

The Corporation of the City of Kawartha Lakes

Agenda

Regular Council Meeting

CC2019-23

Tuesday, September 24, 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

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1.	Call to Order	
2.	Opening Ceremonies	
2.1	O Canada	
2.2	Moment of Silent Reflection	
2.3	Adoption of Open Session Agenda	
3.	Disclosure of Pecuniary Interest	
4.	Notices and Information by Members of Council and Staff	
4.1	Council	
4.2	Staff	
5.	Council Minutes	
5.1	CC2019-23.5.1	19 - 50
	Regular Council Meeting Minutes - August 13, 2019	
	Special Council Meeting Minutes - September 5, 2019	
	Special Council Meeting Minutes - September 17, 2019	
	Special Council Meeting Minutes - September 18, 2019 (to be circulated with the Amended Agenda)	
	That the Minutes of the August 13, 2019 Regular Council Meeting, September 5, 2019 Special Council Meeting and September 17, 2019 Special Council Meeting, be received and adopted.	
6.	Deputations	
6.1	CC2019-23.6.1	51 - 53
	Use of City Owned Property Adjacent to Stanley Road, Woodville	
	Item 8.3.5 on the Agenda	
	Robin Wagnell	

6.2	CC2019-23.6.2	54 - 56
	Proposed Heritage Designation for 3 St. David Street and 4 Riverview Road, Lindsay Item 8.3.14 on the Agenda John Ireland	
6.3	CC2019-23.6.3	57 - 59
	Proposed Heritage Designation for 3 St. David Street and 4 Riverview Road, Lindsay Item 8.3.14 on the Agenda Jim Garbutt	
6.4	CC2019-23.6.4	60 - 62
	Development Charge Deferral Regarding Report EA2019-012 Item 10.1.11 on the Agenda John Gorrill	
7.	Presentations	
7.1	CC2019-23.7.1	
	Introduction of the Integrity Commissioner Office for the City of Kawartha Lakes Charles A. Harnick, ADR Chambers	
8.	Committee of the Whole	
8.1	Correspondence Regarding Committee of the Whole Recommendations	
8.2	Committee of the Whole Minutes	63 - 76
	Committee of the Whole Minutes - September 10, 2019 That the Minutes of the September 10, 2019 Committee of the Whole Meeting be received and the recommendations, included in Section 8.3 of the Agenda, be adopted.	
8.3	Business Arising from Committee of the Whole Minutes	
8.3.1	CW2019-159	
	That the deputation of Darolyn Jones, regarding a Request to Purchase Land Adjacent to 1474 Fleetwod Road , be received.	

8.3.2 CW2019-160

That staff be directed to prepare a report for consideration by Council to declare the City-owned property adjacent to 1474 Fleetwood Road, in the Geographic Township of Manvers, City of Kawartha Lakes surplus to municipal needs; and

That the subject property be offered for direct sale to the owner of 1474 Fleetwood Road and sold for no less than the appraised value plus any and all costs associated with the transaction.

8.3.3 CW2019-161

That the deputation of Andrew Girdler, regarding **Dock Spaces in Thurstonia**, be received.

8.3.4 CW2019-162

That the deputation of Kevin Waldock, regarding an **Encroachment Licence Agreement for the Use of City-Owned Land Adjacent to 129 Stanley Road**, be received.

8.3.5 CW2019-163

That the deputation of Robin Wagnell, regarding the **Use of City-Owned Land Adjacent to Stanley Road, Woodville**, be received.

8.3.6 CW2019-164

That the Encroachment Agreement for 129 Stanley Road, Woodville, proceed as requested, save and except for the garden shed.

8.3.7 CW2019-165

That the presentation by Mark Pankhurst, Chief of Fire Services, regarding the **2019 Flood Update**, be received.

8.3.8 CW2019-166

That the presentation by Marina Hodson, Executive Director of Kawartha North Family Health Team, and Rachel Gillooly , Poverty Reduction Coordinator, regarding the **Haliburton, Kawartha Lakes Poverty Reduction Roundtable Update**, be received.

8.3.9 CW2019-167

That the presentation by Hope Lee, Manager, Human Services, regarding **Affordable Housing Targets**, be received.

8.3.10 CW2019-168

That Report HH2019-008, **Affordable Housing Targets**, be received;

That the affordable ownership and rental targets (Ideal Model) and the processes to encourage them outlined in Report HH2019-008 be adopted; and

That the policy entitled Affordable Housing Incentives, appended to Report HH2019-008, be adopted, numbered and inserted in the Corporate Policy Manual.

8.3.11 CW2019-169

That Report CORP2019-017, **Proposed Amendments to High Water Bill Adjustment Policy**, be received; and

That these proposed amendments to the High Water Bill Adjustment Policy (CP2017-006), attached as Appendix “A” to this report be brought forward for Council for approval at the September 24, 2019 Regular Council Meeting.

8.3.12 CW2019-170

That Report CORP2019-024, **2019 Q2 Capital Close**, be received;

That the capital projects identified in Attachment A to Report CORP2018-024 be approved to be closed due to completion;

That the balances in the table below as per Attachment A be transferred to or from the corresponding reserves;

Capital Projects Reserve	\$87,480.19
Public Works Fleet Reserve	\$432,429.85
Police Reserves	\$62,304.44
Sewer Infrastructure Reserve	\$2,135.56
Water Infrastructure Reserve	\$25,960.40

That the following projects be granted an extension to December 31, 2019:

- 928180100 - IT Systems
- 932170201 - ***Bethany Fire Station Replacement (2017-2018)
- 932180100 - Fire Facilities
- 932180300 - Fire Equipment
- 983150600 - ***Urban/Rural Reconstruction Projects (2015-2017)
- 983180201 - Jennings Creek Culverts
- 983180400 - Urban/Rural Resurfacing
- 983180500 - Rural Resurfacing
- 983180700 - Road Lifecycle Extension
- 983181000 - Streetlights
- 983181100 - Traffic Signals
- 983181200 - Parking Lots
- 998180300 - Water Distribution & WW Collection 2018
- 998180400 - Water Treatment Program 2018
- 998180500 - Wastewater Treatment 2018
- 950180100 - Parkland Siteworks
- 950180200 - Parkland Facilities
- 950180300 - Parks & Rec Equipment
- 950180400 - Cemetery Siteworks
- 950180601 - Dalton Community Centre Elevator
- 953170300 - Building Envelope
- 953180100 - B&P Facilities
- 953180201 - Demo & Removal of 6 Buildings- 983180600 – Gravel Resurfacing 2018

That the following project be granted an extension to June 30, 2020:

- 998161701 - Lindsay WPCP Upgrade - Construction

That the following projects be granted an extension to December 31, 2020:

- 983180300 - Urban/Rural Reconstruction
 - 998151801 - Ridout St SPS - Pumps & Flow Meter
 - 950180500 - Arenas & Pools
 - 950190100 - Parkland Siteworks
- That the following project be granted an extension to June 30, 2021:
- 998110100 - Omemee WPC Plant Upgrades

8.3.13

CW2019-171

That Report MLE2019-002, **Noise By-law Review** be received;

That By-law 2005-025 be repealed;

That By-law 2018-234 being a by-law to Establish and Require Payment of Fees for Services and Activities Schedule A-12 be amended to establish an exemption fee; and

That the necessary By-laws be forwarded to Council for consideration at the next Regular Council Meeting.

8.3.14 CW2019-172

That Report ED2019-017, **Proposed Designation of 3 St. David Street and 4 Riverview Road**, be received;

That the Committee of the Whole not endorse the Municipal Heritage Committee's recommendation to designate the 3 St. David Street and 4 Riverview Road in Lindsay under Part IV of the Ontario Heritage Act as being of cultural heritage value and interest;

That staff not be authorized to proceed with the process to designate the subject property under Part IV of the Ontario Heritage Act.

8.3.15 CW2019-173

That Report ED2019-020, **Kawartha Lakes Innovation Cluster Pilot Project Proposal**, be received; and

That the Mayor and Clerk be authorized to execute any documents and agreements required to enter into an agreement with the Innovation Cluster- Peterborough Kawartha to deliver the Kawartha Lakes Innovation Cluster Pilot until December 31, 2020.

8.3.16 CW2019-174

That Report ED2019-021, **KLSBEC Program Funding 2019-2022**, be received; and

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

8.3.17 CW2019-175

That Report ENG2019-020, **Downtown Reconstruction Update**, be received.

8.3.18 CW2019-176

That Report ENG2019-021, **Update on Projects within the Road Life Cycle Extension Program**, be received.

8.3.19 CW2019-177

That Report RD2019-005, **RD2019-005 Winter Maintenance Fee for Service Review**, be received; and

That the fee for service for winter maintenance activities be offered to the McGuire Beach Road Association at market rate.

8.3.20 CW2019-178

That Report WWW2019-007, **Requirement to Connect to Municipal Services Review**, be received;

That Alternative 1 outlined within Report WWW2019-007 be endorsed;

That staff be directed to prepare the necessary amendment to By-law 2014-255, being the Mandatory Connection By-law, to reflect Alternative 1 within Report WWW2019-007; and

That staff be directed to prepare an amendment to By-law 2018-039, being the by-law to Regulate Water and Wastewater Services, to require property owners who meet the requirements for mandatory connection to pay a fixed rate of \$50.00 per quarter for water services and \$50.00 per quarter for wastewater services.

8.3.21 CW2019-179

That Report WWW2019-009, **Wastewater Effluent Monitoring Feasibility Review**, be received.

8.4 Items Extracted from Committee of the Whole Minutes

9. Planning Advisory Committee

9.1 Correspondence Regarding Planning Advisory Committee Recommendations

9.2 Planning Advisory Committee Minutes

77 - 88

Planning Advisory Committee Minutes - September 11, 2019

That the Minutes of the September 11, 2019 Planning Advisory Committee Meeting be received and the recommendations, included in Section 9.3 of the Agenda, be adopted.

9.3 Business Arising from Planning Advisory Committee Minutes

9.3.1 PAC2019-057

That Report PLAN2019-047, **respecting Part of Lot 18, Concession 12, geographic Township of Manvers, and identified as 1067 Fleetwood Road; Application No. D06-2019-020**, be received;

That a Zoning By-law Amendment respecting application D06-2019-020, substantially in the form attached as Appendix D to Report PLAN2019-047, 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.

9.3.2 PAC2019-058

That Report PLAN2019-048, **respecting Part of Lot 26, Concession 6, geographic Township of Verulam, and identified as 36 Walker's Road; Application No. D06-2019-018**, be received; and

That a Zoning By-law Amendment respecting application D06-2019-018 be referred back to staff for further review and processing until such time as the additional requirements and concerns raised by City Departments, have been addressed.

9.3.3 PAC2019-059

That Report PLAN2019-049, **respecting Part Lot 12, Concession 7, geographic Township of Fenelon, Application D06-2019-014**, be received;

That a Zoning By-law, respecting application D06-2019-014, substantially in the form attached as Appendix 'D' to Report PLAN2019-049 be approved and adopted by Council;

That staff be directed to prepare a Garden Suite agreement pursuant to Section 39.1 of the Planning Act, respecting this application; and

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

9.3.4 PAC2019-060

That Report PLAN2019-050, respecting Lots 8-23, 57M-802, former Town of Lindsay, City of Kawartha Lakes, identified as 97-129 Springdale Drive – Application D06-2019-019, be received;

That a Zoning By-law Amendment respecting application D06-2019-019, substantially in the form attached as Appendix “D” to Report PLAN2019-050, 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.

9.3.5 PAC2019-061

That Report PLAN2019-051, respecting Part Lot 21, Concession 13, geographic Township of Manvers and municipally known as 344 Old Mill Road, Application Nos. D01-16-007 and D06-16-035, be received; and

That the applications respecting the proposed Official Plan Amendment to the City of Kawartha Lakes Official Plan and the proposed Zoning By-law Amendment to the Township of Manvers Zoning By-law, be referred back to staff for further review and until such time as all comments have been received from circulated Agencies and City Departments and any public comments and concerns have been addressed.

9.4 Items Extracted from Planning Advisory Committee Minutes

10. **Consent Matters**

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

10.1 Reports

10.1.1 CORP2019-025

89 - 95

Vest Unsuccessful Tax Sale Property

Linda Liotti, Manager, Revenue and Taxation

THAT Report CORP2019-025, **Vest Unsuccessful Tax Sale Property**, be received;

THAT the property offered for tax sale on October 12, 2017 described as

Roll No. 1651 420 002 01900.0000

Part of Lot 11, Concession 1, geographic Township of Laxton; part West half Lot 12, Concession 1, geographic Township of Laxton, as in R240800; City of Kawartha Lakes, being 63112-0086 (LT)

be vested with the City of Kawartha Lakes; and

THAT the amount owing on this account be deemed uncollectable.

10.1.2

PUR2019-033

96 - 98

Request for Proposal 2019-72-OP Financial Audit Services

Krystina Cunningham, Buyer

Carolyn Daynes, Treasurer

That Report PUR2019-033, **Request for Proposal 2019-72-OP Financial Audit Services**, be received;

That the highest scoring Proponent, Deloitte, be selected for the award of Request for Proposal 2019-72-OP for Financial Audit Services for a 5-year period ending December 31, 2023;

That upon successful completion of initial term that the City enter into an optional 1 – 3-year term to December 31, 2026; and

That subject to receipt of the required documents, that Mayor and City Clerk be authorized to execute the agreement to award Proposal 2019-72-OP for Financial Audit Services.

10.1.3

PUR2019-037

99 - 102

2019-63-CQ Centennial and Omemee Washroom Renovations

Linda Lee, Buyer

Rod Porter, Capital and Special Projects Supervisor

That Report PUR2019-037, **2019-63-CQ Centennial and Omemee Washroom Renovations**, be received;

That Gerr Construction Limited be selected for the award of 2019-63-CQ Centennial and Omemee Washroom Renovations for the quotation price of \$533,000 plus HST;

That project 950180114 – Centennial Park Roadways be closed and \$87,000 be returned to Capital Reserves;

That project 950180115 – Centennial Park Shelter be closed and \$50,000 be returned to Capital Reserves;

That project 950180116 – Centennial Park Exterior Lighting be closed and \$7,000 be returned to Capital Reserves;

That additional funding of \$147,549 be added to project 950190201 – Centennial Park Washrooms from Capital Reserves;

That additional funding of \$80,872 be added to project 950180204 – Omemee Park Washrooms from Capital Reserves;

That the Mayor and Clerk be authorized to sign the agreement; and

That Purchasing be authorized to create the purchase order.

10.1.4

PUR2019-038

103 - 106

Request for Quotation 2019-61-OQ Supply and Operation of Plow Trucks for Winter Maintenance of Secondary Roads

Marielle van Engelen, Buyer

Oliver Vigelius, Manager, Roads Operations (Lindsay) and Capital Projects

That Report PUR2019-038, **Request for Quotation 2019-61-OQ Supply and Operation of Plow Trucks for Winter Maintenance of Secondary Roads**, be received;

That Marquis Snow & Ice Ltd., be awarded the following winter maintenance areas: Woodville, Kirkfield and Mariposa, for an initial contract term of two years, for a total estimated contract value for the 2019/2020 winter season of \$138,250.00;

That Fairview Trucking Inc, be awarded the following winter maintenance areas: Sturgeon Point, Sturgeon North Shore and Thurstonia/Pleasant Point, for an initial contract term of two years, for a total estimated contract value for the 2019/2020 winter season of \$248,500.00;

That two (2) – one (1) year optional terms be awarded, subject to vendor performance review, annual City of Kawartha Lakes Council budget approval and mutual consent of both parties; and

That subject to receipt of the requested documents, the Mayor and Clerk be authorized to execute the contract.

