follows:

- 1. The License Agreement as it is being amended and extended as described above, is referred to in this Third License Renewal and Amending Agreement as the "License Agreement".
- 2. The parties hereto hereby acknowledge, confirm and agree that the foregoing recitals are true in substance and in fact.
- 3. The Licensor and the Licensee hereby acknowledge and agree that the term of the License has been extended for five (5) years, commencing **September 1<sup>st</sup>, 2018** up to and including **August 31<sup>st</sup>, 2023** (the "Renewal Term").
- 4. The Licensor and the Licensee confirm and agree that the annual **License Fee** payable for the first year of the Renewal Term shall be **Six Thousand Dollars (\$6,000.00)** together with any applicable taxes, including the HST and any provincial sales taxes, to be payable annually, in advance, commencing on the **1st day of September 2018**. The License Fee shall be increased by **2%** on each anniversary date thereof during the remainder of the Renewal Term.
- 5. The Licensor grants to the Licensee the right to obtain electrical power services from the Licensor's panel required for the Attachments or any other purpose in connection with the Licensee's use of the Site, Building or Tower at the rate of Five Hundred Dollars (\$500.00) per annum, which sum together with any applicable taxes including the HST and any provincial sales taxes shall be payable annually, in advance, commencing on the September 1<sup>st</sup>, 2018 and on the anniversary date thereof during the remainder of the Term. The Licensor shall have the right, but not the obligation, to revise the electrical power rate from time to time to compensate for increases in energy costs and the Licensee shall pay such increased rate.



## BELL CANADA

6. The Licensor and the Licensee confirm that the Attachments at the Site described herein are as follows (and detailed in the Schedule "A" attached herein):
- a) One (1) SRL210-C@58.00m; and
  - b) Two (2) bay spaces within the Licensor's compound to host eight (8) canisters and Licensee's paging system.
7. The Licensee shall bear all costs related to the installation, maintenance and operation of the Attachments at the Site, Building and Tower. Any modifications, additions or deletions required by the Licensee's installation, maintenance and operation of the Attachments at the Site, Building or Tower shall be carried out at the Licensee's expense, in accordance with the terms of this License, subject to the supervision of the Licensor and using contractors and engineers chosen by, or, alternatively, approved by the Licensor (as per the Licensor's current policy, subject to change from time to time), plus the Licensor's administration fee of 17%. During the term and at any time thereafter as required from time to time, the Licensee will reimburse the Licensor for any amount paid by the Licensor in respect of the installation, maintenance and operation of the Attachments, including but not limited to any structure analysis performed on the Site, Building or Tower in anticipation of the installation of the Attachments. The antenna heights stipulated (if any) are approximate, and this License shall not obligate the Licensor to install the antennas at the specified heights, if such installation would interfere with the Licensor's network, or any other existing installation.
8. In the event that the Licensee installs any additional Attachments at the Site or on the Tower, without the prior written approval of the Licensor as required by this License, in addition to any other rights the Licensor shall have pursuant to this License or at law including, without limitation, the right to cause the Licensee to immediately remove such Attachments and restore the Site or Tower, at the Licensee's sole cost, the Licensee shall be responsible for any additional License Fee charged by the Licensor plus the Licensor's administration fee of 17%, as determined by the Licensor in its sole discretion, and any applicable taxes including the Harmonized Sales Tax (HST) and any provincial sales tax with respect to any such additional Attachments installed at the Site, from and including the Commencement Date, notwithstanding the actual date that such additional Attachments were installed.
9. Notwithstanding anything else contained in this License to the contrary, the Licensor agrees that the Attachments will not become fixtures during the term of this License or any renewal thereof. Upon the expiry or sooner termination of this License, the Licensee shall remove all of its Attachments from the Site. The Licensee shall conduct such removal at its own cost without damaging the Licensor's property or the property of other licensees and shall leave the Site in a condition acceptable to the Licensor. If any such property should be damaged by the Licensee, the Licensee shall be responsible for the cost of repairing such damage as reasonably determined by the Licensor, plus the Licensor's administration fee of 17%. Any such removal shall be carried-out under the supervision of representatives of the Licensor and in such a manner so as not to interrupt the services of the Licensor or other licensees of the Site. Any property of the Licensee remaining on the Site ten (10) days after the expiry or sooner termination of this License shall be deemed to have been abandoned by the Licensee, and shall become the property of the Licensor or, at the Licensor's discretion, shall be removed from the Site at the Licensee's expense.
10. ~~In the event that the site is owned by the Ministry of Natural Resources and the Licensor is a ground tenant of the site, the Licensee shall pay during the Extended Term or any extension thereof, in addition to the License Fee set out above, an annual co-location fee ("MNR Co-location Fee") to the Licensor or, upon direction from the Licensor, directly to the Ministry of Natural Resources. The annual MNR Co-location Fee for the calendar year 2018, if applicable, is approximately Five Thousand Seven Hundred and Ninety Dollars (\$5,790.00). The MNR Co-location Fee shall increase annually and shall be in an amount equal to one hundred and three percent (103%) of the MNR Co-location Fee prevailing in the immediately preceding year.~~
11. *Paragraph 41* of the License with respect to notice to the Licensor and the Licensee shall be replaced with the following:

To the **Licensor**:

**Bell Canada (c/o Bell Mobility Inc.)**  
Attention: Manager National Co-location  
200 Bouchard BLV (SCS)  
Dorval (Québec) H9S 5X5  
Tel.: 1 (800) 707-6485  
Fax: (514) 420-8302  
E-mail: [colocation@bell.ca](mailto:colocation@bell.ca)

**BELL CANADA**

**With Payment address:**

**Bell Canada**  
**Special Billing Department**  
5115 Creekbank Rd.,  
(E2-M2) 2nd Floor West Tower  
Mississauga, Ontario, L4W 5R1

**To the Licensee:**

**Kawartha Lakes Fire Rescue Service**

**Attention: Fire Chief**  
9 Cambridge Street North  
Lindsay, ON, K9V 4C4  
Fax: (705) 878-3463

12. The Licensee agrees that it shall not register this Third License Renewal and Amending Agreement.
13. Except where inconsistent with the foregoing provisions of this Third License Renewal and Amending Agreement, all of the provisions of the License Agreement shall apply, mutatis mutandis, to this Third License Renewal and Amending Agreement. The parties hereto acknowledge, confirm and agree that, in all other respects, the terms of the License Agreement as amended by two (2) subsequent Agreements (attached hereby as *Schedule "B"*) remain in full force and effect, unchanged and unmodified.
14. Except as specifically stated in this Third License Renewal and Amending Agreement, any term which is defined in the License Agreement, shall, unless the context otherwise requires, have the same meaning when used in this Third License Renewal and Amending Agreement.
15. The parties agree to execute such further and other agreements from time to time as may be reasonably necessary in order to give effect to this Third License Renewal and Amending Agreement.
16. This Third License Renewal and Amending Agreement may be executed in several counterparts and delivered by facsimile or pdf copy, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.
17. It is an express condition of this Third License Renewal and Amending Agreement that the provisions of section 50 of the *Planning Act*, R.S.O. 1990, as amended, be complied with.
18. This Third License Renewal and Amending Agreement shall enure to and be binding upon the parties and their respective successors and assigns.
19. Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.
20. The provisions hereto shall be interpreted according to the laws of the Province of Ontario.
21. The invalidity or unenforceability of any provision of this Third License Renewal and Amending Agreement shall not affect the validity or enforceability of any other provision, but shall be deemed to be severable.

*[signature page follows]*



**BELL CANADA**

**IN WITNESS WHEREOF** the parties have duly executed this Third License Renewal and Amending Agreement as of the date first above written.