10.1.5

PUR2019-039

107 - 112

2019 SS DG Biddle Detailed Design for the Reconstruction of Colborne Street West (Charles Street to Highway 35, Lindsay)

Linda Lee, Buyer

Juan Rojas, Director of Engineering and Corporate Assets

That Report PUR2019-039, **2019 SS DG Biddle Detailed Design for the Reconstruction of Colborne Street West (Charles Street to Highway 35, Lindsay)**, be received;

That Council authorize the single source purchase to D.G. Biddle & Associates Limited for the Detailed Design for the Reconstruction of Colborne Street West from Charles Street to Highway 35 for the total cost of \$106,500.00 not including HST;

That upon approval, the Mayor and Clerk be authorized to sign the agreement; and

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

10.1.6	RS2019-028	113 - 131
	<p>Proposed Lease Agreements between the City of Kawartha Lakes and Tenants for Hangar Space at Kawartha Lakes Municipal Airport Sharri Dyer, Manager– Realty Services</p> <p>That Report RS2019-028, Proposed Lease Agreements between the City of Kawartha Lakes and Tenants for 8 Hangar Spaces at Kawartha Lakes Municipal Airport, be received;</p> <p>That notwithstanding Section 3.05 Public Notice of Disposition By-law 2018-020, which section requires that disposition by long term lease be advertised on the City website, local newspaper and on-site for a 3 week period prior to declaration of surplus by Council, that Council waive this requirement;</p> <p>That the property identified in Appendix B be declared surplus for long term lease; and</p> <p>That the Mayor and Clerk be authorized to execute 8 Lease Agreements attached as Appendix A on behalf of the Corporation of the City of Kawartha Lakes, being proposed vacant land Lease Agreements with interested parties for the purpose of the tenants constructing and leasing hangar space at the Kawartha Lakes Municipal Airport, each for a 25 year term.</p>	
10.1.7	FT2019-001	132 - 137
	<p>Fuel Agreement with the Ontario Provincial Police Todd Bryant Manager of Fleet and Transit</p> <p>That Report FT2019-001, Fuel Agreement with the Ontario Provincial Police, be received; and</p> <p>That the Mayor and Clerk be authorized to sign the Memorandum of Understanding (MOU) provided in Attachment 1 to Report FT2019-001.</p>	
10.1.8	ENG2019-022	138 - 166
	<p>Peel Street Change Order Corby Purdy, Supervisor, Infrastructure, Design and Const.</p>	

That Report ENG2019-022, **Peel Street Change Order**, be received;

That Council authorize the increase of \$480,000 to the Capital budget program 998190307 (WW1903 Water Distribution and Wastewater Collection) to be funded \$240,000 from the Sewer Infrastructure Reserve (1.32030) and \$80,000 from the Water Infrastructure Reserve (1.32050); and

That additional funding of \$160,000 come from the Water Infrastructure Reserve (1.32050) in the event that funding for the Small Community Funds – Lindsay Cast Iron Watermain Replacement is denied or less than \$160,000 is approved.

10.1.9 EA2019-010 167 - 170

Early-Start Approval for 2020 Phase of Downtown Lindsay Reconstruction

Adam Found, Manager of Corporate Assets

That Report EA2019-010, **Early-Start Approval for 2020 Phase of Downtown Lindsay Reconstruction**, be received; and

That the 2020 phase of downtown Lindsay reconstruction, as indicated in Tables 1 and 2 of Report EA2019-010, be approved and included in the forthcoming 2020 capital budgets for tax-supported and water-wastewater services.

10.1.10 EA2019-011 171 - 187

Revised Terms of Reference for Development Charges Task Force

Adam Found, Manager of Corporate Assets

That Report EA2019-011, **Revised Terms of Reference for Development Charges Task Force**, be received; and

That the revised Terms of Reference for the Development Charges Task Force, as provided for in Appendix B to Report EA2019-011, be approved.

10.1.11 EA2019-012 188 - 192

Request by All Into Storage for Deferral of Development Charges

Adam Found, Manager of Corporate Assets

That Report EA2019-012, **Request by All Into Storage for Deferral of Development Charges**, be received.

10.1.12	HH2019-009	193 - 287
	Housing First – Intensive Case Management Hope Lee, Manager, Human Services (Housing)	
	That Report HH2019-009, Housing First – Intensive Case Management, be received for information purposes.	
10.2	Correspondence	
10.2.1	CC2019-23.10.2.1	288 - 289
	Municipal Representation on the Trent Conservation Coalition Source Protection Committee - Selection of Candidates Mark Majchroski, Chief Administrative Officer, Kawartha Conservation, Kawartha-Haliburton Source Protection Authority	
	That the correspondence dated September 16, 2019, from the Kawartha-Haliburton Source Protection Authority, regarding municipal representation on the Trent Conservation Coalition Source Protection Committee, be received; and	
	That Deputy Mayor Doug Elmslie be endorsed as the municipal representative on the Trent Conservation Coalition Source Protection Committee for the City of Kawartha Lakes.	
10.3	Items Extracted from Consent	
11.	Petitions	
11.1	CC2019-23.11.1	290 - 290
	Petition Regarding Resurfacing of Hillview Drive and Slalom Drive in Bethany Olivia Bryant	
11.2	CC2019-23.11.2	291 - 292
	Petition Regarding Renovations and Repairs to Baseline Road, Coboconk Janet Porter	
12.	Other or New Business	

13. By-Laws

That the By-Laws shown in Section 13.1 of the Agenda, namely: Items 13.1.1 to and including 13.1.6 be read a first, second and third time, passed, numbered, signed and the corporate seal attached.

13.1 By-Laws by Consent

13.1.1 CC2019-23.13.1.1 293 - 308

A By-Law to Regulate Noise In The City Of Kawartha Lakes

13.1.2 CC2019-23.13.1.2 309 - 311

A By-law to Authorize the Sale of the Road Allowances in the Geographic Township of Manvers, City of Kawartha Lakes, Legally Described as Franklin Street and Fallis Street on Plan 9 to the Abutting Owner

13.1.3 CC2019-23.13.1.3 312 - 402

A By-law to Authorize the Execution of an Agreement between Her Majesty in Right of the province of Ontario as represented by the Ministry of Economic Development, Job Creation and Trade for the Province of Ontario (the “Ministry”) and The Corporation of the City of Kawartha Lakes for Funding Provided by the Province of Ontario for the Small Business and Entrepreneurship Centre Program

13.1.4 CC2019-23.13.1.4 403 - 405

A By-Law To Amend The Township of Fenelon Zoning By-Law No. 1295 To Rezone Land Within The City Of Kawartha Lakes (356 Country Lane – Moore)

13.1.5 CC2019-23.13.1.5 406 - 408

A By-Law To Amend The Township of Manvers Zoning By-Law No. 87-06 To Rezone Land Within The City Of Kawartha Lakes (1067 Fleetwood Road – Trevor and Lorraine Nesbitt)

13.1.6 CC2019-23.13.1.6 409 - 411

A By-law to Amend the Town of Lindsay Zoning By-law No. 2000-75 to Rezone Land within the City of Kawartha Lakes (97-129 Springdale Drive, Squires Built Homes Inc.)

13.2 By-Laws Extracted from Consent

- 14. Notice of Motion**
- 15. Closed Session**
 - 15.1 Adoption of Closed Session Agenda
 - 15.2 Disclosure of Pecuniary Interest in Closed Session Items
 - 15.3 Move Into Closed Session
 - 15.3.1 CC2019-23.15.3.1

**Closed Session Minutes, Regular Council Meeting of August 13, 2019
Municipal Act, 2001 s.239(2)(b)(d)(e)(f)**
 - 15.3.2 CS2019-014

**Public Appointees to the Fenelon Falls Powerlinks Committee
Municipal Act, 2001, s.239(2)(b)**
LeAnn Donnelly, Executive Assistant, Community Services
 - 15.3.3 LGL2019-003

**Local Planning Appeals Tribunal – Case PL190381 – 45 Marsh Creek
Road
Municipal Act, 2001, s.239(2)(e)(f)**
Robyn Carlson, City Solicitor
- 16. Matters from Closed Session**
- 17. Confirming By-Law**
 - 17.1 CC2019-23.17.1 412 - 412

**A By-law to Confirm the Proceedings of a Regular Meeting of Council,
Tuesday, September 24, 2019**
- 18. Adjournment**

The Corporation of the City of Kawartha Lakes
Minutes
Regular Council Meeting

CC2019-19
Tuesday, August 13, 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

Call to Order - see Item 5.1.

2. Adoption of Closed Session Agenda

Adoption of Closed Session Agenda - see Item 19.

3. Disclosure of Pecuniary Interest in Closed Session Items

Disclosure of Pecuniary Interest in Closed Session Items - see Item 19.

4. Closed Session

Closed Session - see Item 19.

5. Opening Ceremonies

5.1 Call Open Session to Order

Mayor Letham called the Meeting to order at 1:00 p.m. Councillors R. Ashmore, P. Dunn, P. O'Reilly, T. Richardson, K. Seymour-Fagan and A. Veale were in attendance.

Late Arrival: Councillor E. Yeo 1:10 p.m.

Absent: Deputy Mayor D. Elmslie

CAO R. Taylor, City Clerk C. Ritchie, Deputy Clerk A. Rooth, City Solicitor R. Carlson, Directors B. Robinson, C. Shanks, J. Stover and R. Sutherland, Acting Chief A. Rafton, Manager R. Holy and Supervisor M. Farquhar 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

CR2019-469

Moved By Councillor Dunn

Seconded By Councillor Seymour-Fagan

That the Agenda for the Open Session of the Regular Council Meeting of Tuesday, August 13, 2019, be adopted as circulated and with the following amendments:

Additions - Business Arising from Planning Advisory Committee Minutes

Items 13.3.1 to and including 13.3.7

Addition - By-laws by Consent

Item 17.1.8

A By-law to Amend the Township of Somerville Zoning By-law No. 78-45 to Rezone Land within the City Of Kawartha Lakes

(File D06-2019-016, Report PLAN2019-043 - 121 Cowpath Trail, Burke)

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

Councillor Dunn:

- Condolences to friends and family on the recent passing of Bill McLaren, a valued member of the Lindsay Ops Landfill Public Review Committee since 2015.
- The Rotary Club of Lindsay is celebrating the re-opening of the Elgin Park Splash Pad on August 14th at 2:00 p.m.

Councillor Richardson:

- Beef and Corn Annual Dinner at the Pontypool Community Centre is on August 25th from 4:00 to 7:00 p.m.
- The 2nd Annual Music in the Park event presented by the Janetville Athletic Association is on August 27th from 4:00 to 8:00 p.m. at the Janetville Community Park.
- The Manvers Historical Society is hosting Saluting Our Citizens Over 80 on September 8th from 2:00 to 4:00 p.m. at the Pontypool Community Centre.
- The 1st Annual Show N' Shine event featuring motorcycles, ATVs, and side-by-sides is being hosted by the Bethany Athletic Association on September 15th.

Councillor Ashmore:

- Welcome to Mickael's Café, a new business expansion in Omemee.
- Congratulations to the new owner of the Coffee Time franchise in Omemee.
- The Omemee and District Horticultural Society's Annual General Meeting is on August 19th at 7:00 p.m. at Trinity United Church.
- The Dunsford Library Speaker Series continues on August 20th from 7:00 to 9:00 p.m. at the Dunsford Library featuring nature photographer Dave Ellis.
- Deputy Mayor Elmslie will be hosting a number of upcoming Round Tables called Roads 101, including one at Coronation Hall in Omemee on September 5th at 7:00 p.m.

Councillor Seymour-Fagan:

- The Bobcaygeon Craft Beer and Food Festival is on August 17th at 12:00 p.m. at Kawartha Settlers' Village.

Councillor O'Reilly:

- The 16th Annual Kawartha Lakes Cycling Tour is on August 24th, sponsored by Boston Pizza and Canadian Tire.
- The Annual EMS Golf Tournament will be held at the Lindsay Golf and Country Club on August 21st.
- The Lindsay Exhibition hosted their 3rd national and international horse show this past weekend.
- The Annual Labour Day Picnic will be held on September 1st at 12:00 p.m. at the Old Mill Park in Lindsay.
- MPP Laurie Scott, Minister of Infrastructure, will be making a funding announcement on August 16th at the Public Works Depot on Little Britain Road.
- The 2019 Association of Municipalities of Ontario (AMO) Conference runs August 17th to 21st in Ottawa.
- There will be a tribute concert to the late Gord Miller on August 17th from 5:00 to 7:00 p.m. in Victoria Park.
- Recently represented the City in Japan, celebrating the 50th anniversary of the Twinning of the Town of Lindsay with the City of Nayoro.

- Recently participated in a hockey tournament in Sydney Australia along with 5 other City of Kawartha Lakes residents.

7.2 Staff

8. Matters from Closed Session

Matters from Closed Session - see Item 20.

9. Council Minutes

9.1 CC2019-19.9.1

Regular Council Meeting Minutes - July 16, 2019

CR2019-470

Moved By Councillor Seymour-Fagan

Seconded By Councillor Veale

That the Minutes of the July 16, 2019 Regular Council Meeting, be received and adopted.

Carried

10. Deputations

10.1 CC2019-19.10.1

Parking Requirements – Additional Development of 82 Kent Street West, Lindsay

(Report PLAN2019-046, Item 14.1.1 on the Agenda)

Kevin Duguay

Kevin Duguay spoke in support of the recommendation coming forward in Report PLAN2019-046. He advised that the development does not include a building expansion, noting that the proposed changes are internal to create more office space within the existing building.

CR2019-471

Moved By Councillor Veale

Seconded By Councillor O'Reilly

That the deputation of Kevin Duguay regarding **Parking Requirements – Additional Development of 82 Kent Street West, Lindsay**, Report PLAN2019-046, Item 14.1.1 on the Agenda), be received.

Carried

11. Presentations

11.1 CC2019-19.11.1

Kawartha Conservation Burnt River Floodplain Mapping Presentation

Ron Warne, Director of Planning, Development and Engineering

Galen Yerex, Floodplain GIS and Mapping Technician

Ron Warne and Galen Yerex delivered a presentation to Council on the Kawartha Conservation Burnt River Floodplain Mapping.

CR2019-472

Moved By Councillor O'Reilly

Seconded By Councillor Richardson

That the presentation by Ron Warne, Director of Planning, Development and Engineering and Galen Yerex, Floodplain GIS and Mapping Technician, regarding **Kawartha Conservation Burnt River Floodplain Mapping Presentation**, be received.

Carried

12. Committee of the Whole

12.1 Correspondence Regarding Committee of the Whole Recommendations

12.2 Committee of the Whole Minutes

Committee of the Whole Minutes - July 16, 2019

CR2019-473

Moved By Councillor Dunn

Seconded By Councillor Richardson

That the Minutes of the July 16, 2019 Committee of the Whole Meeting, be received and the recommendations included in Section 12.3 of the Agenda, be adopted.

Carried

12.3 Business Arising from Committee of the Whole Minutes

12.3.1 CW2019-148

That the deputation of Troy Karkoulas, regarding the **Mandatory Connection By-law**, Item 6.1 on the Agenda, be received.

Carried

12.3.2 CW2019-149

That the deputation of Chad McGinty, regarding the **Mandatory Connection By-law**, Item 6.1 on the Agenda, be received.

Carried

12.3.3 CW2019-150

That the deputation of Ellery Butula, regarding the **Seasonal Level of Service Policy**, Item 6.3 on the Agenda, be received.

Carried

12.3.4 CW2019-151

That the presentation by Director B. Robinson regarding the **Mandatory Connection By-law**, be received.

Carried

12.3.5 CW2019-153

That the presentation by Director J. Stover regarding the **High Water Bill Adjustment Policy**, be received.

Carried

12.3.6 CW2019-155

That the presentation by Director B. Robinson regarding the **Seasonal Level of Service Policy Presentation**, be received.

Carried

12.4 Items Extracted from Committee of the Whole Minutes

13. Planning Advisory Committee

13.1 Correspondence Regarding Planning Advisory Committee Recommendations

13.2 Planning Advisory Committee Minutes

Planning Advisory Committee Minutes - August 7, 2019

CR2019-474

Moved By Councillor Veale

Seconded By Councillor Seymour-Fagan

That the Minutes of the August 7, 2019 Planning Advisory Committee Meeting be received and the recommendations, included in Section 13.3 of the Agenda, be adopted.

Carried

13.3 Business Arising from Planning Advisory Committee Minutes

13.3.1 PAC2019-048

That Report PLAN2019-043, **Part of Lot 3, Concession 12, Geographic Township of Somerville, Burke – Application D06-2019-016**, be received;

That a Zoning By-law Amendment respecting application D06-2019-016, including a 30 metre development setback from the Burnt River, be prepared, 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

13.3.2 PAC2019-049

That the deputation of Daniel Stone, regarding Report PLAN2019-045, be received.

Carried

13.3.3 PAC2019-050

That Report PLAN2019-044, respecting **22 Bayview Lane and Part of 1266 North Bay Drive, Geographic Township of Bexley; Application No. D06-2019-008**, be received;

That Zoning By-law Amendment respecting application D06-2019-008, substantially in the form attached as Appendix D to Report PLAN2019-044, 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

13.3.4 PAC2019-051

That Report PLAN2019-045, respecting **Block C, Plan 466, Geographic Township of Emily, City of Kawartha Lakes, Application No. D06-2019-005**, be received;

That a Zoning By-law, respecting application D06-2019-005, substantially in the form attached as Appendix D to Report PLAN2019-045 be approved for adoption by Council;

That Council adopt the Zoning By-law, respecting application D06-2019-005, following receipt of the required cash-in-lieu of parkland contribution; and

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

Carried

13.3.5 PAC2019-052

That Report ENG2019-016, **Municipal Infrastructure Design Guidelines – Annual Update**, be received;

That Staff replace the current 23.0 metre rural right-of-way cross-section with the proposed 20.0 metre rural right-of-way on the City's website to better reflect the City's requirements in the rural area; and

That Staff be directed to continue to monitor for any communication improvements and for any current legislative or regulatory enhancements requiring updates to the existing guidelines on the City's website.

Carried

13.3.6 PAC2019-053

That Report ENG2019-017, **Development Process and Subdivision Agreement Template Updates – Engineering and Corporate Assets**, be received;

That Staff be directed to incorporate the proposed changes to the template of the subdivision agreement from an Engineering and Corporate Assets perspective; and

That Staff be directed to continue to monitor for any improvements to the language in the template of the subdivision agreement to ensure there are opportunities to refine the timelines and clarity of language with the development process.

Carried

13.3.7 PAC2019-054

That Report ENG2019-018, **Registered Subdivision Agreement Status**, be received; and

That Staff be directed to continue to provide annual updates for continued communication and process improvement.

Carried

13.4 Items Extracted from Planning Advisory Committee Minutes

14. Consent Matters

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

Item 14.1.1 - Councillor Dunn

Item 14.1.10 - Councillor Ashmore

Item 14.1.11 - Mayor Letham

Item 14.1.13 - Mayor Letham

Item 14.1.16 - Mayor Letham

Moved By Councillor Richardson

Seconded By Councillor Veale

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 14.1.1, 14.1.10, 14.1.11, 14.1.13 and 14.1.16.

Carried

14.1 Reports

14.1.2 RS2019-023

Proposed Surplus Declaration and Sale of Public Highways Legally Described as Franklin Street and Fallis Street on Plan 9, in the Geographic Township of Manvers

Lesley Donnelly, Law Clerk – Realty Services

CR2019-475

That Report RS2019-023, **Proposed Surplus Declaration and Sale of Public Highways Legally Described as Franklin Street and Fallis Street on Plan 9, in the Geographic Township of Manvers**, be received;

That the subject property, being public highways legally described as Franklin Street and Fallis Street on Plan 9, in the Geographic Township of Manvers, City of Kawartha Lakes, being Part of PIN: 63260-0184 (R) be declared surplus to municipal needs;

That the sale to the adjoining landowners be supported, in principle, in accordance with the provision 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 a by-law (with any amendments deemed necessary) to authorize disposition of Franklin Street and Fallis Street on Plan 9 in the Geographic Township of Manvers shall be passed; and

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

Carried

14.1.3 RS2019-025

Acquisition of Land for Road Purposes – Portion of Palestine Road

Lesley Donnelly, Law Clerk – Realty Services

CR2019-476

That Report RS2019-025, **Acquisition of Land for Road Purposes – Portion of Palestine Road**, be received;

That the acquisition of Part of the South Half of Lot 16, Concession 5, in the Geographic Township of Eldon, City of Kawartha Lakes, designated as Part 1 on Plan 57R-10699, being Part of PIN: 63173-0099 (LT) for road purposes be approved;

That staff be directed to commence the process of obtaining ownership of the required land, for nominal consideration, with all related costs payable by the applicants;

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

That the Mayor and Clerk be authorized to execute any documents and agreements required to release the municipality's interest in the subject property; and

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

Carried

14.1.4 PRC2019-008

Volunteer Management Committees Terms of Reference

LeAnn Donnelly, Executive Assistant, Community Services

CR2019-477

That Report PRC2019-008, **Volunteer Management Committees Terms of Reference**, be received; and

That the proposed Terms of Reference for various Volunteer Management Committees, as outlined in Appendix A to Report PRC2019-008 be approved, and replace all predecessor versions of Terms of Reference.

Carried

14.1.5 PUR2019-024

Request for Proposal 2019-44-OP Supply and Delivery of Maintenance and Safety Clothing

Marielle van Engelen, Buyer

Todd Bryant, Manager of Fleet and Transit Services

CR2019-478

That Report PUR2019-024, **Request for Proposal 2019-44-OP Supply and Delivery of Maintenance and Safety Clothing**, be received;

That the highest scoring proponent, Cintas Canada Ltd. of Lindsay, Ontario, be selected for the award for Request for Proposal 2019-44-OP Supply and Delivery of Maintenance and Safety Clothing for a three (3) year term;

That the option to renew the contract for an additional two (2) – one (1) year terms be awarded pending satisfactory performance, mutual agreement and annual Council budget approvals. Pricing is firm for the first year of the contract, and subsequent years, including renewals, will have a unit price increase based on the annual percentage change in the Consumer Price Index, Ontario, Clothing and Footwear, up to a maximum of 3% (three percent); and

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

Carried

14.1.6 PUR2019-027

Financial Services 2019 Q2 Quarterly Report

Launa Macey, Supervisor of Financial Services

CR2019-479

That Report PUR2019-027, **Financial Services 2019 Q2 Quarterly Report**, be received.

Carried

14.1.7 PUR2019-028

Single Source for Three Ambulance Remounts

Launa Macey, Supervisor of Financial Services

Andrew Rafton, Acting Chief of Paramedic Service

CR2019-480

That Report PUR2019-028, **2019-79-SS Single Source for Three Ambulance Remounts**, be received;

That Crestline Coach Ltd. of Saskatoon be awarded the single source purchase of three (3) ambulance remounts for 2019 at a total cost of \$350,372.00 plus HST;

That following successful completion of the 2019 remounts, Crestline Coach Ltd. of Saskatoon be awarded an additional three year contract, to 2022, to provide ambulance remounts to the City;

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 Financial Services Division be authorized to issue a purchase order.

Carried

14.1.8 PUR2019-030

2019-80-SS Single Source for New Ambulance Power-LOADs

Launa Macey, Supervisor of Financial Services

Andrew Rafton, Acting Chief of Paramedic Service

CR2019-481

That Report PUR2019-030, **2019-80-SS, Sole Source for New Ambulance Power-LOADs**, be received;

That Stryker EMS Equipment be awarded the Sole source purchase of four (4) new ambulance Power-LOADs at a total cost of \$105,283.20 plus HST;

That following successful purchase of the 2019 Power-LOADs, Stryker EMS Equipment be awarded an additional three year contract, to 2022, to provide the Power-LOADs to the City;

That subject to receipt of the required documents, the Mayor and Clerk be authorized to execute the agreements to award the contract on an as required basis; and

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

Carried

14.1.9 PUR2019-029

2019-47-OQ Hot and Cold Mix Road Patching Services

Linda Lee, Buyer

Richard Monaghan, Supervisor – Public Works

CR2019-482

That Report PUR2019-029, **2019-47-OQ Hot and Cold Mix Road Patching Services**, be received;

That Marquis Snow and Ice be selected for the award of 2019-47-OQ Hot and Cold Mix Road Patching Services at the estimated quotation amount of \$92,660.30 plus HST. The initial term will be for a three (3) year period from September 1, 2019 to December 31, 2021 with a CPI increase being added for 2020 and 2021;

That pending successful completion of the initial term, staff be authorized to enter into contract for one (1) – two (2) year optional term with CPI increases being added for each additional year;

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 Financial Services Division be authorized to issue a Purchase Order.

Carried

14.1.12 PUR2019-036

Single Source for Reactivator Thickener Rehabilitation at the Lindsay Water Treatment Plant

Launa Macey, Supervisor of Financial Services
Tauhid Khan, Asset Management Coordinator

CR2019-483

That Report PUR2019-036, **Single Source for Reactivator Thickener Rehabilitation at the Lindsay Water Treatment Plant**, be received;

That Council authorize the single source purchase to Ecodyne Limited for the rehabilitation of the reactivator thickener at the Lindsay Water Treatment Plant at a total cost of \$280,000.00 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 purchase order.

Carried

14.1.14 ENG2019-014

Request for Speed Reduction – Portage Road (CKL Road 48) and Valley Road

Joseph Kelly, Senior Engineering Technician

CR2019-484

That Report ENG2019-014, **Request for Speed Reduction –Portage Road (CKL Road 48) and Valley Road**, be received;

That the speed limit of Portage Road (CKL Rd 48) from Simcoe Street to the existing 60 km/h zone (1100m west of CKL Rd 46) be posted at 60 km/h;

That the speed limit of Valley Road from Frank Hill Road to a point 600m east be posted at 60 km/h;

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

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

Carried

14.1.15 ENG2019-019

Request for All-Way Stop – Stinson's Bay Road and Graham Drive

Joseph Kelly, Senior Engineering Technician

CR2019-485

That Report ENG2019-019 **Request for All-way Stop – Stinson's Bay Road and Graham Drive**, be received.

Carried

14.2 Correspondence

14.3 Items Extracted from Consent

14.1.1 PLAN2019-046

Parking Requirements – Additional Development of 82 Kent Street West, Lindsay

Ian Walker, Planning Officer – Large Developments

CR2019-486

Moved By Councillor Dunn

Seconded By Councillor Yeo

That Report PLAN2018-046, **Parking Requirements – Additional Development of 82 Kent Street West**, be received.

Carried

Moved By Councillor Dunn

Seconded By Councillor Ashmore

That the matter be referred to staff to provide actual costs for parking spaces with a report back to Council.

Motion Failed

Moved By Councillor O'Reilly

Seconded By Councillor Yeo

That Council requires cash-in-lieu of parking for the additional development of 82 Kent Street West, Lindsay, in the sum of \$18,158.15 as cash in lieu for 8 parking spaces.

Motion Failed

CR2019-487

Moved By Councillor Yeo

Seconded By Councillor Dunn

That Council requires cash-in-lieu of parking for the additional development of 82 Kent Street West, Lindsay, in the sum of \$6,109.04 as cash in lieu for 8 parking spaces.

Carried

14.1.10 PUR2019-031

2019-42-CP Lindsay Ops Landfill Electricity Generation System Optimization Study

Linda Lee, Buyer

Lisa Peimann, Executive Assistant, Engineering and Corporate Assets

CR2019-488

Moved By Councillor Ashmore

Seconded By Councillor Veale

That Report PUR2019-031, **2019-42-CP Lindsay Ops Landfill Electricity Generation System Optimization Study**, be received;

That The Greer Galloway Group Inc. be selected for the award of 2019-42-CP Lindsay Ops Landfill Electricity Generation System Optimization Study for the total quoted amount of \$47,250.00 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 Financial Services Division be authorized to issue a purchase order.

Carried

14.1.11 PUR2019-032

2019-70-CQ Gravel Road Rehabilitation

Linda Lee, Buyer

Mike Farquhar, Supervisor, Technical Services

CR2019-489

Moved By Councillor O'Reilly

Seconded By Councillor Yeo

That Report PUR2019-032, **2019-70-CQ Gravel Road Rehabilitation**, be received;

That Royel Paving, a division of CRH Canada Group Inc. be selected for the award of Quotation 2019-70-CQ Gravel Road Rehabilitation for the quoted price of \$1,503,603.50 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 Financial Services Division be authorized to issue a purchase order.

Carried

14.1.13 ED2019-018

Downtown Revitalization – Public Washrooms in Downtowns

Carlie Arbour, Economic Development Officer – Community on behalf of the
Downtown Revitalization Committee of Council

CR2019-490

Moved By Councillor Yeo

Seconded By Councillor Veale

That Report ED2019-018, **Downtown Revitalization – Public Washrooms in Downtowns**, be received;

That Staff provide Council with high level capital and operating cost estimates for providing public washrooms near the wharf in Coboconk and in Downtown Fenelon Falls, including location options by Q1 2020; and

That Staff be directed to work with the Downtown Revitalization Committee to better understand the current gaps and potential alternative opportunities for addressing the need for washrooms in downtowns (including, but not limited to walking distance, signage, and locations).

Carried

14.1.16 SOC2019-001

2019-2020 Social Services Service Plan

Janine Mitchell, Manager, Human Services

CR2019-491

Moved By Councillor Dunn

Seconded By Councillor O'Reilly

That Report SOC2019-001, **2019 – 2020 Social Services Service Plan**, be received; and

That the 2019-2020 Social Services Service Plan, Attachment A to Report SOC2019-001, be endorsed.

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.

CR2019-492

Moved By Councillor Yeo

Seconded By Councillor Dunn

That the By-Laws shown in Section 17.1 of the Agenda, namely: Items 17.1.1 to and including 17.1.8 be read a first, second and third time, passed, numbered, signed and the corporate seal attached.

Carried

17.1 By-Laws by Consent

17.1.1 By-law 2019-112

A By-law to Authorize the Financing of Capital Projects in the City of Kawartha Lakes

17.1.2 By-law 2019-113

A By-law to Appoint a Municipal Law Enforcement Officer for Limited By-law Enforcement Purposes (A. Hansen)

17.1.3 By-law 2019-114

A By-law to Repeal By-law 2014-141, as Amended, being A By-Law to Licence, Regulate and Govern Kennels in Kawartha Lakes

17.1.4 By-law 2019-115

Stop Up and Close Part of the Original Shore Road Allowance Along Lake Dalrymple Lying in Front of Point A, Concession 1, in the Geographic Township of Carden, City of Kawartha Lakes, designated as Parts 1, 2, and 3 on Reference Plan 57R-10757 and to Authorize the Sale of the Land to the Abutting Owners

17.1.5 By-law 2019-116

A By-Law to Amend the Township of Emily Zoning By-Law No. 1996-30 to Rezone Land Within the City of Kawartha Lakes

(File D06-2019-005, Report PLAN2019-023 and PLAN2019-045 - 19 Cardinal Road , Dalrymple)

17.1.6 By-law 2019-117

A By-Law to Amend the Township of Bexley Zoning By-Law No. 93-09 to Rezone Land Within the City of Kawartha Lakes

(File D06-2019-008, Report PLAN2019-044 - 22 Bayview Lane and part of 1266 North Bay Drive)

17.1.7 By-law 2019-118

A By-law to Amend By-law 2005-328 being A By-law to Establish Speed Limits (CKL Road 48 and Valley Road)

17.1.8 By-law 2019-119

A By-law to Amend the Township of Somerville Zoning By-law No. 78-45 to Rezone Land within the City Of Kawartha Lakes

(File D06-2019-016, Report PLAN2019-043 - 121 Cowpath Trail, Burke)

17.2 By-Laws Extracted from Consent

18. Notice of Motion

Council recessed at 2:19 p.m. and reconvened at 2:33 p.m.

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

19.1 Adoption of Closed Session Agenda

CR2019-493

Moved By Councillor Yeo

Seconded By Councillor Dunn

That the Closed Session agenda be adopted as circulated.

Carried

19.2 Disclosure of Pecuniary Interest in Closed Session Items

There were no declarations of pecuniary interest disclosed.

19.3 Move Into Closed Session

CR2019-494

Moved By Councillor Ashmore

Seconded By Councillor Dunn

That Council convene into closed session at 2:33 p.m. in order to consider matters on the Tuesday, August 13, 2019 Closed Session Agenda and that are

permitted to be discussed in a session closed to the public pursuant to Sections 239(2)(b)(d)(e)(f) of the Municipal Act, S.O. 2001. S.25.

Carried

20. Matters from Closed Session

20.1 Item 19.3.2

CR2019-503

Moved By Councillor Seymour-Fagan

Seconded By Councillor Richardson

That the following member of the public be appointed to the Fenelon Landfill Public Review Committee:

Sharon Britton Dankiw for a term ending December 31, 2022.

Carried

20.2 Item 19.3.3

Manager Patterson provided a verbal update to Council on the Ontario Nurses Association (ONA) Bargaining.

20.3 Item 19.3.4

Manager Patterson provided a verbal update to Council on the Kawartha Lakes Professional Firefighter Association Local 1701 Bargaining.

20.4 Item 19.3.5

The City Solicitor provided information to Council pertaining to the status of litigation concerning 790 Elm Tree Road, Little Britain.

20.5 Item 19.3.6

The City Solicitor provided information to Council relating to Local Planning Appeals Tribunal Case PL120217.

20.6 Item 19.3.7

Mayor Letham and Director Stover provided a verbal update to Council on a personnel matter.

21. Confirming By-Law

21.1 By-law 2019-120

**A By-law to Confirm the Proceedings of a Regular Meeting of Council,
Tuesday, August 13, 2019**

CR2019-504

Moved By Councillor Ashmore

Seconded By Councillor O'Reilly

That a by-law to confirm the proceedings of a Regular Council Meeting held Tuesday, August 13, 2019 be read a first, second and third time, passed, numbered, signed and the corporate seal attached.

Carried

22. Adjournment

CR2019-505

Moved By Councillor Yeo

Seconded By Councillor Dunn

That the Council Meeting adjourn at 3:10 p.m.