**BELL CANADA INC.**  
I/We have authority to bind the Corporation

**Per:** \_\_\_\_\_  
**Name:** **Annie Lombart**  
**Title:** National Co-location Manager  
Bell Mobilité – Real Estate Services  
Bell Canada Tower Portfolio Management  
  
**Date:** \_\_\_\_\_

**THE CORPORATION OF THE  
CITY OF KAWARTHA LAKES**  
I/We have authority to bind the Corporation

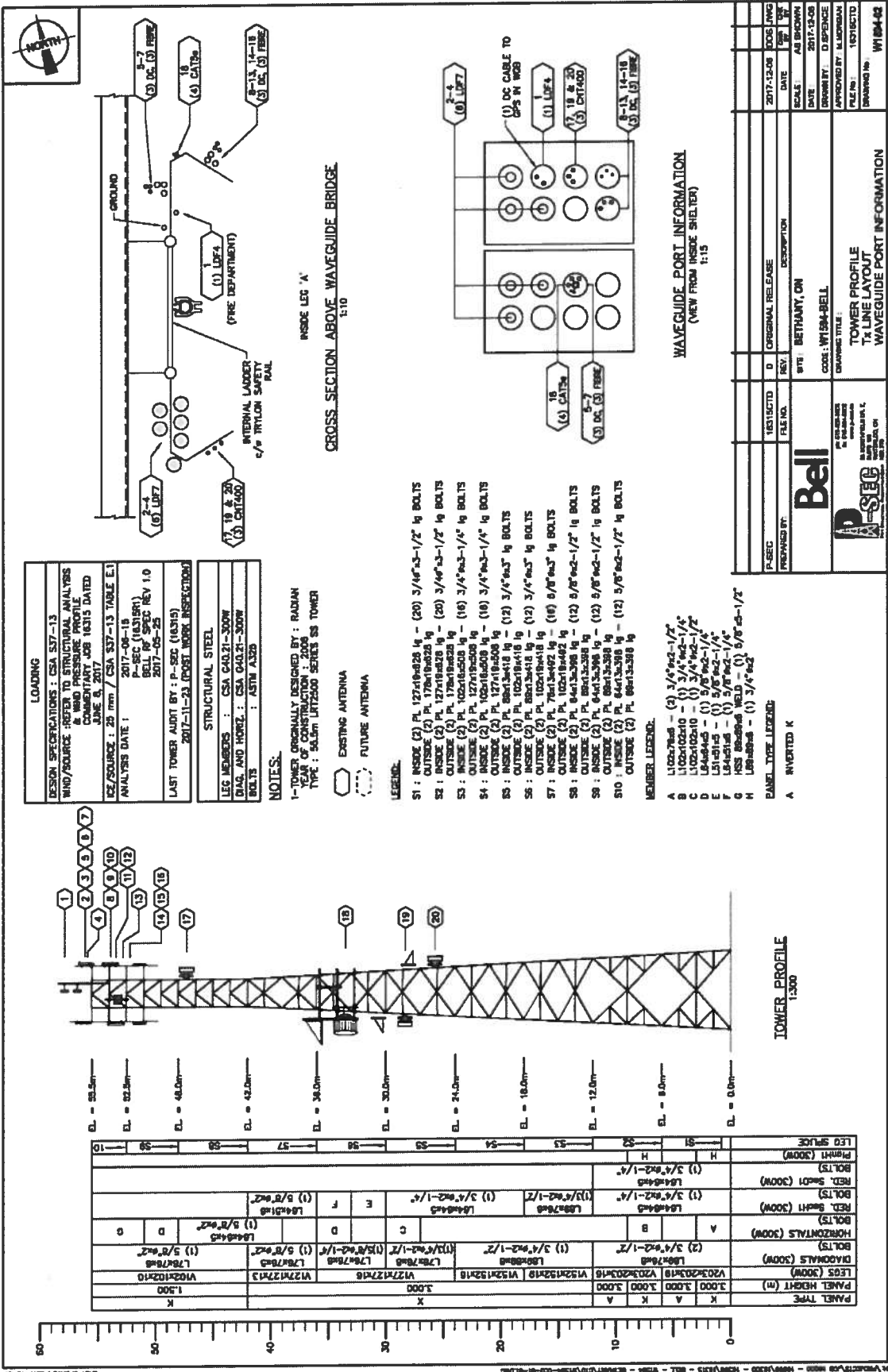
**Per:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
  
**Date:** \_\_\_\_\_

**Per:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
  
**Date:** \_\_\_\_\_

SCHEDULE "A"

Site Plan, Tower Profile and Antenna List  
Page 1/3

Date: Sept 21<sup>st</sup>, 2018







**BELL CANADA**

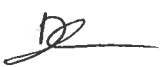
**SCHEDULE "B"**

**Other Terms and Conditions**

**Date: Sept 21<sup>st</sup>, 2018**

**Copies of previous Agreements:**

- 1. Z1413 - Kawartha Lakes@BellCanada - License – 20071003**
- 2. Z1413 - Kawartha Lakes@BellCanada - Lease Renewal Amending – 20110322**
- 3. Z1413 - Kawartha Lakes@BellCanada - License Renewal Amending – 20140129**





## LICENSE AGREEMENT

THIS LICENSE made in duplicate this ( ) day of , 2003.

BETWEEN:

**BELL CANADA**

A communication company having a registered office at 1050 Beaver Hall Hill, Montreal, Quebec H2Z 1S3, through its agent NEXACOR Realty Management Inc. located at 300 The East Mall, Suite 600, Toronto, Ontario, M9B 6B7 (hereinafter referred to as the "Licensor")

AND:

**CITY OF KAWARTHA LAKES**

(hereinafter referred to as the "Licensee")

WHEREAS the Licensor is the owner of a certain parcel of land described as Part of Lot 16, Concession 8, Township of Manvers, Ontario (hereinafter referred to as the "Site").

AND WHEREAS the Licensor has constructed a building on the Site (hereinafter referred to as the "Building")

AND WHEREAS the Licensor has erected a communications tower on the Site (hereinafter referred to as the "Tower").

AND WHEREAS the Licensee maintains or will obtain prior to the Commencement Date (as herein defined) a license pursuant to an agreement with the Department of Industry and/or the Canadian Radio-television and Telecommunications Commission to install, operate or occupy on the Licensor's Site, Building or Tower, as the case may be, for broadcasting or transmission purposes, the Attachments (as herein defined).

AND WHEREAS the Licensor reserves the right to make modifications to the Site, Building and Tower and to reconfigure, relocate or multiplex from time to time in its discretion the antennas and equipment located there, including the Attachments as herein defined, in whole or in part, in accordance with the terms of this License.

THIS LICENSE WITNESSETH that in consideration of the covenants and obligations contained herein, it is agreed by and between the parties hereto as follows:

### LICENSE

1. The Licensor grants to the Licensee a license to install, maintain and operate the antennas and equipment listed in Schedule "A" at the Site, on the Tower or in the Building, as the case may be (such antennas and equipment being referred to as the "Attachments") and to use that space within the Building as identified in Schedule "A" for the purpose of telecommunications, as defined in the *Telecommunications Act* (Canada) and the *Broadcasting Act* (Canada). Any additional use by the Licensee in relation to the Site, Building or Tower is prohibited without the prior written consent of the Licensor, such consent not to be unreasonably withheld.

### TERM

2. This License is for a term of five (5) years (the "Term"), commencing on the latest of (i) the first day of the first full month following the date on which the Attachments are installed by the Licensee; or (ii) September 1, 2003 (the "Commencement Date").
3. Intentionally Deleted.

### LICENSE FEE

4. In consideration of the License granted, and without prior demand, the Licensee shall pay to the Licensor during:
  - a) the first year of the Term an annual license fee ("License Fee") of four thousand five hundred dollars (\$4,500.00); and

- b) the second to fifth years of the Term a License Fee of six thousand six hundred dollars (\$6,600.00).

The License Fee and any applicable taxes including the Goods and Services Tax and any provincial sales taxes shall be paid annually in advance on the Commencement Date and on each subsequent anniversary thereof in each and every year during the Term.

5. The Licensee shall pay all taxes, rates, fees, licenses and assessments of every description, which may at any time be charged or imposed during the Term by an authority in respect of the License granted. Where said taxes, rates, fees, licenses and assessments are paid by the Licensor, the Licensee shall reimburse to the Licensor the amount paid in respect thereof. Notwithstanding the above, the Licensee shall not be responsible to pay for any municipal taxes or school taxes or levies which may be charged or imposed during the Term by an authority in respect of the License granted, nor shall the Licensee be responsible for any costs of electricity related to the Attachments..

#### **ASSIGNMENT**

6. The Licensee shall not assign, transfer, sub-license or otherwise dispose of, or encumber this license granted herein in whole or in part without obtaining the prior written consent of the Licensor, which consent may be arbitrarily withheld. Any assignment, transfer, sub-license or other disposition or encumbrance to this license consented to by the Licensor shall require an amendment to this License which shall set out any changes to the Attachments.