Carried

Read and adopted this 24th day of September, 2019.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

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

CC2019-20
Thursday, September 5, 2019
Open Session Commencing at 9:00 a.m.
Emergency Services Training Centre
710 Cameron Road
Cameron, Ontario
K0M 1G0

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 9:00 a.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.

Early departure: Councillor R. Ashmore 1:45 p.m.

CAO R. Taylor, City Clerk C. Ritchie, Deputy Clerk A. Rooth, City Solicitor R. Carlson, Directors C. Marshall, B. Robinson, J. Rojas, J. Stover, C. Shanks, R. Sutherland, Chief M. Pankhurst and Acting Chief A. Rafton were also in attendance.

2. Adoption of Agenda

CR2019-506

Moved By Councillor O'Reilly

Seconded By Deputy Mayor Elmslie

That the Agenda for the Open Session of the Special Council Meeting of Thursday, September 5, 2019, be adopted as circulated.

Carried

3. Disclosure of Pecuniary Interest

There were no declarations of pecuniary interest disclosed.

4. Deputations

5. Strategic Planning Session 2020-2023 - Meeting #2

Ron Taylor, Chief Administrative Officer

Brenda Stonehouse, Strategy Performance Specialist

5.1 Presentation - Strategic Plan Survey Results and Summary of Session #1

CAO Ron Taylor and Strategy Performance Specialist Brenda Stonehouse presented Council with the Strategic Plan Survey results and a summary of Strategic Planning Session #1.

CR2019-507

Moved By Councillor Veale

Seconded By Councillor Seymour-Fagan

That the presentation by CAO Ron Taylor and Strategy and Performance Specialist Brenda Stonehouse regarding the Strategic Plan Survey Results and summary of Strategic Planning Session #1, be received.

Carried

Council recessed at 9:40 a.m. and reconvened at 9:55 a.m.

5.2 Breakout Session - Action Item Prioritization

Council recessed at 11:48 a.m. and reconvened at 12:20 p.m.

5.3 Breakout Session - Activities and Success Indicators

Council recessed at 1:45 p.m. and reconvened at 2:00 p.m.

Councillor R. Ashmore left the Council Meeting at the recess and did not return.

5.4 Review Vision Statement

5.5 Next Steps

- Summarize results of Strategic Planning Session
- Share with staff and public and seek input
- Bring forward a Draft Strategic Plan in December 2019
- Finalize the Strategic Plan 2020-2023 in early 2020

6. Reports

7. Correspondence

8. Closed Session

9. Matters from Closed Session

10. Confirming By-Law

10.1 CC2019-20.10.1

**A By-law to Confirm the Proceedings of a Special Meeting of Council,
Thursday, September 5, 2019.**

CR2019-508

Moved By Councillor Seymour-Fagan

Seconded By Councillor Dunn

That a by-law to confirm the proceedings of a Special Council Meeting held Thursday, September 5, 2019 be read a first, second and third time, passed, numbered, signed and the corporate seal attached.

Carried

11. Adjournment

CR2019-509

Moved By Councillor Yeo

Seconded By Councillor Veale

That the Council Meeting adjourn at 2:39 p.m.

Carried

Read and adopted this 24th day of September, 2019.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

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

CC2019-21
Tuesday, September 17, 2019
Open Session Commencing at 9:00 a.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 9:00 a.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.

Early departure: Councillor R. Ashmore 11:58 a.m.

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

2. Adoption of Agenda

CR2019-510

Moved By Deputy Mayor Elmslie

Seconded By Councillor Richardson

That the Agenda for the Open Session of the Special Council Meeting of Tuesday, September 17, 2019, be adopted as circulated.

Carried

3. Disclosure of Pecuniary Interest

There were no declarations of pecuniary interest disclosed.

4. 2020 Budget Overview

Ron Taylor, CAO

Jennifer Stover, Director of Corporate Services

CAO Taylor and Director Stover presented an overview of the 2020 Proposed Budget.

CR2019-511

Moved By Councillor Veale

Seconded By Councillor Seymour-Fagan

That the presentation by CAO Taylor and Director Stover regarding the 2020 Budget Overview, be received.

Carried

Council recessed at 10:12 a.m. and reconvened at 10:24 a.m.

5. Departmental 2020 Budget Presentations

Item 5.2 was moved forward on the agenda to be dealt with next.

5.2 Public Works - Bryan Robinson, Director

Director Robinson delivered a presentation to Council on the Public Works 2020 Departmental Budget.

CR2019-512

Moved By Councillor Richardson

Seconded By Councillor Ashmore

That the presentation by Director Robinson regarding the Public Works 2020 Departmental Budget, be received.

Carried

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

CAO Taylor delivered a presentation to Council on the Mayor and Council and Office of the Chief Administrative Officer 2020 Departmental Budgets.

CR2019-513

Moved By Councillor Veale

Seconded By Councillor Seymour-Fagan

That the presentation by CAO Taylor regarding the Mayor and Council and Office of the Chief Administrative Officer 2020 Departmental Budgets, be received.

Carried

Council recessed at 11:58 a.m. and reconvened at 12:45 p.m.

Councillor Ashmore left during the recess and did not return.

CR2019-514

Moved By Councillor Richardson

Seconded By Deputy Mayor Elmslie

That the Agenda be amended to add Item 5.5, being the Departmental 2020 Budget Presentation, Corporate Services - Jennifer Stover, Director.

Carried

5.3 Engineering and Corporate Assets - Juan Rojas, Director

Director Rojas delivered a presentation to Council on the Engineering and Assets 2020 Departmental Budget.

CR2019-515

Moved By Councillor Veale

Seconded By Councillor Yeo

That the presentation by Director Rojas regarding the Engineering and Corporate Assets 2020 Departmental Budget, be received.

Carried

5.4 Community Services - Craig Shanks, Director

Director Shanks delivered a presentation to Council on the Community Services 2020 Departmental Budget.

CR2019-516

Moved By Deputy Mayor Elmslie

Seconded By Councillor Veale

That the presentation by Director Shanks regarding the Community Services 2020 Departmental Budget, be received.

Carried

5.5 Corporate Services - Jennifer Stover, Director

Director Stover delivered a presentation to Council on the Corporate Services 2020 Departmental Budget.

CR2019-517

Moved By Councillor Dunn

Seconded By Councillor Richardson

That the presentation by Director Stover regarding the Corporate Services 2020 Departmental Budget, be received.

Carried

6. Confirming By-Law

6.1 CC2019-21.6.1

A By-law to Confirm the Proceedings of a Special Meeting of Council, Tuesday, September 17, 2019

CR2019-518

Moved By Deputy Mayor Elmslie

Seconded By Councillor Yeo

That a by-law to confirm the proceedings of a Special Council Meeting held Tuesday, September 17, 2019 be read a first, second and third time, passed, numbered, signed and the corporate seal attached.

Carried

7. Adjournment

CR2019-519

Moved By Councillor O'Reilly

Seconded By Councillor Veale

That the Council Meeting adjourn at 1:52 p.m.

Carried

Read and adopted this 24th day of September, 2019.

Andy Letham, Mayor

Cathie Ritchie, City Clerk



Request to Speak before Council

Request to Make a Deputation/Presentation to
Council/Committee
City of Kawartha Lakes
City Clerk's Office
26 Francis Street, PO Box 9000
Lindsay, ON K9V 5R8
705-324-9411

Name: *

Robin Wagnell

Address: *

131 Stanley Rd.

City/Town/Village:

Woodville

Province: *

Ontario

Postal Code:

K0M2T0

Telephone: *

[REDACTED]

Email: *

[REDACTED]

There can be a maximum of two speakers for each deputation. Please list the name(s) of the individual(s) who will be speaking. The names that are listed here will be included on the Council Meeting Agenda.

Deputant One:

Robin Wagnell

Deputant Two:

First Name, Last Name

Please provide details of the matter to which you wish to speak: *

Road allowance access issues - Use of City Owned Property Adjacent to Stanley Road, Woodville.

Police action by neighbours has occurred several times causing personal isolation

City personal have advised me to no longer attempt access to the road allowance until issues resolved by council

Real estate feed back about the listing of my house--

Personal Items on the road allowance impedes Real estate agents, and potential buyers, to view the water.

So far these barriers have influenced potential buyers to withdraw interest in my property.

Agents feel that they need permission to navigate neighbours personal property by asking first

My view

Due to encroachment of the road allowance and parkland and deforestation my view is destroyed

I will submit photos of my views from my property.

Water access through road allowance---no longer user friendly

staircase was never intended for personal use only.

self entitlement of others has caused them to claim control of this staircase using No Trespassing signs

no maintenance since previous owner.

Please attach any additional supporting documents you wish to provide and submit with this completed form.

Have you discussed this matter with City Staff?

☒ Yes

☐ No

If yes, Which department and staff member(s) have you spoken to?

What action are you hoping will result from your presentation/deputation? *

I would like to regain, or at least encourage reforestation of the forest that was there when I purchased the property. I am prepared to help with this.

To enhance my property value and view.

Assure that no trespassing signs are ever used on the road allowance.

Assure that I can safely access my dock and boat.

By signing this form you are acknowledging that all of the information you are providing on this form is true, and giving the City permission to collect your personal information for the principal purpose of a request to make a deputation to Committee or Council as outlined below.

Signature:

R.L.Wagnell

Date:

9/15/2019



The personal information is being collected by the City of Kawartha Lakes for the principal purpose of a request to make a deputation to Committee or Council pursuant to the City's procedural by-law. This information, including all attachments submitted may be circulated to members of Council, staff, the general public and posted on the City website. Questions about the collection of this information should be directed to the City Clerk or Deputy Clerk at 705 324-9411 ext. 1295 or 1322.

Do you understand how your information will be used and agree to allow the City to use your personal information provided on this form, including any attachments for the purposes of requesting to make a deputation to Committee or Council? *

☒ Yes

Please complete this form and return to the City Clerk's Office by submitting it online or:
Fax: 705-324-8110 Email: agendaitems@kawarthalakes.ca



Request to Speak before Council

RECEIVED

SEP 17 2019

OFFICE OF THE CITY CLERK
KAWARTHA LAKES

Request to Make a Deputation/Presentation to
Council/Committee
City of Kawartha Lakes
City Clerk's Office
26 Francis Street, PO Box 9000
Lindsay, ON K9V 5R8
705-324-9411

Name: *

JOHN IRELAND

Address: *

11 MILL ST.

City/Town/Village:

LINDSAY

Province: *

ONTARIO

Postal Code:

K9V 2K7

Telephone: *

Home (705) 878-5861 Cell 344-0444

Email: *

johnonmillstreet@gmail.com

There can be a maximum of two speakers for each deputation. Please list the name(s) of the individual(s) who will be speaking. The names that are listed here will be included on the Council Meeting Agenda.

Deputant One:

JOHN IRELAND

Deputant Two:

Please provide details of the matter to which you wish to speak: *

Heritage Designation For
3 St David Street - 4 Riverview Road

Please attach any additional supporting documents you wish to provide and submit with this completed form.

Have you discussed this matter with City Staff?

☒ Yes

☐ No

If yes, Which department and staff member(s) have you spoken to?

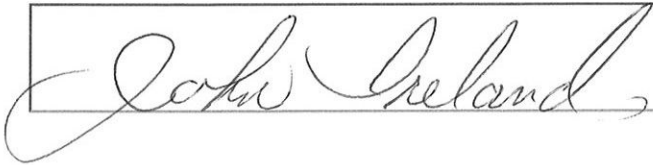
CLERKS OFFICE SARATHI .

What action are you hoping will result from your presentation/deputation? *

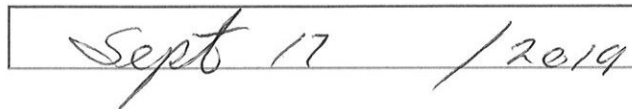
BOTH SITES ARE SAVED.

By signing this form you are acknowledging that all of the information you are providing on this form is true, and giving the City permission to collect your personal information for the principal purpose of a request to make a deputation to Committee or Council as outlined below.

Signature:



Date:



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Do you understand how your information will be used and agree to allow the City to use your personal information provided on this form, including any attachments for the purposes of requesting to make a deputation to Committee or Council? *

☒ Yes

Please complete this form and return to the City Clerk's Office by submitting it online or:
Fax: 705-324-8110 Email: agendaitems@kawarthalakes.ca



Request to Speak before Council

Request to Make a Deputation/Presentation to
Council/Committee

City of Kawartha Lakes

City Clerk's Office

26 Francis Street, PO Box 9000

Lindsay, ON K9V 5R8

705-324-9411

RECEIVED

SEP 17 2019

OFFICE OF THE CITY CLERK
KAWARTHA LAKES

Name: *

JIM GARBUTT

Address: *

231 CEDAR GLEN RD

City/Town/Village:

COKL DUNFORD

Province: *

ONT

Postal Code:

K0M1L0

Telephone: *

705-928-2956

Email: *

JLGARBUTT@SYMPHONY.CA

There can be a maximum of two speakers for each deputation. Please list the name(s) of the individual(s) who will be speaking. The names that are listed here will be included on the Council Meeting Agenda.

Deputant One:

JIM GARBUTT

Deputant Two:

Please provide details of the matter to which you wish to speak: *

- TO PROVIDE SUPPLEMENTAL INFORMATION REGARDING HISTORICAL + HERITAGE ELEMENTS RELATING TO #3 ST DAVID ST + #4 RIVERVIEW RD LINDSAY WHICH WERE THE TOPIC OF COMMITTEE OF THE WHOLE REPORT # ED 2019-017 AND AN AGENDA ITEM AT THE SEPTEMBER 10, 19 COUNCIL MEETING OF COMMITTEE OF THE WHOLE
- TO EXPLAIN THE ROLE AND RESPONSIBILITIES OF THE KAWAIAHA LAKES MUNICIPAL HERITAGE COMMITTEE
- TO BE AVAILABLE TO ANSWER ANY QUESTIONS FROM COUNCIL ON ANY OF THE ABOVE

Please attach any additional supporting documents you wish to provide and submit with this completed form.

Have you discussed this matter with City Staff?

- ☒ Yes - AT MUNICIPAL HERITAGE COMMITTEE MEETINGS WITH FORMER ECONOMIC DEVELOPMENT OFFICER AND CULTURE + HERITAGE, DEBRA SCULLE
- ☐ No - RECENT CONVERSATIONS WITH EMILY TURNER, ECONOMIC DEVELOPMENT OFFICER - HERITAGE PLANNING

If yes, Which department and staff member(s) have you spoken to?

SEE ABOVE

What action are you hoping will result from your presentation/deputation? *

THAT CITY COUNCIL WILL CONSIDER MY COMMENTS / INFORMATION BEFORE ARRIVING AT A FINAL DECISION REGARDING THE MATTERS OF #3 ST DAVID ST + #4 RIVERVIEW ROAD, LINDSAY

Signature:

Date:

59



RECEIVED

SEP 18 2019

Request to Speak before Council

OFFICE OF THE CITY CLERK
KAWARTHA LAKES

Request to Make a Deputation/Presentation to
Council/Committee
City of Kawartha Lakes
City Clerk's Office
26 Francis Street, PO Box 9000
Lindsay, ON K9V 5R8
705-324-9411

Name: *

STEPHEN CORLEY (ALL INTO STORAGE)
~~JOHN GORRILL~~

Address: *

74 COLBORNE ST. E LINDSAY

City/Town/Village:

LINDSAY

Province: *

ON

Postal Code:

K9V

Telephone: *

705-879-9513

Email: *

yelroc@hotmail.com

There can be a maximum of two speakers for each deputation. Please list the name(s) of the individual(s) who will be speaking. The names that are listed here will be included on the Council Meeting Agenda.

Deputant One:

JOHN GORRILL

Deputant Two:

Please provide details of the matter to which you wish to speak: *

2 yr DC DEFERRAL

RE: REPORT NUMBER EA 2019-012

Please attach any additional supporting documents you wish to provide and submit with this completed form.

Have you discussed this matter with City Staff?

☒ Yes

☐ No

If yes, Which department and staff member(s) have you spoken to?

ADAM FOUNDS

What action are you hoping will result from your presentation/deputation? *

DC DEFERRAL

By signing this form you are acknowledging that all of the information you are providing on this form is true, and giving the City permission to collect your personal information for the principal purpose of a request to make a deputation to Committee or Council as outlined below.

Signature:

S. Corley

Date:

Sep 18/19

The personal information is being collected by the City of Kawartha Lakes for the principal purpose of a request to make a deputation to Committee or Council pursuant to the City's procedural by-law. This information, including all attachments submitted may be circulated to members of Council, staff, the general public and posted on the City website. Questions about the collection of this information should be directed to the City Clerk or Deputy Clerk at 705 324-9411 ext. 1295 or 1322.