#### **ACCESS**

7. The Licensor grants to the Licensee, its agents, employees or contractors, subject to the security requirements of the Licensor, all rights of access, twenty-four (24) hours a day, seven (7) days a week to the Site, and such other rights as are necessary to enable the Licensee to install, maintain and operate the Attachments. The Licensor shall provide to the Licensee a separate door code to ensure access to the Site. In any event where the Licensee anticipates entering or exiting the Site, the Licensee shall provide prior notice to Nexacor Realty Management, as directed.
8. The aforesaid right of access shall be exercised at the sole risk of the Licensee herein. Particularly, the Licensor shall bear no responsibility or liability for loss or damage to persons or property of the Licensee relating to use of the access road to the Site.
9. At the commencement of the term the Licensee shall provide the Licensor with a list of names of persons who will be attending on the Site on its behalf, whether as officer, agent, employee or contractor, and shall advise the Licensor in writing of any amendments that should, from time to time, be made to the said list.

#### **RULES AND REGULATIONS**

10. The Licensee shall comply with any rules and regulations that may, from time to time, be drawn up and promulgated by the Licensor to govern the use of the Site.

#### **OBLIGATIONS OF THE LICENSEE**

11. The Licensee shall have specifications for all work to be carried out under this License pre-approved by the Licensor's Radio Design group and the Licensor's applicable Real Estate Project Manager – Towers.
12. Save as otherwise provided in this License, the Licensee shall bear all costs related to the installation, maintenance and operation of the Attachments on the Site, Building or Tower. Any modifications required by the Licensee's installation, maintenance and operation of Attachments on the Site, Building or Tower shall be carried out at the Licensee's expense, subject to the supervision of the Licensor and using contractors and engineers chosen by, or, alternatively, approved by the Licensor. On the Commencement Date, the Licensee will reimburse the Licensor for any amount paid by the Licensor in respect of the installation, maintenance and operation of the Attachments.

Notwithstanding the foregoing, the Licensor expressly waives the necessity of any structure analysis performed on the Site, Building or Tower in anticipation of the installation of the Attachments.

13. The Licensee shall obtain all necessary permits, licenses and consents from any applicable authority, including, but not limited to the Canadian Radio-television and Telecommunications Commission and Industry Canada, required to carry out the installation, maintenance and operation of the Attachments on the Site, Building or Tower and shall pay all fees required to obtain same.
14. Intentionally Deleted.
15. The Licensee shall maintain its Attachments in a good and safe state of repair and in a clean and orderly condition.
16. The Licensee shall notify the Licensor promptly of, and shall repair and make good at its expense promptly upon demand by the Licensor, any damage whatsoever caused to the Licensor's property or that of any other licensee if caused by the Licensee's act or omission or that of any of its officers, employees, agents, contractors or invitees or reasonably attributable to the Attachments.
17. The Licensee shall not permit any lien to be filed against the Site or any improvements thereon by reason of work, labour, services or materials, supplied or claimed to have been supplied to the Licensee or anyone holding any interest in any part of, through or under the Licensee.
18. The Licensee shall use the Site in compliance with all applicable laws, by-laws, rules and regulations of the appropriate jurisdictions pertaining to the environment, health, welfare and occupational safety.
19. The Licensee shall under no circumstances climb or cause the Tower to be climbed without first obtaining the prior written approval of the Licensor's Engineer. Such approval shall only be given in respect of qualified Tower riggers and may require the Licensee, its employees or its contractors to produce satisfactory evidence of workers' compensation coverage or any additional comprehensive general liability insurance that may reasonably be required by the Licensor. Notwithstanding the approval of the Licensor's Engineer, the Licensor shall not be liable, and the Licensee undertakes to indemnify the Licensor, for any loss, damage or injury including death that may be suffered by the Licensee, its employees or its contractors in this regard.
20. For the purpose of this License the following terms shall have the following meanings:

"Hazardous Substance" shall mean any Contaminant (as defined below) and includes any pollutant, dangerous substance, liquid waste, industrial waste, hauled liquid waste, toxic substance, hazardous waste, hazardous material, or hazardous substance as defined in or pursuant to any Environment Law, Regulation or Order (as defined below);

"Contaminant" shall mean any solid, liquid, gas, odour, heat, sound, vibration, radiation or combination of any them resulting directly or indirectly from activities that may affect the quality of the natural environment (including air, soils, water and groundwater) or any use that can be made of it, or that may cause injury, impairment or material discomfort to any person;

"Environmental Law" shall mean any applicable federal, provincial, municipal or local law, statute, ordinance, by-law or doctrine of the common law in effect on the date hereof relating to the environment, occupational health and safety, product liability or transportation, including, without limitation the Canadian Environmental Protection Act, the Environmental Protection Act (Ontario), Ontario Water Resources Act and the Occupational Health and Safety Act (Ontario);

"Regulation" shall mean any rule, regulation or the like promulgated under or pursuant to any Environmental Law;

"Order" shall mean any order, direction, decision, or the like rendered by any government authority or administrative or regulatory agency, pursuant to any Environmental Law;

The Licensee shall not bring or permit to be brought onto the Site any Hazardous Substance, unless such substance is, in the opinion of the Licensor, essential to the continuation of this License. The Licensee shall obtain the prior written approval of the Licensor to bring any such Hazardous Substance deemed to be essential to the continuation of this License on to the Site. The Licensee shall remove at its own expense any such Hazardous Substance from the Site at the termination of this License. All transportation, storage, handling and use of such Hazardous Substances, to, from and on the Site, shall be in compliance with all the applicable laws, by-laws and regulations for the transportation, handling and use of such Hazardous Substances.

21. In the event that the Site is contaminated or polluted by any action or omission of the Licensee, its employees, agents, contractors or invitees, the Licensee shall immediately notify the Licensor and any governmental department or agency as may be required in law, of such pollution or contamination. The Licensee shall immediately undertake at its own expense any work that is required to contain the contamination or pollution. The Licensee shall forthwith conduct or have conducted at its own expense any environmental audit that may be required by the Licensor and any appropriate government department or agency, which shall include an estimate of the scope of the work required to eliminate the contamination or pollution caused by the Licensee, its employees, agents, contractors or invitees. Upon acceptance of the said environmental audit by the Licensor and any appropriate government department or agency, the Licensee shall immediately undertake the work that may be required to eliminate the said contamination or pollution, at its own expense, to the satisfaction of the Licensor and the appropriate government department or agency.

#### **MUTUAL COVENANTS**

The Licensor and the Licensee further agree as follows:

22. The Licensor may require the Licensee to relocate all or some of the Attachments or the space located in the Building during the Term at the Licensee's cost unless the Licensor determines otherwise.
23. The Licensee and the Licensor shall co-operate with each other and with any and all other licensees of the Site, Building or Tower in testing and carrying out any modification that may be necessary to insure proper functioning of all services using the Site, Building or Tower, as the case may be, and the covenant of the Licensee hereunder shall be deemed to enure not only to the benefit of the Licensor but also to the benefit of all other present or future licensees of the Site, Building or Tower from time to time. The Licensor in contracting with any other party who seeks to participate in the use of the Site, Buildings and the Tower shall exact from such party substantially the same covenant as is contained in this paragraph, which covenant shall be expressly stated to be for the benefit of all the other licensees of the Site, Buildings and the Tower at such time and from time to time thereafter.

#### **RECOVERY OF COSTS OF COMPLIANCE WITH LAW OR STANDARD**

24. As used in the following paragraphs, "standard" means any standard, guideline, or norm relating to facilities such as the Site, Building and Tower, or use of same, and issuing from the Canadian Standards Association or any other governmental or private source generally recognized by the Licensor as authoritative.
25. In the event that the replacement or modification of all or part of the equipment on the Site belonging to the Licensor becomes necessary in order for the Site, Building or Tower to comply with a statute, regulation or standard coming into effect after the date of this License, the Licensee shall pay to the Licensor its portion of the cost of such necessary work, as reasonably determined by the Licensor.
26. Any amount payable under the above paragraph is due immediately on receipt by the Licensee of:

- a) a copy of the law, regulation or standard in question;
- b) notice that the necessary work has been carried out; and
- c) a detailed invoice setting out the cost of the necessary work.