Do you understand how your information will be used and agree to allow the City to use your personal information provided on this form, including any attachments for the purposes of requesting to make a deputation to Committee or Council? *

☒ Yes

Please complete this form and return to the City Clerk's Office by submitting it online or:
Fax: 705-324-8110 Email: agendaitems@kawarthalakes.ca

The Corporation of the City of Kawartha Lakes

Minutes

Committee of the Whole Meeting

COW2019-09

Tuesday, September 10, 2019

Open Session Commencing at 1:00 p.m.

Council Chambers

City Hall

26 Francis Street, Lindsay, Ontario K9V 5R8

Members:

Mayor Andy Letham

Councillor Ron Ashmore

Councillor Pat Dunn

Deputy Mayor Doug Elmslie

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, 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, Administrative Assistant S. O'Connell, City Solicitor R. Carlson and Directors C. Marshall, B. Robinson, J. Rojas, C. Shanks, J. Stover and R. Sutherland were also in attendance.

2. Adoption of Agenda

CW2019-158

Moved By Deputy Mayor Elmslie

Seconded By Councillor Veale

That the agenda for the Open Session of the Committee of the Whole of Tuesday, September 10, 2019, be adopted as circulated.

Carried

3. Disclosure of Pecuniary Interest

There were no declarations of pecuniary interest disclosed.

4. Deputations

4.1 COW2019-09.4.1

Request to Purchase Land Adjacent to 1474 Fleetwood Road

Darolyn Jones

Darolyn Jones provided an overview of the portion of City-owned land adjacent to her property at 1474 Fleetwood Road that she would like to acquire; a portion of her garage encroaches onto the City owned land. Ms. Jones would like to resolve the issue so that she can close the building permit associated with the construction of her garage.

Robyn Carlson, City Solicitor, advised that under the City's By-law to Regulate the Disposition of Land the standard procedure would be to sell the land by advertising for sale to the open market, however, should Council wish to sell the land to Ms. Jones directly a council resolution to that effect would be required.

CW2019-159

Moved By Councillor Seymour-Fagan

Seconded By Councillor O'Reilly

That the deputation of Darolyn Jones, regarding a **Request to Purchase Land Adjacent to 1474 Fleetwood Road**, be received.

Carried

CW2019-160

Moved By Deputy Mayor Elmslie

Seconded By Councillor Yeo

That staff be directed to prepare a report for consideration by Council to declare the City-owned property adjacent to 1474 Fleetwood Road, in the Geographic Township of Manvers, City of Kawartha Lakes surplus to municipal needs;

That the subject property be offered for direct sale to the owner of 1474 Fleetwood Road and sold for no less than the appraised value plus any and all costs associated with the transaction; and

That this recommendation be forwarded to the September 24, 2019 Regular Council Meeting for consideration.

Carried

4.2 COW2019-09.4.2

Dock Spaces in Thurstonia

Andrew Girdler

Andrew Girdler outlined that he is interested in leasing a City-owned dock space in Thurstonia but there are no spaces available. Mr. Girdler asked if the City could establish a waiting list for dock spaces to provide an opportunity for residents to indicate that they would like a space when one becomes available.

Robyn Carlson, City Solicitor, advised that the entire dock lease program is going to be reviewed and brought to Council in 2020.

CW2019-161

Moved By Councillor Seymour-Fagan

Seconded By Councillor Dunn

That the deputation of Andrew Girdler, regarding **Dock Spaces in Thurstonia**, be received.

Carried

4.3 COW2019-09.4.3

Encroachment Licence Agreement - Use of City-Owned Land Adjacent to Stanley Road, Woodville

Kevin Waldock

Kevin Waldock advised that his property backs onto a City-owned unopened road allowance that borders properties on Stanley Road. Mr. Waldock has a garden shed and children's swing set encroaching on the unopened road allowance and his request for an Encroachment Agreement has been denied by the Land Management Committee. Mr. Waldock asked that Council reconsider the denial and proceed with the Encroachment Agreement.

CW2019-162

Moved By Councillor Yeo

Seconded By Councillor Seymour-Fagan

That the deputation of Kevin Waldock, regarding an **Encroachment Licence Agreement for the Use of City-Owned Land Adjacent to 129 Stanley Road**, be received.

Carried

4.4 COW2019-09.4.4

Use of City-Owned Property Adjacent to Stanley Road, Woodville

Robin Wagnell

Debbie Stillemonks

Robin Wagnell outlined her concern regarding the placement of permanent structures and a no trespassing sign on the City-owned unopened road allowance that borders properties on Stanley Road. Ms. Wagnell also outlined that the use of the land is limiting access to the unopened road allowance for other property owners in the area and the use of the unopened road allowance has also caused damage to the natural forested area that borders all of the properties along Stanley Road.

CW2019-163

Moved By Councillor Veale

Seconded By Councillor Richardson

That the deputation of Robin Wagnell, regarding the **Use of City-Owned Land Adjacent to Stanley Road, Woodville**, be received.

Carried

CW2019-164

Moved By Councillor Yeo

Seconded By Councillor Seymour-Fagan

That the Encroachment Agreement for 129 Stanley Road, Woodville, proceed as requested, save and except for the garden shed; and

That this recommendation be brought forward to Council for consideration at the September 24, 2019 Regular Council Meeting.

Carried

The meeting recessed at 2:16 p.m. and reconvened at 2:24 p.m.

5. Presentations

5.1 COW2019-09.5.1

2019 Flood Update

Mark Pankhurst, Chief of Fire Service

Chief Pankhurst provided an overview of the flooding that occurred in the Burnt River, Gull River and Black River water systems during Spring of 2019. Chief Pankhurst outlined how Fire Services works with other City Departments and outside agencies to prepare for and respond to flood activities. Chief Pankhurst also outlined efforts that are being made (i.e. signage installation, etc.) to notify residents when they enter a flood plain that has experienced flooding.

CW2019-165

Moved By Deputy Mayor Elmslie

Seconded By Councillor Yeo

That the presentation by Mark Pankhurst, Chief of Fire Services, regarding the **2019 Flood Update**, be received.

Carried

5.2 COW2019-09.5.2

Haliburton, Kawartha Lakes Poverty Reduction Roundtable Update

Marina Hodson, Executive Director, Kawartha North Family Health Team and Roundtable Co-Chair

Rachel Gillooly, Poverty Reduction Coordinator

Marina Hodson and Rachel Gillooly provided a brief history on the Haliburton, Kawartha Lakes Poverty Reduction Roundtable and how the organization was

established in 2012. Ms. Hodson outlined the Roundtable is working to reduce poverty in the City of Kawartha Lakes and County of Haliburton and also outlined how the City can continue to support their efforts.

CW2019-166

Moved By Councillor O'Reilly

Seconded By Councillor Ashmore

That the presentation by Marina Hodson, Executive Director of Kawartha North Family Health Team, and Rachel Gillooly , Poverty Reduction Coordinator, regarding the **Haliburton, Kawartha Lakes Poverty Reduction Roundtable Update**, be received.

Carried

5.3 COW2019-09.5.3

Affordable Housing Targets

Hope Lee, Manager, Human Services

Hope Lee, Manager, Human Services, provided an overview of the proposed affordable housing targets, how those targets were established and the efforts that can be made to help achieve those targets.

CW2019-167

Moved By Deputy Mayor Elmslie

Seconded By Councillor Dunn

That the presentation by Hope Lee, Manager, Human Services, regarding **Affordable Housing Targets**, be received.

Carried

6. Consent Matters

6.1 Reports

6.1.1 HH2019-008

Affordable Housing Targets

Hope Lee, Manager, Human Services

CW2019-168

Moved By Deputy Mayor Elmslie

Seconded By Councillor Dunn

That Report HH2019-008, **Affordable Housing Targets**, be received;

That the affordable ownership and rental targets (Ideal Model) and the processes to encourage them outlined in Report HH2019-008 be adopted;

That the policy entitled Affordable Housing Incentives, appended to Report HH2019-008, be adopted, numbered and inserted in the Corporate Policy Manual; and

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

Carried

6.1.2 CORP2019-017

Proposed Amendments to High Bill Adjustment Policy

Linda Liotti, Manager, Revenue and Taxation

CW2019-169

Moved By Councillor Dunn

Seconded By Councillor O'Reilly

That Report CORP2019-017, **Proposed Amendments to High Water Bill Adjustment Policy**, be received; and

That these proposed amendments to the High Water Bill Adjustment Policy (CP2017-006), attached as Appendix "A" to this report be brought forward for Council for approval at the September 24, 2019 Regular Council Meeting.

Carried

6.1.3 CORP2019-024

2019 Q2 Capital Close

Nicole Owens, Junior Accountant

CW2019-170

Moved By Deputy Mayor Elmslie

Seconded By Councillor Yeo

That Report CORP2019-024, **2019 Q2 Capital Close**, be received;

That the capital projects identified in Attachment A to Report CORP2018-024 be approved to be closed due to completion;

That the balances in the table below as per Attachment A be transferred to or from the corresponding reserves;

Capital Projects Reserve	\$87,480.19
Public Works Fleet Reserve	\$432,429.85
Police Reserves	\$62,304.44
Sewer Infrastructure Reserve	\$2,135.56
Water Infrastructure Reserve	\$25,960.40

That the following projects be granted an extension to December 31, 2019:

· 928180100 - IT Systems
· 932170201 - ***Bethany Fire Station Replacement (2017-2018)
· 932180100 - Fire Facilities
· 932180300 - Fire Equipment
· 983150600 - ***Urban/Rural Reconstruction Projects (2015-2017)
· 983180201 - Jennings Creek Culverts
· 983180400 - Urban/Rural Resurfacing
· 983180500 - Rural Resurfacing
· 983180700 - Road Lifecycle Extension
· 983181000 - Streetlights
· 983181100 - Traffic Signals
· 983181200 - Parking Lots
· 998180300 - Water Distribution & WW Collection 2018
· 998180400 - Water Treatment Program 2018

• 998180500 - Wastewater Treatment 2018
• 950180100 - Parkland Siteworks
• 950180200 - Parkland Facilities
• 950180300 - Parks & Rec Equipment
• 950180400 - Cemetery Siteworks
• 950180601 - Dalton Community Centre Elevator
• 953170300 - Building Envelope
• 953180100 - B&P Facilities
• 953180201 - Demo & Removal of 6 Buildings• 983180600 – Gravel Resurfacing 2018

That the following project be granted an extension to June 30, 2020:

- 998161701 - Lindsay WPCP Upgrade - Construction

That the following projects be granted an extension to December 31, 2020:

• 983180300 - Urban/Rural Reconstruction
• 998151801 - Ridout St SPS - Pumps & Flow Meter
• 950180500 - Arenas & Pools
• 950190100 - Parkland Siteworks That the following project be granted an extension to June 30, 2021: • 998110100 - Omeme WPC Plant Upgrades

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

Carried

6.1.4 MLE2019-002

Noise By-Law

Aaron Sloan – Manager of Municipal Law Enforcement and Licensing

CW2019-171

Moved By Deputy Mayor Elmslie

Seconded By Councillor Yeo

That Report MLE2019-002, **Noise By-law Review** be received;

That By-law 2005-025 be repealed;

That By-law 2018-234 being a by-law to Establish and Require Payment of Fees for Services and Activities Schedule A-12 be amended to establish an exemption fee; and

That the necessary By-laws be forwarded to Council for consideration at the next Regular Council Meeting.

Carried

6.1.5 ED2019-017

Proposed Designation of 3 St. David Street and 4 Riverview Road

Emily Turner, Economic Development Officer – Heritage Planning, on behalf of the Municipal Heritage Committee

CW2019-172

Moved By Councillor O'Reilly

Seconded By Councillor Yeo

That Report ED2019-017, **Proposed Designation of 3 St. David Street and 4 Riverview Road**, be received;

That the Committee of the Whole not endorse the Municipal Heritage Committee's recommendation to designate the 3 St. David Street and 4 Riverview Road in Lindsay under Part IV of the Ontario Heritage Act as being of cultural heritage value and interest;

That staff not be authorized to proceed with the process to designate the subject property under Part IV of the Ontario Heritage Act; and

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

Carried

6.1.6 ED2019-020

Kawartha Lakes Innovation Cluster Pilot Project Proposal

Rebecca Mustard, Manager of Economic Development

CW2019-173

Moved By Councillor Yeo

Seconded By Councillor Veale

That Report ED2019-020, **Kawartha Lakes Innovation Cluster Pilot Project Proposal**, be received;

That the Mayor and Clerk be authorized to execute any documents and agreements required to enter into an agreement with the Innovation Cluster-Peterborough Kawartha to deliver the Kawartha Lakes Innovation Cluster Pilot until December 31, 2020; and

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

Carried

6.1.7 ED2019-021

**Kawartha Lakes Small Business and Entrepreneurship Centre (KLSBEC)
Program Funding 2019- 2022**

Rebecca Mustard, Manager of Economic Development

CW2019-174

Moved By Councillor Seymour-Fagan

Seconded By Councillor O'Reilly

That Report ED2019-021, **KLSBEC Program Funding 2019-2022**, be received;

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

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

Carried

6.1.8 ENG2019-020

Downtown Reconstruction Update

Corby Purdy, Supervisor, Infrastructure Design and Construction

CW2019-175

Moved By Councillor O'Reilly

Seconded By Councillor Veale

That Report ENG2019-020, **Downtown Reconstruction Update**, be received;
and

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

Carried

6.1.9 ENG2019-021

Update on Projects within the Road Life Cycle Extension Program

Michael Farquhar, Supervisor, Technical Services

CW2019-176

Moved By Deputy Mayor Elmslie

Seconded By Councillor Yeo

That Report ENG2019-021, **Update on Projects within the Road Life Cycle Extension Program**, be received; and

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

Carried

6.1.10 RD2019-005

Roads Fee for Service Review

David MacPherson – Manager, Roads Operations

CW2019-177

Moved By Councillor O'Reilly

Seconded By Councillor Richardson

That Report RD2019-005, **RD2019-005 Winter Maintenance Fee for Service Review**, be received;

That the fee for service for winter maintenance activities be offered to the McGuire Beach Road Association at market rate; and

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

Carried

6.1.11 WWW2019-007

Requirement to Connect to Municipal Services Review

Rob MacPherson, Water and Wastewater Technician

Moved By Councillor Dunn

Seconded By Councillor Yeo

That Report WWW2019-007, **Requirement to Connect to Municipal Services Review**, be received;

That Council endorse Alternative 1 outlined within Report WWW2019-007 and direct staff to prepare the necessary amendment to the Mandatory Connection By-law; and

That this recommendation be brought forward to Council for consideration at the September 24, 2019 Regular Council Meeting.

Motion Failed

CW2019-178

Moved By Deputy Mayor Elmslie

Seconded By Councillor Yeo

That Report WWW2019-007, **Requirement to Connect to Municipal Services Review**, be received;

That Alternative 1 outlined within Report WWW2019-007 be endorsed;

That staff be directed to prepare the necessary amendment to By-law 2014-255, being the Mandatory Connection By-law, to reflect Alternative 1 within Report WWW2019-007;

That staff be directed to prepare an amendment to By-law 2018-039, being the by-law to Regulate Water and Wastewater Services, to require property owners who meet the requirements for mandatory connection to pay a fixed rate of \$50.00 per quarter for water services and \$50.00 per quarter for wastewater services; and

That this recommendation be brought forward to Council for consideration at the September 24, 2019 Regular Council Meeting.

Carried

6.1.12 WWW2019-009

Wastewater Effluent Monitoring

Rob MacPherson, Water and Wastewater Technician

CW2019-179

Moved By Councillor O'Reilly

Seconded By Councillor Seymour-Fagan

That Report WWW2019-009, **Wastewater Effluent Monitoring Feasibility Review**, be received; and

That this recommendation be brought forward to Council for consideration at the September 24, 2019, Regular Council Meeting.

Carried

6.2 Correspondence

6.3 Items Extracted from Consent

7. Closed Session

8. Matters from Closed Session

9. Adjournment

CW2019-180

Moved By Councillor Yeo

Seconded By Councillor Dunn

That the Committee of the Whole Meeting adjourn at 4:14 p.m.

Carried

Andy Letham, Mayor

Cathie Ritchie, City Clerk

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

PC2019-09
Wednesday, September 11, 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. The City of Kawartha Lakes is committed to accessibility for persons with disabilities. Please contact AgendaItems@kawarthalakes.ca if you have an accessible accommodation request.

1. Call to Order and Adoption of Agenda

Chair O'Reilly called the meeting to order at 1:01 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, Director of Development Services C. Marshall, Supervisor of Development Planning S. Rea, Planners II Q. Adebayo, D. Harding, and M. LaHay were also in attendance.

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

PAC2019-056

Moved By Councillor Seymour-Fagan

Seconded By Councillor Veale

That the agenda for the Wednesday, September 11, 2019 Planning Advisory Committee Meeting be adopted as circulated.

Carried

2. Declarations of Pecuniary Interest

J. Willock declared a conflict for Item 3.3 (Report PLAN2019-049) as the applicant is a client of his.

No other declarations of pecuniary interest were declared.

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 PLAN2019-047

Quadri Adebayo, Planner II

An application to amend the Township of Manvers Zoning By-law 87-06 on lands described as Part Lot 18, Concession 12, Geographic Township of Manvers, identified as 1067 Fleetwood Road - Trevor and Lorraine Nesbitt

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. Adebayo confirmed that the required notice was given in accordance with the Planning Act and Council direction and circulated to each owner of land within 500m, and a sign was posted on the subject property. He summarized the application, explaining that as a condition of provisional consent, the land to be retained is to be rezoned to, prohibit residential use on the agricultural lands; protect areas on the land containing natural heritage features by prohibiting development, buildings or structures; to have the retained lands be considered one lot for lot area requirements where there are two zones; and the zone boundary shall be considered a lot line for the purposes of interpreting and applying all other requirements of the Zoning By-law. For the severed land, the conditions of provisional consent require the land to be rezoned in order to restrict the use on the lot to residential and residential accessory uses. The application conforms to the Growth Plan and is consistent with the Provincial Policy Statement. Mr. Adebayo 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 Community Services and Kawartha Conservation both with no concerns. Staff are recommending that the application be referred to Council for approval. He responded to questions from Committee members.

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

Robert Clark spoke on behalf of the applicant and noted that Planning Staff have conducted a thorough review of the proposal and made himself available for any questions.

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

No other persons spoke to the application.

3.2 PLAN2019-048

Quadri Adebayo, Planner II

An application to amend the Township of Verulam Zoning By-law 6-87 on lands

described as Part of Lot 26, Concession 6, Geographic Township of Verulam, identified as 36 Walker's Road - William Ashby and Joseph McGale

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. Adebayo confirmed that the required notice was given in accordance with the Planning Act and Council direction 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 amend By-law 2019-076 that would replace the temporary use provisions with textual amendments that would allow the Live Action Role Play (LARP) use to continue on a permanent basis. At this time, the application does not demonstrate conformity with the Growth Plan and consistency with the Provincial Policy Statement. Mr. Adebayo 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 Kawartha Conservation with no concerns. Staff respectfully recommended that the proposed Zoning By-law Amendment application be referred back to staff for further review and processing until such time as the additional requirements and concerns raised by City Departments, have been addressed. He responded to questions from Committee members.

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

Beverly Saunders of EcoVue Consulting spoke on behalf of the applicant. She stated that they have been recently retained by the applicant, and will be providing an Agricultural Impact Study, and she noted that they should be able to provide comments for the servicing application. She responded to questions from Committee members.

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

No other persons spoke to the application.

3.3 PLAN2019-049

Mark LaHay, Planner II

A revised application to amend the Township of Fenelon Zoning By-law 12-95 on

lands described as Part Lot 12, Concession 7, Geographic Township of Fenelon, identified as 356 Country Lane - Moore

J. Willock left the Council Chambers at 1:21pm due to his previously declared pecuniary interest.

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 subject land from the Agricultural (A1) Zone to an Agricultural Exception (A1-**) Zone. The effect of the zoning amendment would be to permit a garden suite, which is a temporary, detached dwelling unit that is designed and constructed to be portable and is ancillary to the existing detached dwelling, as a second dwelling unit on the property. This revised application does not propose a permanent second dwelling, as was previously proposed to the Planning Advisory Committee on July 3, 2019. The application appears to conform to the Growth Plan and appears to be consistent with the Provincial Policy Statement. 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 Community Services with no concerns. Curve Lake First Nation noted concerns stating 'aboriginal knowledge' of pre-contact land use in the area, and requested an archeological assessment of the property, however staff feel this will not be required due to distance from water resources. Staff are recommending that the application be forwarded to Council for approval.

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

Tom deBoer spoke on behalf of the applicant, and thanked staff for their review of the application and the negotiation process. He made himself available for any questions from Committee members.

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

No other persons spoke to the application.

J. Willock returned to his chair at 1:27pm.

3.4 PLAN2019-050

David Harding, Planner II

An application to amend the Town of Lindsay Zoning By-law 2000-75 on lands described as Lots 8-23, 57M-802, former Town of Lindsay, identified as 97-129 Springdale Drive - Squires Built Homes Inc.

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. Harding confirmed that the required notice was given in accordance with the Planning Act and circulated to each owner of land within 120m, and two signs were posted, one on each end lot of the series of lots comprising the subject lands. He summarized the application, explaining that it proposes to permit decks to be constructed on the main levels of dwellings on lots which abut the ravine. The sloping nature of the lots combined with the walkout basement design would not otherwise permit the construction of decks. The application conforms to the 2019 Growth Plan and is consistent with the 2014 Provincial Policy Statement. Mr. Harding 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 Alderville First Nation and Community Services Department noting no concerns. Staff are recommending that the application be forwarded to Council for approval. He responded to questions from Committee members.

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

Dave Squires of Squires Built Homes Inc. made himself available for any questions.

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

Kathy Cooper of 135 Springdale Drive expressed her similar concerns for building a deck at her property, and questioned whether the same provisions from this application would be required to allow her to do the same. Planning staff advised Ms. Cooper about filing a minor variance application.

No other persons spoke to the application.

3.5 PLAN2019-051

Mark LaHay, Planner II

Applications for Official Plan and Zoning By-law Amendments on lands described as Part Lot 21, Concession 13, Geographic Township of Manvers, identified as 344 Old Mill Road - Riwoche Society

The Chair requested staff to advise on the manner of giving notice for the proposed Official Plan and zoning by-law amendments. 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 (comparing it to a previous application presented to the Planning Advisory Committee on December 7, 2016, explaining that it proposes to permit a two phase development on the land which will now include a smaller 550 sq. m. religious educational centre, compared to the previous 1,145 sq. m. proposal, with fewer rooms for accommodation (15 vs. 25) and 5 private cabins in the first phase and a 363 sq. m. place of worship (Temple) in the second phase. The area of the phased development represents approximately one third of the 40.5 ha. land while the balance of the land will be used for agricultural pursuits. The application appears to conform to the Growth Plan and to be consistent with the Provincial Policy Statement. 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:

- Community Services Department with no concerns
- Alderville First Nation with no concerns
- Curve Lake First Nation noted 'aboriginal knowledge' of pre-contact land use in the area and requested that an archeological assessment be conducted
- Kawartha Conservation provided comments on the natural heritage features of the property
- Ross Beattie of 1149 Pigeon Creek Road advised of concerns with the condition of Old Mill Road that should be upgraded due to flooding that is experienced
- Carol and Brian Wallace of 1229 Pigeon Creek Road provided a letter of support noting the positive attributes to the application

- Paul McCourt of 318 Old Mill Road was provided the geotechnical test pit report and addendum traffic letter
- Linda Carder of 215 Lifford Road provided comments with regards to the nature and type of development activity

Staff recommends that the applications be referred back to staff for further review and processing until such time as all comments have been received from all circulated Agencies and City Departments and the Planning Advisory Committee and the Public and any comments or concerns have been addressed. He responded to questions from Committee members.

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

Beverly Saunders of EcoVue Consulting spoke on behalf of the applicant, and stated that the archeological and road concerns could be addressed in a forthcoming letter, and she made herself available for any questions from Committee members.

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

David Marsh of 1115 Fleetwood posed several questions to the Committee including how many people would attend the function on the site, if there was sufficient parking, and what the applicant might do with the current site if the application is denied. He noted concerns with existing uses and construction on the site that may have been completed without a permit, and expressed concern that the road would not be able to handle the additional capacity. He requested that Old Mill Road from their property northward to Mount Horeb Road be improved to handle access to the site, and that the application be denied.

Diane Costa, Chair of the Riwoche Temple spoke to clarify the issues being raised. She stated that there is no affiliation with the nearby Cham Shan Temple, and that their core membership is significantly smaller in comparison with only 25-30 people. She stated that the main building would offer educational programs including healthy living, and traditional Buddhist courses and retreats, and typically attract 20-25 people at a time. She said the location was selected for its peace and tranquility and she believes the construction of stupas and other facilities will add to the peace in the area. They have listened to previous concerns about traffic numbers and have rented a bus, and/or carpooled attendees to the site to reduce impact, and she stated that they intend to hire local contractors where possible.

Linda Carder of 215 Lifford Road expressed concerns about the existing uses on the site, including the construction of several cabins. She posed questions inquiring if this application was approved, what other uses would be permitted in the future. She noted the number of properties in the Manvers area owned by Buddhist-affiliated groups and provided a list to Committee members for their reference. She also raised concerns about emergency vehicle access, and road conditions on Old Mill and Fleetwood Roads.

Paul McCourt of 318 Old Mill Road noted an error in a calculation on the traffic study and requested that it be corrected. He alleged several by-law violations by the applicants, stating that this has reduced the trust between the local residents with the applicants. He questioned how large such a development could grow and asked how many attendees may attend the functions on the property. He disagreed with the road improvement study, and urged the Committee to deny the application.

The Chair permitted the applicant, Beverly Saunders of EcoVue Consulting, to address the comments made by the members of the public. She stated they would revise the error in the traffic study. She also noted the site-specific nature of the application which would limit the uses on the property, and that any other future uses of the property would require a future zoning by-law amendment. She shared proposed improvements to Old Mill Road to address traffic and emergency services concerns. In conclusion, she emphasized that the development is of a limited, site-specific scope, and there is no affiliation with the larger nearby Cham Shan Temple.

No other persons spoke to the application.

The Public Meeting concluded at 2:33pm.

4. Business Arising from Public Meeting

4.1 Item 3.1

PAC2019-057

Moved By Councillor Veale

Seconded By Councillor Seymour-Fagan

That Report PLAN2019-047, respecting Part of Lot 18, Concession 12, geographic Township of Manvers, and identified as 1067 Fleetwood Road; Application No. D06-2019-020, be received;

That a Zoning By-law Amendment respecting application D06-2019-020, substantially in the form attached as Appendix D to Report PLAN2019-047, 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

4.2 Item 3.2

PAC2019-058

Moved By Councillor Seymour-Fagan

Seconded By M. Barkwell

That Report PLAN2019-048, respecting Part of Lot 26, Concession 6, geographic Township of Verulam, and identified as 36 Walker's Road; Application No. D06-2019-018, be received; and

That a Zoning By-law Amendment respecting application D06-2019-018 be referred back to staff for further review and processing until such time as the additional requirements and concerns raised by City Departments, have been addressed.

Carried

4.3 Item 3.3

J. Willock left Council Chambers due to his previously declared pecuniary interest at 2:34pm.

PAC2019-059

Moved By Mayor Letham

Seconded By T. Smith

That Report PLAN2019-049, respecting Part Lot 12, Concession 7, geographic Township of Fenelon, Application D06-2019-014, be received;

That a Zoning By-law, respecting application D06-2019-014, substantially in the form attached as Appendix D to Report PLAN2019-049 be approved and adopted by Council;

That staff be directed to prepare a Garden Suite agreement pursuant to Section 39.1 of the Planning Act, respecting this application; and

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

Carried

J. Willock returned to his chair at 2:35pm.

4.4 Item 3.4

PAC2019-060

Moved By Councillor Veale

Seconded By J. Willock

That Report PLAN2019-050, respecting Lots 8-23, 57M-802, former Town of Lindsay, City of Kawartha Lakes, identified as 97-129 Springdale Drive – Application D06-2019-019, be received;

That a Zoning By-law Amendment respecting application D06-2019-019, substantially in the form attached as Appendix D to Report PLAN2019-050, 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

4.5 Item 3.5

PAC2019-061

Moved By Mayor Letham

Seconded By M. Barkwell

That Report PLAN2019-051, respecting Part Lot 21, Concession 13, geographic Township of Manvers and municipally known as 344 Old Mill Road, Application Nos. D01-16-007 and D06-16-035, be received; and

That the applications respecting the proposed Official Plan Amendment to the City of Kawartha Lakes Official Plan and the proposed Zoning By-law Amendment to the Township of Manvers Zoning By-law, be referred back to staff for further review and until such time as all comments have been received from circulated Agencies and City Departments and any public comments and concerns have been addressed.

Carried

5. **Deputations**
6. **Correspondence**
7. **City of Kawartha Lakes Reports**
8. **Adjournment**

PAC2019-062

Moved By Councillor Veale

Seconded By Councillor Seymour-Fagan

That the Planning Advisory Committee Meeting adjourn at 2:38 p.m.

Carried

The Corporation of the City of Kawartha Lakes

Council Report

Report Number CORP2019-025

Date: September 24, 2019

Time: 1:00 p.m.

Place: Council Chambers

Ward Community Identifier: 01

Title: Vest Unsuccessful Tax Sale Property

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

Recommendation(s):

RESOLVED THAT Report CORP2019-025, **Vest Unsuccessful Tax Sale Property**, be received;

THAT the property offered for tax sale on October 12, 2017 described as

Roll No. 1651 420 002 01900.0000

Part of Lot 11, Concession 1, geographic Township of Laxton; part West half Lot 12, Concession 1, geographic Township of Laxton, as in R240800; City of Kawartha Lakes, being 63112-0086 (LT)

Be vested with the City of Kawartha Lakes; and

THAT the amount owing on this account be deemed uncollectable.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

At the Council Meeting of December 13, 2011, Council adopted the following resolution:

CR2011-1383

RESOLVED THAT Report FIN2011-054, 2011 Tax Sale Results, be received; and

THAT all properties that did not receive tenders be forwarded to the Land Management Committee for review and consideration for vesting in the City of Kawartha Lakes; and

THAT the recommendations from the Land Management Committee be provided to the Corporate Services Manager, Revenue and Taxation, no later than September 30, 2012, in order to deal with outstanding amounts in the 2012 budget year.

This report addresses that direction.

Roll No. 1651 420 002 01900.0000 (Appendix A - Map 1) did not receive any successful bids at the tax sale held on October 12, 2017. The property was offered for sale through a public tender process with a tender amount of \$19,732.11. This amount includes unpaid property taxes, penalties and fees associated with the sale of land by Municipal Tax Sale.

As directed, on March 12, 2018, the property was brought to the attention of the Land Management Committee (LMC) and was circulated for comments. The property appeared to be a non-buildable property and was considered to be a natural property with a river running through it. The LMC approved the vesting of this property with the intention of donating it to MNRF, Kawartha Land Trust, etc. Staff is therefore recommending the property be vested with the City of Kawartha Lakes.

Rationale:

Where there has been default in property taxes and no successful tenders received by the municipality in the municipal tax sale process, the alternative for the municipality to recover the outstanding taxes, penalties, fees and charges is to take ownership of the property as a way to mitigate the lost revenue.

Other Alternatives Considered:

Council may choose not to vest the property. The alternatives then are:

- Cancel the property taxes and leave the property in the ownership of the current owner and continue to cancel the taxes each year – this option is

not in the best interest of the City as it sets a precedence for non-payment of taxes; or

- Allow the taxes to continue to accumulate – this option will result in tax arrears continuing to accrue to an amount owing that exceeds the value of the property.

Financial/Operation Impacts:

The outstanding property taxes, penalties, fees and charges as of September 6, 2019 are as follows:

Roll No.	Outstanding Taxes as of September 6, 2019
1651 420 002 01900.0000, Map 1	\$23,222.35

The education portion of the outstanding property taxes will be charged back to the School Board if Council supports the recommendation.

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

Strategic Enabler – Fiscal Resource Management – Uncollectable property taxes are a burden to the municipality. Where appropriate assuming ownership of a property where recovery of property taxes has been unsuccessful through the municipal tax sale process allows the municipality to change the debt to the municipality into an asset and a potential future revenue opportunity.