#### **PROTECTION OF WORKERS**

- 27. In the event that the Licensor requires any employee or agent to perform any work on the Site within a 3 meter (10 foot) radius of or otherwise in an area near or above the Attachments, then the Licensor may give to the Licensee 48 hours prior notice to, in the Licensor's discretion, either shut off or reduce the power to its Attachments until the Licensor has completed the work and has so notified the Licensee that the work has been completed.
- 28. Notice of any such work referred to above shall be given to the Licensee at the telephone number which the Licensee directs in writing to the Licensor. The Licensee shall make all possible efforts to keep the telephone number listing as current as possible. In the event that the Licensor is unable to contact the Licensee by the listed telephone number then the Licensor shall give three (3) days prior written notice and in the event of an emergency the Licensor may give notice after the event.

#### **INTERFERENCE**

- 29. In the event that the Licensee's use of the Site, Building or Tower causes any transmission problem to the Licensor or to any customer of the Licensor, then such transmission problem shall be resolved to the satisfaction of the Licensor by the Licensee at its own expense as soon as possible. In the event that such transmission problem is not so resolved by the Licensee within eight (8) hours and if the Licensee is not able to provide a solution to the satisfaction of the Licensor, then the Licensor may disconnect the Licensee's Attachments at the expense of the Licensee and this License shall come to an end and neither party shall have any continuing rights or obligations to each other save and except for the Licensee's obligation to remove and repair set forth in section 37 of this License. The Licensee shall only be permitted to reconnect such Attachments when the Licensor is satisfied that such Attachments will not cause any such transmission problem.

#### **RELEASE OF LIABILITY AND INDEMNIFICATION**

- 30. The Licensee agrees with the Licensor that the Licensor shall not be responsible for any injury to any person (including death) or for any loss of or damage to any property or equipment belonging to or used by the Licensee or to employees or invitees of the Licensee while such property is in or about the Site, Tower, Building, and access road, unless such loss or damage is caused by the gross negligence or misconduct of the Licensor and the Licensee hereby so releases the Licensor from all liabilities, fines, suits, claims, demands, costs and actions of any kind or nature whatsoever to which the Licensor might otherwise be liable for in that regard. The Licensee shall make good immediately upon demand by the Licensor any damage whatsoever caused to the Site, Building or Tower, including any equipment thereon, by the negligence, intentional acts or omissions of the Licensee or of any of its agents, contractors, employees, servants, licensees, concessionaires or invitees, or reasonably attributable to the Attachments.
- 31. The Licensee shall indemnify and save harmless the Licensor, its agents, contractors, employees, servants, licensees, concessionaires or invitees from any and all liabilities, fines, suits, claims, demands, costs and actions of any kind or nature whatsoever arising out of:
  - a) Any breach, violation or non-performance of any covenants, condition or agreement in this License set forth and contained on the part of the Licensee to be fulfilled, kept, observed and performed;
  - b) Any damage to the Site, Building or Tower, including any equipment thereon occasioned by the Licensee's use thereof as permitted herein;

- c) Any injury to any person or persons, including death, resulting at any time from the negligence of the Licensee, its officers, employees, agents, contractors or invitees occurring in or about Site, Building or Tower or any areas adjacent thereto;
- d) Any damage to property or injury to any person or persons, including death, occasioned by the Licensee doing or suffering to be done on the Site, Building or Tower anything under its control that may be a nuisance at law, provided that nothing herein contained shall be construed, interpreted or deemed to be an authorization by the Licensor for the Licensee doing or suffering to be done on the Site, Building or Tower anything that may be a nuisance at law; and
- e) Any pollution or contamination of the Site caused by any act or omission of the Licensee its officers, employees, agents, contractors or invitees.

In case the Licensor, without actual fault on its part, is made a party to any litigation commenced by or against the Licensee, the Licensee shall protect and hold the Licensor harmless, from, and shall pay all costs, expenses and legal fees incurred or paid by the Licensor in respect of such litigation. Such indemnification is in respect of all liabilities, fines, suits, claims, demands, costs and actions of any kind or nature whatsoever to which the Licensor might otherwise be liable for in that regard.

- 32. Any and all releases of liability and indemnifications in this License made by the Licensee shall survive the expiration or earlier termination of this License, anything to the contrary in this License notwithstanding.

#### **INSURANCE**

- 33. The Licensee shall take out and keep in force during the term of this license, property damage and general liability insurance in such amount or amounts as may be determined from time to time by the Licensor, and in form satisfactory to the Licensor, and with insurers acceptable to the Licensor which insurance shall include the Licensor as a named insured. The public and general liability insurance in no event shall be for an amount less than Three Million Dollars (\$3,000,000.00) per occurrence or less than the Licensor may from time to time specify. Certificates for each insurance policy shall forthwith upon execution of this license be delivered to the Licensor. Each certificate aforesaid shall contain the insurers undertaking to notify the Licensor in writing at least ten (10) days prior to any cancellation or modification of insurance.
- 34. Licensee agrees that if the Licensee fails to take out or to keep in force such insurance, the Licensor may do so and pay the premium therefore and in such event the Licensee shall repay on demand to the Licensor the amount paid as premium, plus an administrative charge of Fifteen per cent (15%) of the amount paid as premium.

#### **INTERRUPTION**

- 35. Save and except the obligation of the Licensee to pay, failure by either party to perform or observe any covenant, undertaking, obligation or condition herein stipulated on such party's part to be performed or observed shall not give the other party any claim against such party, or be deemed a breach of this License, insofar as such failure arises from Force Majeure, "Force Majeure" means any act of God; inevitable accident; fire; lockout, strike or other labour dispute; riot or civil commotion; political controversy; act of public enemy; law enactment, regulation, rule, order or act of government or governmental instrumentality (whether federal, provincial, local, foreign or other); failure of technical facilities; or other cause of a similar or different nature beyond the Licensee's or the Licensor's control or that of any major supplier of facilities or services to either party.

#### **DESTRUCTION**

- 36. Should any of the Site, Building or Tower be damaged in whole or in part by whatever cause, the Licensor shall determine whether (i) the Site, Building or Tower can continue to be used by the Licensee for the purposes contemplated by this License, in which case the Licensee will continue to use the Site, Building or Tower for those same purposes, or (ii) the Site, Building or Tower would require repair prior to the Licensee resuming use

thereof. If the Licensor determines that repair would be required, the Licensor may elect to either (i) repair the Site, Building or Tower or (ii) terminate this License.

#### **TERMINATION**

37. The Licensor agrees that the Attachments will not become fixtures during the Term. Upon the expiry or sooner termination of this License the Licensee shall remove all its Attachments from the Site. The Licensee shall conduct such removal at its own cost without damaging the Licensor's property or the property of other licensees and shall leave the Site in a condition acceptable to the Licensor. If any such property should be damaged by the Licensee, the Licensee shall be responsible for the cost of repairing any such damage as reasonably determined by the Licensor. Any such removal shall be carried out under the supervision of representatives of the Licensor and in such a manner so as not to interrupt the services of the Licensor or other licensees of the Site. Any property of the Licensee remaining on the Site Ten (10) days after the expiry or sooner termination of this License shall be deemed to have been abandoned by the Licensee, and shall become the property of the Licensor or, at the Licensor's discretion, shall be removed from the Site at the Licensee's expense.
38. In the event that during the Term the Licensee ceases to hold the required approval from the Department of Communications and/or the Canadian Radio-television and Telecommunications Commission to operate at the Site, the Licensee shall cease transmitting forthwith and remove its equipment immediately from the Site at its own cost and this License shall terminate as of the date of removal of the last of the Licensee's installations and equipment from the Site.
39. In the event that during the Term (i) the Licensor ceases its own operations at the site; (ii) the Site, Building or Tower become, in the sole opinion of the Licensor, structurally or technologically unsafe, unsound or redundant; or (iii) the Licensor requires the Site for its own use, such that the Attachments cannot be reasonably relocated anywhere on the Site, then the Licensor may terminate the License on three (3) months prior written notice to the Licensee.
40. In the event that during the Term all or a substantial portion of the Site is taken by any lawful power or authority by expropriation, the Licensor may terminate this License in its entirety or only insofar as it affects the expropriated part of the Site.