Consultations:

Advised Legal – Realty Services

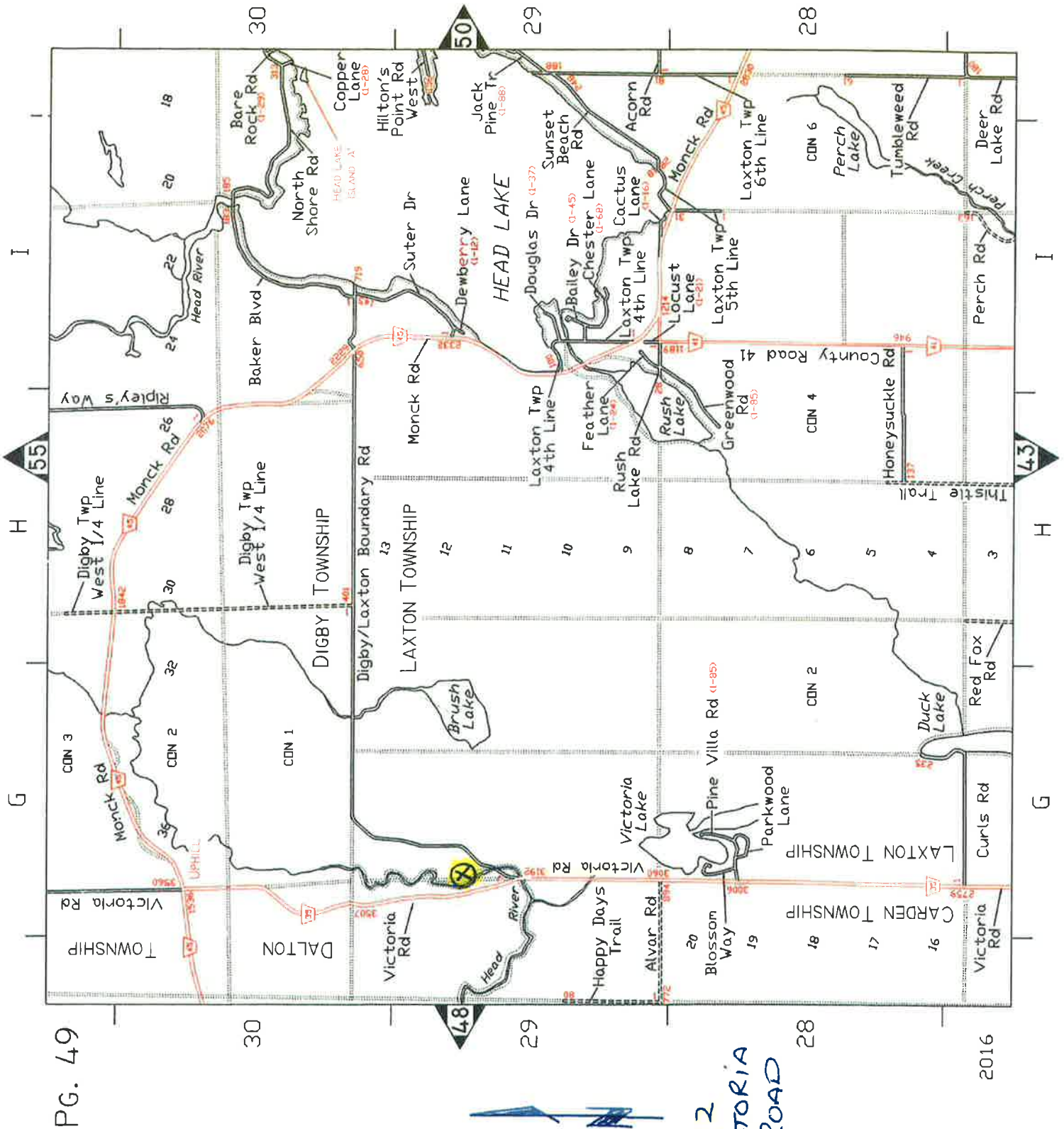
Attachments:



**Appendix A - Map
1.pdf**

Department Head E-Mail: jstover@kawarthlakes.ca

Department Head: Jennifer Stover





Legend

- ☐ Upper Municipalities
- ☐ Lower Tier Municipalities

Notes

Notes

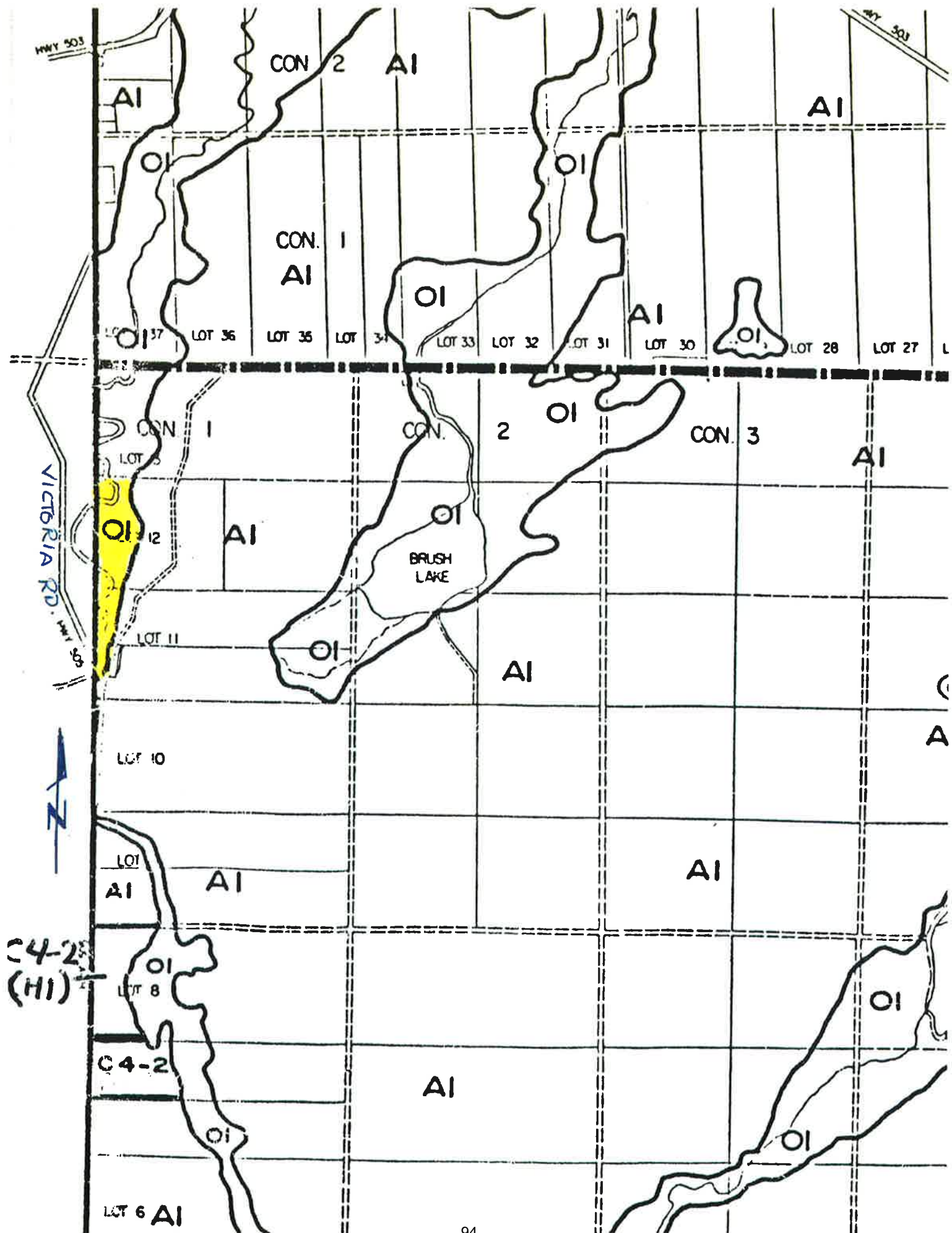
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Kilometers

WGS_1984_Web_Mercator_Auxiliary_Sphere
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SECTION 7

OPEN SPACE (01) ZONE

7.1 01 USES PERMITTED

No person shall hereafter use or change the use of any land in an Open Space (01) Zone, except for one or more of the following uses:

- a. Golf Courses
- b. Parks
- c. Athletic fields, ski lifts and similar uses
- d. Agricultural uses
- e. Resource Management

7.2 01 PROHIBITION OF BUILDING CONSTRUCTION

In an Open Space (01) Zone no person shall hereafter erect any building or structure except structures accessory to a permitted use.

The Corporation of the City of Kawartha Lakes

Council Report

Report Number PUR2019-033

Date: September 24, 2019

Time: 1:00 p.m.

Place: Council Chambers

Ward Community Identifier: All

Title: Request for Proposal 2019-72-OP Financial Audit Services

Author and Title: Krystina Cunningham, Buyer

Co-Author and Title: Carolyn Daynes, Treasurer

Recommendation(s):

That Report PUR2019-033, Request for Proposal 2019-72-OP Financial Audit Services, be received;

That the highest scoring Proponent, Deloitte, be selected for the award of Request for Proposal 2019-72-OP for Financial Audit Services for a 5-year period ending December 31, 2023;

That upon successful completion of initial term that the City enter into an optional 1 – 3-year term to December 31, 2026;

That subject to receipt of the required documents, that Mayor and City Clerk be authorized to execute the agreement to award Proposal 2019-72-OP for Financial Audit Services.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

The City of Kawartha Lakes requires Auditing Services annually and it is beneficial for the City to have a service provider on contract. The Request for Proposal 2019-72-OP Financial Audit Services was released and advertised in accordance with the Purchasing Policy. The RFP requested services for a period of five (5) years ending with the December 31, 2023 financial statement audit to be performed in the spring of 2024. The proposal closed on August 1, 2019 and was opened August 1, 2019 by Krystina Cunningham, Buyer. Proposals were received from the following:

Name of Company
Baker Tilly KDN LLP
BDO Canada LLP
Deloitte
MNP LLP

The Evaluation Committee carefully evaluated and scored each Proposal by consensus based on the criteria described in the Request for Proposal. Deloitte was found to be the highest compliant proposal. References were checked and found to be favorable.

Rationale:

Staff recommended that the highest scoring Proponent, Deloitte, be selected for the award of the Request for Proposal for the 5-year period ending December 31, 2023.

Other Alternatives Considered:

No other alternative is being considered as a competitive procurement process was conducted and the highest scoring proponent is being recommended.

Financial/Operation Impacts:

Funds for Proposal 2019-72-OP Financial Audit Services will be expensed to 12600.74105 "Financial Services - Audit Fees" and, 81000.74105 "KLHHC Housing Administration – Audit Fees".

The Financial Audit is an initiative that is completed and budgeted for annually and there is sufficient budget to support the award of the contract.

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

The City of Kawartha Lakes 2016-2020 Strategic Plan identifies its enablers as:

- Enabler 1 – Fiscal Resource Management
- Enabler 2 – Human Resource Management
- Enabler 3 – Municipal Service Excellence
- Enabler 4 – Asset Management

The proposed Financial Audit Services implements the City's vision as outlined in the City of Kawartha Lakes Strategic Plan by supporting the Fiscal Resource Management enabler which contributes to the betterment of services provided by the City.

Consultations:

Director of Corporate Services
Treasurer
Supervisor Treasury

Attachments:

N/A

Department Head E-Mail: jstover@kawarthalakes.ca

Department Head: Jennifer Stover, Director of Corporate Services

The Corporation of the City of Kawartha Lakes

Council Report

Report Number PUR2019-037

Date: September 24, 2019

Time: 1:00 p.m.

Place: Council Chambers

Ward Community Identifier: Ward 1 and Ward 6

Title: 2019-63-CQ Centennial and Omemee Washroom Renovations

Author and Title: Linda Lee, Buyer

Rod Porter, Capital and Special Projects Supervisor

Recommendation(s):

That Report PUR2019-037, 2019-63-CQ Centennial and Omemee Washroom Renovations, be received;

That Gerr Construction Limited be selected for the award of 2019-63-CQ Centennial and Omemee Washroom Renovations for the quotation price of \$533,000 plus HST;

That project 950180114 – Centennial Park Roadways be closed and \$87,000 be returned to Capital Reserves;

That project 950180115 – Centennial Park Shelter be closed and \$50,000 be returned to Capital Reserves;

That project 950180116 – Centennial Park Exterior Lighting be closed and \$7,000 be returned to Capital Reserves;

That additional funding of \$147,549 be added to project 950190201 – Centennial Park Washrooms from Capital Reserves;

That additional funding of \$80,872 be added to project 950180204 – Omemee Park Washrooms from Capital Reserves;

That the Mayor and Clerk be authorized to sign the agreement; and

That Purchasing be authorized to create the purchase order.

Department Head: _____

Financial/Legal/HR/Other: _____

Chief Administrative Officer: _____

Background:

Washroom facilities at Centennial Trailer Park and Omemee Municipal Park have reached the point in which significant renovations are required. The goal of the renovation for both facilities is to improve accessibility, privacy and update the washrooms to a modern standard. The external structures for both buildings are sound. The project will focus on removing barriers for accessibility, replacing the building mechanical and plumbing systems and improving privacy and security for the occupants.

Request for quotation 2019-63-CQ Centennial and Omemee Washroom Renovations was released for advertising in accordance with the purchasing policy.

The quotation closed on Thursday July 18, 2019 and was opened in a public meeting by Patrick O'Reilly, Councilor and Linda Lee, Buyer with the following results:

Company	Amount Read at Public Opening
Gerr Construction	\$533,000.00
Gallant Construction	\$603,573.30
MVW Construction	\$616,800.00
Jeffrey G. Wallans	\$623,330.00

The Omemee Municipal Park project 2018-104-CQ was issued and all the submissions exceeded the approved budget and it was cancelled. A second procurement document was issued, and it too has exceeded the budget. Building construction costs have increased significantly over the past two years and additional funds are required to complete the project.

The Centennial Trailer Park washroom renovation including accessible improvements is considered a priority by staff based on customer feedback. The need for improved and accessible washrooms is considerably higher than other maintenance items in the park. Therefore, the funding for the projects requested through the 2018 capital budget process are being recommended to be re-allocated to the washroom renovation project. Staff believes that imminent repairs/replacements are not required to the current interior roadways, shelter or exterior lighting.

Rationale:

Staff recommends that Gerr Construction Limited be selected for the award of Quotation 2019-63-CQ Centennial and Omemee Washroom Renovations for the quoted price of \$533,000 not including HST.

Other Alternatives Considered:

The scope of the washroom renovation at Omemee Municipal Park could be reduced to simply cosmetic work. The funding required to complete this work could be accessed through the current project balance, with no impact to the Capital Reserve balance. The cosmetic work would not address the accessible requirements identified in the Ontario Building Code (OBC) or the City's Facility Accessibility Design Standards (FADS). It is likely that additional funds would be requested in subsequent years to address these accessibility concerns at Omemee Municipal Park.

Financial/Operation Impacts:

Project Number	Project Budget	Other Committed Funds *see below	Project Balance	Purchase Amount (excl. HST)	10% Contingency	HST Payable	Total Amount	Project Balance
950180204 Omemee Park Washroom	\$90,000	\$13,041	\$76,959	\$141,000	\$14,100	\$2,730	\$157,830	<\$80,872>
950190201 Centennial Park Washroom	\$318,000	\$26,760	\$291,240	\$392,000	\$39,200	\$7,589	\$438,789	<\$147,549>
950180114 Centennial Park Roadways	\$87,000	\$0	\$87,000	\$0	\$0	\$0	\$0	\$87,000
950180115 Centennial Park Shelter	\$50,000	\$0	\$50,000	\$0	\$0	\$0	\$0	\$50,000
950180116 Centennial Park Exterior Lighting	\$7,000	\$0	\$7,000	\$0	\$0	\$0	\$0	\$7,000
Totals	\$552,000	\$39,801	\$512,199	\$533,000	\$53,300	\$10,319	\$596,619	<\$84,420>

*Other committed funds include site survey and architectural design expenses.

Upon completion of the work, 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.

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

This project relates to all of the goals outlined in the Strategic Plan:

- Goal 1 – A Vibrant and Growing Economy
 - Recommendations in this report will support effective park operations and service delivery within the facilities, 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 two parks in question, adding to an exceptional quality of life.
- Goal 3 – A Healthy Environment
 - Having sound, safe and accessible washroom facilities within municipal parks creates spaces for residents to enjoy increased activity and an active lifestyle.

Review of Accessibility Implications of Any Development or Policy:

Multiple capital projects to improve accessibility within municipal recreation facilities have taken place over the last few years. With the completion of these two projects the City will further improve facilities and increase accessibility.

Consultations:

Junior Accountant

Department Head E-Mail: Craig Shanks, Director of Community Services

Department Head: cshanks@kawarthalakes.ca

Department File: 2019-63-CQ Centennial and Omemee Washroom Renovations

The Corporation of the City of Kawartha Lakes

Council Report

Report Number PUR2019-038

Date: September 24, 2019

Time: 1:00 p.m.