#### **DEFAULT**

41. In the event that the Licensee shall fail to perform any of the covenants or its obligations under or in respect of this License having been given fifteen (15) days written notice of such default, then the Licensor, may do any one or a combination of the following:
  - a) terminate this License without further notice;
  - b) prevent the Licensee from using the Site, Building or Tower for the purposes of transmitting, broadcasting or otherwise providing its services; or
  - c) perform or cause to be performed any of such covenants or obligations or any part thereof at the Licensee's expense, the amount of which expense shall be deemed to be the cost incurred by the Licensor plus an administrative charge of Fifteen per cent (15%) of that cost.
42. Should this License or any of the rights deriving from it, or any of the Attachments be seized in execution or attachment and which has not been discharged within Thirty (30) days or should the Licensee make any assignment for the benefit of creditors or any bulk sale, or should the Licensee become bankrupt or allow any steps to be taken or suffer any order to be made for its liquidation or the winding-up of its corporate existence, then in any such event the Licensor may choose to terminate this License by notice in writing of such termination and thereupon, full payment of the license fee payable for the current month and the next ensuing Three (3) months shall immediately become due and be paid by the Licensee, and the Licensee shall immediately remove the installation and all of its equipment from the Tower, Building and Site.

#### **NO TENANCY, AGENCY, PARTNERSHIP OR RIGHTS CREATED**

43. Nothing contained herein shall be deemed or construed by the parties as creating the relationship of principal and agent, lessor and lessee, or of partnership or of joint venture between the parties, it being understood and agreed that none of the provisions contained herein, nor any acts of the parties shall create any relationship between the parties other than that of licensor and licensee.

#### **NOTICE**

44. Any notice which is required to be given under the terms of this License may be effectively given by the parties hereto if personally delivered to the Licensor at NEXACOR Realty Management Inc. at 87 Ontario Street West, 2<sup>nd</sup> Floor, Montreal, PQ H2X 1Y8, fax: (514) 840-8404, attn: Director, Realty Transactions and Director, Lease Administration, with a copy to BELL CANADA, Real Estate Services, 87 Ontario Street West, 2<sup>nd</sup> Floor, Montreal, PQ H2X 1Y8, fax: (514) 391-3990, attn: General Manager – Asset and Account Management and to the Licensee at 180 Kent Street West, P.O. Box 630, Lindsay, Ontario, K9V 2Y6, fax: 705-878-3463, attn: Don Mitchell, Assistant Chief. Any notice shall be deemed to be effectively given on the date of personal delivery or on expiration of the Fifth (5<sup>th</sup>) day following the day on which such mailing was effected, except in the case of postal interruption when personal service only shall be effective.

#### **SUCCESSORS**

45. This License and the covenants and obligations herein contained shall enure to the benefit of and be binding upon the Licensor, its successors and assigns and shall be binding upon the Licensee, its successors and permitted assigns.

#### **GENERAL PROVISIONS**


46. This License may only be amended in writing executed by both parties hereto and attached as an Addendum to an executed copy of this License.
47. Any condoning, excusing or overlooking by the Licensor of any default, breach or non-observance of any covenant, proviso or condition of this License does not operate as a waiver of the Licensor's rights hereunder in respect of any subsequent defaults, breaches or non-observances and does not defeat or affect in any way the rights of the Licensor herein in respect of any subsequent defaults, breaches or non-observances.
48. There will be no tacit renewal of this License. If the Licensee does not remove all of the Attachments from the Site, Building or Tower, as the case may be, prior to the termination of the Term without the execution and delivery of a new license or a written exercise of the option to renew, the Licensee will be subject to a month to month license at a monthly license fee payable in advance on the first day of each month equal to one-sixth of the rental payment for the year immediately preceding and shall be subject to all terms and conditions of this License, except that the License shall be from month to month without any right of renewal.
49. The Licensee agrees that it shall not register this License.
50. The parties acknowledge that this License does not grant any interest, whether legal or equitable, to the Licensee in or to any real or personal property of the Licensor.
51. All agreements, covenants and indemnifications in this License made by the Licensee shall survive the expiration or earlier termination of this License, anything to the contrary notwithstanding.
52. The parties acknowledge that the headings throughout this License form no part of the License itself, and are wholly without legal significance.
53. This License shall be interpreted in accordance with the laws of the Province of Ontario.



IN WITNESS WHEREOF the parties have duly caused this License to be executed.

**FOR THE LICENSOR**

**BELL CANADA**


 03 10 07  
\_\_\_\_\_  
Title DOUGLAS C. BLACK  
Regional Manager - Asset Planning

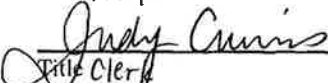
\_\_\_\_\_  
Title

We have authority to bind the corporation.

**FOR THE LICENSEE**

**CITY OF KAWARTHA LAKES**

  
\_\_\_\_\_  
Title Mayor

  
\_\_\_\_\_  
Title Clerk

We have authority to bind the corporation.

::ODMA\PCDOCS\CCT\4490162

**SCHEDULE "A"**  
**ATTACHMENTS**

1. One (1) SRL210C-4 antenna;
2. One (1) AC fuse to be assigned.

**BUILDING SPACE**

1. Two (2) bay spaces within the Building

## LICENSE CONFIRMING AND AMENDING AGREEMENT

Township of Manvers, City of Kawartha Lakes, Ontario, L.C. NBC332014

THIS AGREEMENT is made as of the 22<sup>nd</sup> day of March, 2011  
21<sup>st</sup> day of May, 2009.

*[Handwritten signatures]*

BETWEEN:

BELL CANADA

(the "Licensor")

- and -

CITY OF KAWARTHA LAKES

(the "Licensee")

### BACKGROUND TO THIS LICENSE CONFIRMING AND AMENDING AGREEMENT

- A. By a license agreement dated in 2003 between Bell Canada and the Licensee (the "License") in respect of a certain antennas and equipment (the "Attachments") located at a certain site, building and tower located at Part of Lot 16, Concession 8, Township of Manvers, Province of Ontario, as more particularly described therein, the Licensor provided to the Licensee a license to install, maintain and operate the Attachments at such site, building and tower.
- B. The Licensee has requested to extend the term of the License for a further term of five (5) years from September 1, 2008 up to and including August 31, 2013 and the Licensor and the Licensee have agreed upon the license fee payable and other terms respecting such extension.

**NOW, THEREFORE**, in consideration of the sum of TEN DOLLARS (\$10.00) and other consideration now paid by each party to the other, the receipt and sufficiency of which are acknowledged, the Licensor and the Licensee agree as follows:

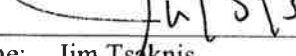
1. The License, as it is being amended and extended as described above, is referred to in this License Confirming and Amending Agreement as the "License".
2. The Term of the License has been extended for five (5) years for the period commencing September 1, 2008 up to and including August 31, 2013 (the "Renewal Term").

3. The Licensee shall pay to the Licensor during the Renewal Term an annual license fee (the "License Fee") of Five Thousand, Eight Hundred Dollars (\$5,800.00). The License Fee and any applicable taxes including the Goods and Services Tax and any provincial sales taxes shall be paid annually in advance commencing on the 1<sup>st</sup> day of September, 2008, and, thereafter, on each and every anniversary thereof during the Renewal Term.
4. The Licensor and the Licensee confirm that the Attachments at the Site include:
  - (a) One (1) SRL210-C; and
  - (b) Two (2) bay spaces within the Licensor's compound to host 8 canisters and the Licensee's paging system.
5. The Licensor grants to the Licensee the right to obtain electrical power services from the Licensor's panel required for the Attachments or any other purpose in connection with the Licensee's use of the Site, Building or Tower at the rate of Five Hundred Dollars (\$500.00) per annum, which sum and any applicable taxes including the Goods and Services Tax and any provincial sales taxes shall be payable annually, in advance, commencing on the 1<sup>st</sup> day of September, 2008, and, thereafter, on each and every anniversary thereof during the Renewal Term. The Licensor shall have the right, but not the obligation, to revise the electrical power rate from time to time to compensate for increases in energy costs and the Licensee shall pay such increased rate.
6. In the event that the Licensee installs any additional Attachments at the Site or on the Tower, other than as specifically listed above, without the prior written approval of the Licensor as required by this License, in addition to any other rights the Licensor shall have pursuant to this License or at law including, without limitation, the right to cause the Licensee to immediately remove such Attachments and restore the Site or Tower, at the Licensee's sole cost, the Licensee shall be responsible for any additional License Fee charged by the Licensor, as determined by the Licensor in its sole discretion, and any applicable taxes including the Goods and Services Tax and any provincial sales tax with respect to any such additional Attachments installed at the Site, from and including the commencement date, notwithstanding the actual date that such additional Attachments were installed. The antenna heights stipulated (if any) are approximate, and this License shall not obligate the Licensor to install the antennas at the specified heights, if such installation would interfere with the Licensor's network, or any other existing installation.
7. Except as specifically amended by the terms, covenants and agreements of this License Confirming and Amending Agreement, all covenants, conditions and agreements as reserved and contained in the License are hereby ratified and confirmed. The parties agree to execute such further and other agreements from time to time as may be reasonably necessary in order to give effect to this License Confirming and Amending Agreement.

8. The remaining terms and conditions of the License shall remain in full force and effect, unamended.
9. This License Confirming and Amending Agreement shall enure to and be binding upon the parties and their respective successors and assigns.

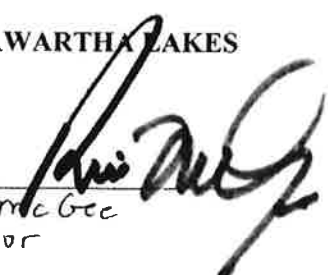
The Licensor and the Licensee have executed this Agreement.


**BELL CANADA**

Per:   
Name: Jim Tsaknis  
Title: Regional Director,  
Strategic Asset Planning

I have authority to bind the Corporation

**CITY OF KAWARTHA LAKES**

Per:   
Name: Ric McGee  
Title: Mayor

Per:   
Name: JUDY CURRINS  
Title: CITY CLERK.

I/We have authority to bind the Corporation

::ODMA\PCDOCS\TORO\4087631\1



## **LICENSE CONFIRMING AND AMENDING AGREEMENT**

**THIS AGREEMENT** is made as of the 29<sup>th</sup> day of January, 2014.

**BETWEEN:**

**BELL CANADA**

(the "Licensor")

- and -

**CITY OF KAWARTHA LAKES**

(the "Licensee")

### **BACKGROUND TO THIS LICENSE CONFIRMING AND AMENDING AGREEMENT**

- A. By an agreement dated October 7, 2003 between the Licensor and the Licensee (the "License") in respect of a certain parcel of land described as Part of Lot 16, Concession 8, Township of Manvers, in the Province of Ontario, and as more particularly described therein (the "Site"), the Licensee was granted a license to install, maintain and operate the Attachments at the Site as more particularly set out in the License and on the terms set out therein for a term expiring on August 31, 2008.
- B. By a License Confirming and Amending Agreement dated March 22, 2011 between the Licensor and the Licensee the term of the License was extended for a further period of five (5) years, commencing September 1, 2008 up to and including August 31, 2013 on the term as set out therein.
- C. The Licensee has requested to extend the term of the License for five (5) years commencing September 1, 2013 up to and including August 31, 2018 and the Licensor and the Licensee have agreed upon the license fee payable and other terms respecting such extension.

**NOW, THEREFORE**, in consideration of the sum of TEN DOLLARS (\$10.00) and other consideration now paid by each party to the other, the receipt and sufficiency of which are acknowledged, the Licensor and the Licensee agree as follows:

1. The parties hereto hereby acknowledge, confirm and agree that the foregoing recitals are true in substance and in fact.
2. The License as it is being amended and extended as described above, is referred to in this Agreement as the License.
3. The Licensor and the Licensee hereby acknowledge and agree that the term of the License has been extended for five (5) years, commencing September 1, 2013 up to and including August 31, 2018 (the "Renewal Term").
4. The Licensor and the Licensee confirm and agree that the annual License Fee payable for the Renewal Term shall be Six Thousand, Three Hundred Dollars (\$6,300.00) together with any applicable taxes, including the HST and any provincial sales taxes, to be payable annually, in advance, commencing on the 1<sup>st</sup> day of September 2013 and on the anniversary date thereof during the remainder of the Renewal Term.
5. The Licensor grants to the Licensee the right to obtain electrical power services from the Licensor's panel required for the Attachments or any other purpose in connection with the Licensee's use of the Site, Building or Tower at the rate of Five Hundred Dollars (\$500.00) per annum, which sum together with any applicable taxes including the HST and any provincial sales taxes shall be payable annually, in advance, commencing on the September 1, 2013 and on the anniversary date thereof during the remainder of the Term. The Licensor shall have the right, but not the obligation, to revise the electrical power rate from time to time to compensate for increases in energy costs and the Licensee shall pay such increased rate.
6. The Licensee shall bear all costs related to the installation, maintenance and operation of the Attachments at the Site, Building and Tower. Any modifications, additions or deletions required by the Licensee's installation, maintenance and operation of the Attachments at the Site, Building or Tower shall be carried out at the Licensee's expense, in accordance with the terms of this License, subject to the supervision of the Licensor and using contractors and engineers chosen by, or, alternatively, approved by the Licensor (as per the Licensor's current policy, subject to change from time to time), plus the Licensor's administration fee of 17%. During the term and at any time thereafter as required from time to time, the Licensee will reimburse the Licensor for any amount paid by the Licensor in respect of the installation, maintenance and operation of the Attachments, including but not limited to any structure analysis performed on the Site, Building or Tower in anticipation of the installation of the Attachments. The antenna heights stipulated (if any) are approximate, and this License shall not obligate the Licensor to install the antennas at the specified heights, if such installation would interfere with the Licensor's network, or any other existing installation.
7. In the event that the Licensee installs any additional Attachments at the Site or on the Tower, without the prior written approval of the Licensor as required by this License, in addition to any other rights the Licensor shall have pursuant to this License or at law including, without limitation, the right to cause the Licensee to immediately remove such



Attachments and restore the Site or Tower, at the Licensee's sole cost, the Licensee shall be responsible for any additional License Fee charged by the Licenser plus the Licenser's administration fee of 17%, as determined by the Licenser in its sole discretion, and any applicable taxes including the Harmonized Sales Tax (HST) and any provincial sales tax with respect to any such additional Attachments installed at the Site, from and including the Commencement Date, notwithstanding the actual date that such additional Attachments were installed.

8. Notwithstanding anything else contained in this License to the contrary, the Licenser agrees that the Attachments will not become fixtures during the term of this License or any renewal thereof. Upon the expiry or sooner termination of this License, the Licensee shall remove all of its Attachments from the Site. The Licensee shall conduct such removal at its own cost without damaging the Licenser's property or the property of other licensees and shall leave the Site in a condition acceptable to the Licenser. If any such property should be damaged by the Licensee, the Licensee shall be responsible for the cost of repairing such damage as reasonably determined by the Licenser, plus the Licenser's administration fee of 17%. Any such removal shall be carried out under the supervision of representatives of the Licenser and in such a manner so as not to interrupt the services of the Licenser or other licensees of the Site. Any property of the Licensee remaining on the Site ten (10) days after the expiry or sooner termination of this License shall be deemed to have been abandoned by the Licensee, and shall become the property of the Licenser or, at the Licenser's discretion, shall be removed from the Site at the Licensee's expense.
9. Paragraph 41 of the License with respect to notice to the Licenser shall be deleted and replaced with the following:

Every notice required or permitted to be given hereunder shall, save as otherwise hereinbefore specifically provided, be in writing to the party for whom it is intended, delivered personally or by prepaid registered mail or by telecopier with a copy sent by mail at the following addresses:

to the Licensee:      Kawartha Lakes Fire Rescue  
                             9 Cambridge Street North  
                             Lindsay, ON K9V 4C4

Attention:              Fire Chief

Telecopier:            (705) 878-3463

to the Licenser:      c/o Nexacor Realty Management Inc.  
                             87 Ontario Street West, Suite 200  
                             Montreal, QC H2X 0A7

Attention:              Director, Realty Transactions; and  
                             Director, Lease Administration

Telecopier: (514) 840-8404

With a copy to:

Bell Canada  
Real Estate Services  
1 Carrefour Alexander-Graham-Bell  
Building E, Ground Floor  
Verdun, Quebec  
H3E 3B3

Attention: Senior Asset Manager – Bell Real Estate Services

Telecopier: (514) 840-8404

The date of receipt of any such notice shall, if delivered personally or by messenger, be the date of delivery or if sent by telecopier, the first (1<sup>st</sup>) business day after sending thereof. Any party may from time to time change its address, telecopier number and/or the name of the person indicated as addressee by notice to the other party given as hereinabove set forth.

10. In the event that the Site is owned by the Ministry of Natural Resources and the Licensor is a ground tenant of the Site, the Licensee shall pay during the term or any extension thereof, in addition to the License Fee set out above, an annual co-location fee ("MNR Co-location Fee") to the Licensor or, upon direction from the Licensor, directly to the Ministry of Natural Resources. The annual MNR Co-location Fee for the calendar year 2014, if applicable, is approximately Five Thousand, One Hundred and Forty Dollars (\$5,140.00). The MNR Co-location Fee shall increase annually and shall be in an amount equal to one hundred and three percent (103%) of the MNR Co-location Fee prevailing in the immediately preceding year
11. Except as specifically amended by the terms, covenants and agreements of this Agreement, all covenants, conditions and agreements as reserved and contained in the License are hereby ratified and confirmed.
12. Except as specifically stated in this Agreement, any term which is defined in the License, shall, unless the context otherwise requires, have the same meaning when used in this Agreement.
13. The Licensee agrees that it shall not register this Agreement.
14. The parties agree to execute such further and other agreements from time to time as may be reasonably necessary in order to give effect to this Agreement.

15. This Agreement may be executed in several counterparts and delivered by facsimile or pdf copy, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.
16. This Agreement shall enure to and be binding upon the parties and their respective successors and assigns.
17. Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.
18. The provisions hereto shall be interpreted according to the laws of the Province of Ontario.
19. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision, but shall be deemed to be severable.

*[signature page follows]*

**IN WITNESS WHEREOF** the parties have duly executed this License Confirming and Amending Agreement as of the date first above written.

**BELL CANADA**

Per: 

Name: JIM TSAKNIS

Title: Director, Strategic Asset Planning

I have authority to bind the Corporation.

**CITY OF KAWARTHA LAKES**

Per: 

Name: Ric McGee

Title: Mayor

Per: 

Name: Judy Currins

Title: City Clerk

I/We have authority to bind the Corporation

TOR01: 5462810: v1

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

## **By-Law 2019-**

### **A By-law to Repeal By-law 2017-247, being a By-law to Authorize the Sale of Municipally Owned Property Legally Described as Lots 1, 2, 3, 6, and 7, Block 12, Registered Plan No. 109, in the Geographic Village of Omemee, City of Kawartha Lakes, Designated as Part 1 on Plan 57R-10576 being PIN: 63255-0263 (LT)**

#### **Recitals**

1. Council adopted By-law 2017-247 on December 12, 2017 to authorize the sale of the property legally described as Lots 1, 2, 3, 6, and 7, Block 12, Registered Plan No. 109, in the Geographic Village of Omemee, City of Kawartha Lakes, Designated as Part 1 on Plan 57R-10576 being PIN: 63255-0263 (LT) to Andrew Christopher Ryan and Stephanie Aurelia Ryan.
2. The intended purchasers were unable to lift all the conditions set out in the Agreement of Purchase and Sale and were therefore unable to complete the sale.
3. This By-law repeals the authorization for the sale of the property legally described as Lots 1, 2, 3, 6, and 7, Block 12, Registered Plan No. 109, in the Geographic Village of Omemee, City of Kawartha Lakes, Designated as Part 1 on Plan 57R-10576 being PIN: 63255-0263 (LT) to Andrew Christopher Ryan and Stephanie Aurelia Ryan.

**Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2019- .**

#### **Section 1.00: Definitions and Interpretation**

##### **1.01 Definitions:** In this by-law,

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

**"City Clerk"** means the person appointed by Council to carry out the duties of the clerk described in section 228 of the Municipal Act, 2001;

**“Council” or “City Council”** means the municipal council for the City;

##### **1.02 Interpretation Rules:**

- (a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.

(b) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

- 1.03 **Statutes:** References to laws in this by-law are meant to refer to the statutes, as amended from time to time, that are applicable within the Province of Ontario.
- 1.04 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

## **Section 2.00: Administration and Effective Date**

- 2.01 **Effective Date:** This By-law shall come into force on the date it is finally passed.

## **Section 3.00: Repeals**

- 3.01 **Repeal:** By-law 2017-247 is repealed.

By-law read a first, second and third time, and finally passed, this 23<sup>rd</sup> day of April, 2019.

---

Andy Letham, Mayor

---

Cathie Ritchie, City Clerk

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

## **By-Law 2019-**

### **A By-law to Designate 41 Melbourne St W., Lindsay in the City of Kawartha Lakes as being of Cultural Heritage Value and Interest**

#### **Recitals**

1. Section 29 of the Ontario Heritage Act, R.S.O. 1990, provides that the Council of a municipality may pass a by-law designating a property within the boundaries of the municipality to be of cultural heritage value or interest.
2. Notice of Intention to Designate 41 Melbourne St. W. Lindsay, City of Kawartha Lakes, described further in Schedule A, has been given in accordance with Section 29 of the Ontario Heritage Act.
3. No objection to the proposed designation has been served on the Clerk of the City.
4. Reasons for Designation are set forth in Schedule A.

**Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2019- .**

#### **Section 1.00: Definitions and Interpretation**

##### **1.01 Definitions:** In this by-law,

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

**"City Clerk"** means the person appointed by Council to carry out the duties of the clerk described in section 228 of the Municipal Act, 2001;

**“Council” or “City Council”** means the municipal council for the City;

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

**"Property"** means property as set out in Section 2.01.

##### **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: Designation**

- 2.01 41 Melbourne Street W, Lindsay City of Kawartha Lakes is designated as being of architectural interest and value, described further in Schedule A. This designation shall not preclude any changes that may be deemed necessary for the efficient use of the building but that any and all such changes shall be in keeping with the original and present character of the building and in consultation with the Municipal Heritage Committee.
- 2.02 The City is hereby authorized to cause a copy of this by-law to be registered against the property described above in the proper Land Registry Office.
- 2.03 The Clerk is hereby authorized to cause a copy of this by-law to be served on the owner of the aforesaid property and on the Ontario Heritage Trust, and to cause notice of the passing of this by-law to be published in the newspaper.

## **Section 3.00: Enforcement, Offence and Penalties**

- 3.01 **Enforcement:** This by-law may be enforced by every municipal law enforcement officer and police officer.
- 3.02 **Offence and Penalty:** It is an offence for a person to contravene any provision of this by-law, and every person who contravenes this by-law is guilty of an offence and, on conviction, is liable to a fine in accordance with the provisions of the Provincial Offences Act and to any other applicable penalty.

## **Section 4.00: Administration and Effective Date**

- 4.01 **Administration of the By-law:** The Director of Development Services is responsible for the administration of this by-law.
- 4.02 **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 \_\_\_\_ day of \_\_\_\_\_, 2019.

---

Andy Letham, Mayor

---

Cathie Ritchie, City Clerk



## **Schedule A to By-law 2019-**

Being a By-law to designate 41 Melbourne St. W Lindsay, City of Kawartha Lakes as being of cultural heritage value and interest.

### **Description of Property**

41 Melbourne Street West Lindsay, City of Kawartha Lakes

Legal Description:

Pt Lt 9 S/S Melbourne St Pl Town Plot As In R367472; City Of Kawartha Lakes

PIN: 63228-0144 (LT)

### **Reason for Designation**

Architectural Significance:

The home is a fine example of the Queen Anne architectural style constructed during the late 1800s. Property attributes of note that are to be conserved include the decorative bargeboard trim along the gable of the roof on the front façade, the turret located on the northeast side of the building and the stained glass in the window located on the northeast elevation of the property.

RATING BY-LAW

Tile Drainage Act, R.S.O. 1990, c. T.8, s.8

THE CORPORATION OF THE  
City of Kawartha Lakes  
BY-LAW NUMBER 2019-

A by-law imposing special annual drainage rates upon land in  
respect of which money is borrowed under the Tile Drainage Act.

WHEREAS owners of land in the municipality have applied to the council under the Tile Drainage Act for loans for the purpose of constructing subsurface drainage works on such land;

AND WHEREAS the council has, upon their application, lent the owners the total sum of \$22,100.00 to be repaid with interest by means of rates hereinafter imposed;

The council, pursuant to the Tile Drainage Act, enacts as follows:

1. That annual rates as set out in the Schedule 'A' attached hereto are hereby imposed upon such land as described for a period of ten years, such rates shall have priority lien status, and shall be levied and collected in the same manner as taxes.

First Reading 2019-Apr-23  
yyyy/mm/dd

Second Reading 2019-Apr-23  
yyyy/mm/dd

Provisionally adopted this 23 day of April, 2019

Andy Letham  
Name of Head of Council

Signature

Cathie Ritchie  
Name of Clerk

Signature

Third Reading 2019-Apr-23

Enacted this 23 day of April, 2019

Andy Letham  
Name of Head of Council

Signature

Corporate Seal

Cathie Ritchie  
Name of Clerk

Signature

I, Cathie Ritchie, clerk of the Corporation of the City of Kawartha Lakes certify that the above by-law was duly passed by the council of the Corporation and is a true copy thereof.

Cathie Ritchie  
Name of Clerk

Signature

Corporate Seal

The Corporation of the \_\_\_\_\_ City \_\_\_\_\_ of \_\_\_\_\_ Kawartha Lakes  
**Schedule 'A'** to By-law Number \_\_\_\_\_ 2019-

Property Owner Information*			Description of Land Parcel to Which the Repayment Charge Will be Levied					Proposed date of loan (YYYY-MM-DD)	Sum to be loaned \$	Annual rate to be imposed \$
Ian Burney	Cheryl Burney	0	Lot:	Part Lot 21	Con:	3		2019-May-01	\$ 22,100.00	\$ 3,002.68
-	-									
349 Eldon Station Road	Woodville	ONT	Roll #:	1651	160	050	06300			
0	0	0	Lot:		Con:					
-	-									
			Roll #:							
0	0	0	Lot:		Con:					
-	-									
			Roll #:							
0	0	0	Lot:		Con:					
-	-									
			Roll #:							
0	0	0	Lot:		Con:					
-	-									
			Roll #:							
0	0	0	Lot:		Con:					
-	-									
			Roll #:							
0	0	0	Lot:		Con:					
-	-									
			Roll #:							
0	0	0	Lot:		Con:					
-	-									
			Roll #:							
0	0	0	Lot:		Con:					
-	-									
			Roll #:							
0	0	0	Lot:		Con:					
-	-									
			Roll #:							
0	0	0	Lot:		Con:					
-	-									
			Roll #:							
0	0	0	Lot:		Con:					
-	-									
			Roll #:							
<b>TOTAL *</b>									\$ 22,100.00	\$ 3,002.68

\* If property is owned in partnership, all partners must be listed. If property is owned by a corporation, list the corporation's name and the name and corporate position of the authorized officer in the last blank space provided. Only the owner(s) of the property may apply for a loan.

## TILE DRAINAGE DEBENTURE

*Tile Drainage Act, R.S.O. 1990, c. T.8, subs. 2(1)*

\$22,100.00

No. 2019-05

The Corporation of the \_\_\_\_\_ City \_\_\_\_\_ of \_\_\_\_\_ Kawartha Lakes \_\_\_\_\_ hereby promises to pay to the Minister of Finance, the principal sum of \_\_\_\_\_ \$22,100.00 \_\_\_\_\_ of lawful money of Canada, together with interest thereon at the rate of \_\_\_\_\_ 6 \_\_\_\_\_ per cent per annum in ten equal instalments of \_\_\_\_\_ \$3,002.68 \_\_\_\_\_ on the 1st day of \_\_\_\_\_ May \_\_\_\_\_, in the years \_\_\_\_\_ 2020 \_\_\_\_\_ to \_\_\_\_\_ 2029 \_\_\_\_\_, both inclusive.

The right is reserved to The Corporation of the \_\_\_\_\_ City \_\_\_\_\_ of \_\_\_\_\_ Kawartha Lakes \_\_\_\_\_ to prepay this debenture in whole or in part at any time or times on payment, at the place where and in the money in which this debenture is expressed to be payable, of the whole or any amount of principal and interest owing at the time of such prepayment.

This debenture, or any interest therein, is not, after a Certificate of Ownership has been endorsed thereon by the Treasurer of this Corporation, or by such other person authorized by by-law of this Corporation to endorse such Certificate of Ownership, transferable.

Dated at the \_\_\_\_\_ City \_\_\_\_\_ of \_\_\_\_\_ Kawartha Lakes \_\_\_\_\_ in the Province of Ontario, this 1st day of \_\_\_\_\_ May, 2019 \_\_\_\_\_, under the authority of By-law No. \_\_\_\_\_ 2006-184 \_\_\_\_\_ of the Corporation entitled "A by-law to raise money to aid in the construction of drainage works under the *Tile Drainage Act*."

*Corporate Seal*

Andy Letham

Name of Head of Council

Signature

Carolyn Daynes

Name of Treasurer

Signature

# OFFER TO SELL

*Tile Drainage Act, R.S.O. 1990, c. T.8, subs. 5(8)*

*TO THE MINISTER OF FINANCE*

The Corporation of City of Kawartha Lakes  
hereby offers to sell Debenture No. 2019-05 in the principal amount of \$22,100.00  
to the Minister of Finance as authorized by Borrowing By-law No. 2006-184 of the Corporation.

The principal amount of this debenture is the aggregate of individual loans applied for and each loan is not more than 75 per cent of the cost of the drainage work constructed.

An inspector of drainage, employed by the Corporation, has inspected each drainage work for which the Corporation will lend the proceeds of this debenture and each has been completed in accordance with the terms of the loan approval given by council.

A copy of the Inspection and Completion Certificate for each drainage work, for which the Corporation lend the proceeds of this debenture, is attached hereto.

May 01, 2019

Date

Carolyn Daynes

Name of Treasurer

Corporate Seal

Signature of Treasurer

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

## **By-Law 2019-**

### **A By-law to Amend By-law 2018-187, being A By-law to Appoint a Drainage Superintendent for the City of Kawartha Lakes**

#### **Recitals**

1. Section 93 (1) of the *Drainage Act*, R.S.O. 1990, c.D.17 authorizes the appointment of a Drainage Superintendent.
2. Council deems it appropriate to appoint a staff person(s) to fulfil the position as a Drainage Superintendent.
3. Council adopted by-law 2018-187 on September 25, 2018 to appoint two Drainage Superintendents.
4. Due to staffing changes Council deems it appropriate to appoint an additional Drainage Superintendent.
5. 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 2019-      .**

#### **Section 1.00: Definitions and Interpretation**

##### **1.01 Definitions:**

All defined terms in the amending By-law take their meaning from By-law 2018-187 of the City of Kawartha Lakes.

##### **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.

#### **Section 2.00: Amendment Details**

- 2.01 **Amendment:** Section 2.01 to Section 2.04 of By-law 2018-187 are deleted in their entirety and replaced with the following:
  - 2.01 **Drainage Superintendents:** Lucas Feitler, Michael Farquhar, and Juan Rojas are appointed as a Drainage Superintendent for the City of Kawartha Lakes in accordance with Section 93(1) of the Drainage Act, R.S.O. 1990, c.D.17.
  - 2.02 **Remuneration:** The Drainage Superintendents shall receive the remuneration mutually agreed upon by themselves and approved in the annual operating budget.
  - 2.03 **Duties:** The Drainage Superintendents are authorized and directed to carry out the duties imposed by the Drainage Act, R.S.O. 1990,

c.D.17, and shall submit reports and carry out the duties as may be required by Council from time to time.

- 2.04 **Reporting Relationship:** Lucas Feitler and Michael Farquhar shall report to and be under the direction of the Director of Engineering and Corporate Assets.

### **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 23<sup>rd</sup> day of April, 2019.

---

Andy Letham, Mayor

---

Cathie Ritchie, City Clerk

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

## **By-law 2019-XXX**

### **A By-Law to Confirm the Proceedings of a Regular Meeting of Council, Tuesday, April 23, 2019**

#### **Recitals**

1. The Municipal Act, 2001, S.O. 2001 c. 25 as amended, provides that the powers of a municipal corporation are exercised by its Council.
2. The Municipal Act, also provides that the Council's powers must be exercised by by-law.
3. For these reasons, the proceedings of the Council of The Corporation of the City of Kawartha Lakes at this meeting should be confirmed and adopted by by-law.

**Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2019-XXX.**

#### **Section 1.00: Confirmation**

- 1.01 The actions of the Council at the following meeting:

##### **Tuesday, April 23, 2019, Open Session, Regular Council Meeting**

and each motion, resolution and other action passed or taken by the Council at that meeting is, except where prior approval of the Ontario Municipal Board is required, adopted, ratified and confirmed as if all such proceedings had been expressly embodied in this By-law.

- 1.02 The Mayor and the proper officials of the City are authorized and directed to do all things necessary to give effect to the actions of the Council referred to in Section 1.01 of this By-law. In addition, the Clerk is authorized and directed to affix the corporate seal to any documents which require it.

#### **Section 2.00: General**

- 2.01 This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this 23<sup>rd</sup> day of April 2019.

---

Andy Letham, Mayor

---

Cathie Ritchie, City Clerk