Place: Council Chambers

Ward Community Identifier: All

Title: Request for Quotation 2019-61-OQ Supply and Operation of Plow Trucks for Winter Maintenance of Secondary Roads

Author and Title: Marielle van Engelen, Buyer
Oliver Vigelius, Manager, Roads Operations

Recommendation(s):

That Report PUR2019-038 Request for Quotation 2019-61-OQ Supply and Operation of Plow Trucks for Winter Maintenance of Secondary Roads, be received;

That Marquis Snow & Ice Ltd., be awarded the following winter maintenance areas: Woodville, Kirkfield and Mariposa, for an initial contract term of two years, for a total estimated contract value for the 2019/2020 winter season of \$138,250.00;

That Fairview Trucking Inc, be awarded the following winter maintenance areas: Sturgeon Point, Sturgeon North Shore and Thurstonia/Pleasant Point, for an initial contract term of two years, for a total estimated contract value for the 2019/2020 winter season of \$248,500.00;

That two (2) – one (1) year optional terms be awarded, subject to vendor performance review, annual City of Kawartha Lakes Council budget approval and mutual consent of both parties; and

That subject to receipt of the requested documents, the Mayor and Clerk be authorized to execute the contract;

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

Request for Quotation 2019-61-OQ Supply and Operation of Plow Trucks for Winter Maintenance of Secondary Roads, was released for advertising in accordance with the purchasing policy.

Pricing was requested for the following winter maintenance areas:

Norland
Long Beach
Rosedale
Woodville
Kirkfield
Mariposa
Fenelon Falls
Sturgeon Point
Sturgeon North shore
Thurstonia/Pleasant Point

The quotation closed on July 25, 2019 and was opened in a public meeting by Pat Dunn, Councilor and Marielle van Engelen, Buyer, with the following results:

Company	Routes	Amount Read at Public Opening
Fairview Trucking Inc.	Sturgeon Point	\$5,310.00
	Sturgeon North shore	\$5,310.00
	Thurstonia /Pleasant Point	\$13,075.00
Marquis Snow and Ice Ltd.	Woodville	\$6,680.00
	Kirkfield	\$1580.00
	Mariposa	\$4,765.00
W.G. Jackett & Sons Construction Limited	Sturgeon Point	\$10,019.50
	Sturgeon North Shore	\$10,019.50
The Imrie Group	Woodville	\$8,825.00
	Kirkfield	\$760.00

During the evaluation The Imrie Group was found to be non-compliant with the requirements of the quotation and as per the Purchasing Policy they were disqualified.

The quotation amount read at public opening was the sum of the unit prices of one circuit of each type of winter service: plow only, plow and sand, plow and salt, salt only and sand only.

It was determined prior to the opening and stated at the public opening that the contract value would be based on fifty (50) circuits using the plow and sand per circuit unit price.

After the evaluation of the submissions, the City requested pricing from the three (3) compliant bidders for the winter maintenance areas that were not quoted on which included Norland, Long Beach, Rosedale, and Fenelon Falls. The quotations received for these locations were determined to be over the operating budget therefore it was not recommended to award these locations.

When this pricing was added to the originally bid items, it increased the total cost to service these secondary roads for the winter season by \$174,000 over the amount budgeted for this work (representing a 43% budget increase).

Rationale:

All of the routes included in this quotation call are locations where a City tandem axle plow truck will not fit or be able to turn around at the end of the route. These are smaller “cottage” type roads (comprised of assumed, unassumed and private roads) where standard City equipment will not readily fit. Subsequently these routes are tendered out through a competitive procurement process; the results of which are detailed herein.

Staff recommends that Marquis Snow & Ice Ltd., be awarded the following winter maintenance areas: Woodville, Kirkfield and Mariposa for a total estimated contract value for the 2019/2020 winter season of \$138,250.00; and that Fairview Trucking Inc, be awarded the following winter maintenance areas: Sturgeon Point, Sturgeon North Shore and Thurstonia/Pleasant Point for a total estimated contract value for the 2019/2020 winter season of \$248,500.00.

The initial term of the contract is for two (2) years with the option to renew for two (2) – one (1) year terms. All contract renewals are subject to vendor performance review, annual City of Kawartha Lakes Council budget approval and mutual consent of both parties. Pricing is firm for the first winter season of the contract, and subsequent years, including renewals, will have a unit price increases based on the annual percentage change in the consumer Price Index, Ontario, All-Items, up to a maximum of 3% (three percent).

Other Alternatives Considered:

No other alternative is being considered as a competitive procurement process was conducted and the lowest quotations are being recommended for award from the original call for quotation.

Financial/Operation Impacts:

A cost comparison between the supplied subsequent pricing (requested after the initial quotation submission) and potential internal resources, revealed that the hiring of one (1) additional Seasonal Roads Labourer and the use of one (1)- one ton pick-up truck with plow and sander would meet the legislated and service needs of the routes in question (i.e. Norland, Long Beach, Rosedale, and Fenelon Falls) with only an increase of \$37,000 over the amount budgeted for this work (representing a 9% increase), achieving a cost avoidance of \$137,000.

In order to achieve this savings, Staff have submitted a request to the Chief Administrative Office to hire one (1) additional Seasonal Roads labourer and the use of a one (1) – one ton pick-up truck with plow and sander for the term of this contract. The truck will be an incremental request to the fleet inventory as approved under the Fleet Policy. For the 2019-2020 season Staff plan to use a retired patrol truck which was scheduled to go to auction and perform additional repairs for this season.

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

The proposed course of action detailed in this report aligns with the strategic plan by encouraging “A Vibrant and Growing Economy” by enabling winter transportation within the City.

Consultations:

Manager, Roads Operations - West Maintenance Area
Manager, Roads Operations - East Maintenance Area

Attachments:

None

Department Head E-Mail: brobinson@kawarthalakes.ca

Department Head: Bryan Robinson, Director of Public Works

Department File: 2019-61-OQ

The Corporation of the City of Kawartha Lakes

Council Report

Report Number PUR2019-039

Date: September 24, 2019

Time: 1:00 p.m.

Place: Council Chambers

Ward Community Identifier: Ward 5

Title: 2019 SS DG Biddle – Detailed Design for the Reconstruction of Colborne Street West (Charles Street to Highway 35, Lindsay)

Author and Title: Linda Lee, Buyer

Juan Rojas, Director of Engineering and Corporate Assets

Recommendation(s):

That Report PUR2019-039, 2019 SS DG Biddle Detailed Design for the Reconstruction of Colborne Street West (Charles Street to Highway 35, Lindsay), be received;

That Council authorize the single source purchase to D.G. Biddle & Associates Limited for the Detailed Design for the Reconstruction of Colborne Street West from Charles Street to Highway 35 for the total cost of \$106,500.00 not including HST;

That upon approval, the Mayor and Clerk be authorized to sign the agreement; and

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

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

COLBORNE ST (in Lindsay) Corridor Study – Municipal Class EA, Schedule B Project

This project file was completed and approved by Council at the January 10, 2017 and February 21, 2017 Regular Council Meeting, Report No. ENG2017-001 and ENG2017-002

At the Council Meeting of January 10, 2017 Council adopted the following resolution:

10.3.1 ENG2017-001

Michael Farquhar, Supervisor of Technical Services
Colborne St. Corridor Study EA

CR2017-024

Moved By Councillor Dunn

Seconded By Councillor Yeo

RESOLVED THAT Report ENG2017-001, **Colborne St. Corridor Study EA**, be received and referred back to staff to provide a new report that outlines the recommendations separately to afford Council the opportunity to make individual decisions.

CARRIED

A presentation by the consultant (HDR) was made at this meeting, no deputations

CR2017-008

Moved By Councillor O'Reilly

Seconded By Councillor Yeo

RESOLVED THAT the presentation by Carl Wong, of HDR Consultants, regarding the Colborne Street, Lindsay, Corridor Study, be received.

At the Council Meeting of Feb 21, 2017 Council adopted the following resolution:

10.3.10 ENG2017-002

Michael Farquhar, Supervisor of Technical Services, Engineering and Assets
Colborne Street Corridor Study EA Update

CR2017-151

Moved By Councillor Dunn

Seconded By Councillor Junkin

RESOLVED THAT Report ENG2017-002, **Colborne Street Corridor Study EA Update**, be received.

CARRIED

CR2017-152

Moved By Councillor O'Reilly

Seconded By Councillor Breadner

RESOLVED THAT Council endorse the preferred solution for Widening Colborne Street West from the West limits at Hwy 35 to west of St. Charles Street to a four lane cross-section with an off street multi use path.

CARRIED

CR2017-153

Moved By Councillor Dunn

Seconded By Councillor Martin

RESOLVED THAT Council endorse the preferred solution for traffic control improvements at the intersection of St. Joseph Road and Colborne Street as well as geometric improvements.

CARRIED

This report addresses that direction for the design of Colborne Street West from the West limits at Highway 35 to west of Charles Street.

Rationale:

Lindsay 2017 Developments Inc. (aka Craft Subdivision) which is the parcel of land located at the north east corner of MTO Hwy 35 and Colborne St West is currently in the process of finalizing various development applications.



The following applications for the Craft Site are currently underway:

- Official Plan Amendment Application (File No. D01-2018-005)
- Rezoning Application (File No. D06-2018-026)
- Draft Plan of Subdivision Application (File No. D05-2018-004(16T-18501))
- Site Plan Application (File No. D19-2019-001)

Craft Developments has hired D.G. Biddle & Associates Limited (Engineering Consulting Firm) to undertake the engineering designs task for the above mentioned development applications.

In order to align with the approved Colborne Street Corridor Study EA and development of the Craft Site fronting Colborne Street between MTO Highway 35 and Charles Street, it is recommended to award the design of the road to D.G. Biddle & Associates Limited.

This will maximize efficiencies between the internal private development of the Craft site and the Municipal Road upgrades of Colborne Street as well as reduce design costs.

Other Alternatives Considered:

None as staff are implementing approved Council direction as per the Colborne Street Corridor EA.

Financial/Operation Impacts:

Capital Project Number	Project Budget	Other Committed Funds	Capital Project balance	Purchase Amount (excl. HST)	Contingency 10%	HST Payable	Total Amount	Project Balance
983180316	\$85,000	\$121,365	<\$36,365>	\$106,500	\$10,650	\$2,062	\$119,212	<\$155,577>
983180300	\$6,895,615	\$6,080,237	\$815,378	\$106,500	\$10,650	\$2,062	\$119,212	\$696,166

*Other committed funds include internal staff time / wages and previously awarded contracts.

The individual project 983180316 – Colborne Street West does display a deficit; however, other projects within the main project 983180300 – Urban/Rural Reconstruction have come in under budget leaving a sufficient balance to cover the deficit.

Upon completion of the work, 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.

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

It also aligns with the Strategic Enablers of “Efficient Infrastructure & Asset Management” and “Responsible Fiscal Resource Management”.

Link to Strategic Plan:

<http://links/corpdocs/Corporate/2016%20Strategic%20Plan%20-%20City%20of%20Kawartha%20Lakes.pdf?Web=1>

Review of Accessibility Implications of Any Development or Policy:

The Accessibility coordinator was involved throughout the EA process, the stakeholders meeting and the public meetings.

The design plan will include Accessible pedestrian walkways / sidewalks.

Consultations:

Junior Accountant
CKL Development Services

Department Head E-Mail: jrojas@kawarthalakes.ca

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

**Department File: 2019 SS DG Biddle – Reconstruction of Colborne St W
(Charles Street to Hwy 35)**

The Corporation of the City of Kawartha Lakes

Council Report

Report Number RS2019-028

Date: September 24, 2019

Time: 2:00 p.m.

Place: Council Chambers

Ward Community Identifier: 5

Title: Proposed Lease Agreements between the City of Kawartha Lakes and Tenants for 8 Hangar Space at Kawartha Lakes Municipal Airport

Author and Title: Sharri Dyer, Manager – Realty Services

Recommendations:

That Report RS2019-028, Proposed Lease Agreements between the City of Kawartha Lakes and Tenants for 8 Hangar Spaces at Kawartha Lakes Municipal Airport, be received;

That notwithstanding Section 3.05 Public Notice of Disposition By-law 2018-020, which section requires that disposition by long term lease be advertised on the City website, local newspaper and on-site for a 3 week period prior to declaration of surplus by Council, that Council waive this requirement;

That the property identified in Appendix B be declared surplus for long term lease; and

That the Mayor and Clerk be authorized to execute 8 Lease Agreements attached as Appendix A on behalf of the Corporation of the City of Kawartha Lakes, being proposed vacant land Lease Agreements with interested parties for the purpose of the tenants constructing and leasing hangar space at the Kawartha Lakes Municipal Airport, each for a 25 year term.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

There are multiple interested parties in 25 year vacant land leases, each to construct and lease separate hangar spaces on the Kawartha Lakes Municipal Airport.

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

Appendix B is a general location map, Appendix C is a general hangar location map.

Rationale:

Annual rent for each lease is one thousand and fifty dollars (\$1,050.00) plus HST, calculated at Thirty (30) cents per square foot. This rent is to be indexed each year in accordance with the Ontario Consumer Price Index. This rental rate was determined by consultation with airport staff in comparable markets.

These hangars have not been constructed yet and construction by the tenant is a term of the lease. The lease contains the specific requirements of construction including that the hangar must be constructed within a three to ten (3-10) month period after execution of the lease. The tenant must also construct a paved apron from the edge of the existing taxiway to the front of the hangar. The tenant is responsible for their share of property taxes, garbage and debris clean up, utilities and maintenance and repair of the hangar. The tenant shall not store fuel (other than the fuel in the fuel tank of the aircraft), other flammable or explosive substances, or any toxic substance and waste on the leased space or anywhere on airport property. The tenant is responsible for insurance. The landlord will be responsible for grass cutting and snow removal. These leases can be assigned upon obtaining the landlord's written consent which shall not be unreasonably withheld and upon the landlord and the new tenant entering into an assignment agreement. The new tenant would be responsible for all obligations contained in the original lease. The premises can be sub-leased providing the tenant does not sub-let any hangar space for less per aircraft than the highest rate offered by Kawartha Lakes Municipal Airport.

The rights of the tenants under these leases will be no greater or lesser than any other tenant of the airport. The airport currently has storage space for twenty (20) municipal aircrafts and has one commercial tenant that is housed in a separate building.

This lease was drafted with the intention of ending up with 8 new hangars being constructed by potential tenants. The Municipal Airport General Manager has been in consultation with 2 potential tenants that have expressed interest in 4 hangar spaces each and they have expressed an intention to sign. There is also a potential for more hangars in the future.

At the end of the term, the tenant shall, if directed by the landlord, remove the hangar and return the land to its original condition.

These leases will generate funds for the City.

We are proposing that the public notification should be waived in this scenario given that the lands are currently occupied by the airport which means they are already disposed of for a period of greater than 21 years. There is also an urgency given that construction needs to follow execution of the leases.

Other Alternatives Considered:

Council could direct that the construction of new hangars and a Lease Agreement not be allowed. That is not recommended in this circumstance because it would not maximize revenue at the Airport.

Generally, people who wish to lease a private hangar own their own aircraft. Usually those aircrafts are of a higher value than that of other private owners' aircrafts. Typically they are business owners, professionals or entrepreneurs. By having this type of facility available, it will assist in attracting that type of individual to the community. It will also potentially increase revenue to other local businesses such as fuel sales, maintenance professionals and mechanical professionals.

Financial/Operation Impacts:

The revenue for the lease will be multiplied for the individual Lease Agreements.

Relationship of Recommendations to the 2016-2019 Strategic Plan:

The recommendation in this report does not specifically align with a strategic goal, but does align with the strategic enabler efficient infrastructure and asset management.

Consultations:

Municipal Airport General Manager
Airport Advisory Committee
Loomex management staff
City of Kawartha Lakes staff
Peterborough Airport staff
Staff from airports in comparable markets

Attachments:

Appendix A – Proposed Lease Agreement (Expiry 2023)



Appendix A -
Proposed Private Ha

Appendix B – General Map



Appendix B - General
Map.pdf

Appendix C – General Hangar Location Map



Appendix C - General
Hanger Location Map.

Department Head E-Mail: rcarlson@kawarthalakes.ca

Department Head: Robyn Carlson

Department File:

AGREEMENT made this 1st day of _____ of 20____

B E T W E E N

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

hereinafter called the "Landlord"

–and –

Hereinafter called the "Tenant"

1.0 PREMISES

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter respectively reserved and contained the Landlord doth demise and lease unto the Tenant that certain tract of land situate:

In the geographic Township of Ops, City of Kawartha Lakes, municipally known as 3187 Highway 35N., Lindsay, and legally described as part of the North half of Lot 23, Concession 3; part of Lot 24, Concession 3; part of the south half of Lot 25, Concession 3; as in VT63568, A12243 & VT63532, as shown on the attached Schedule "A", being approximately 3,500 square feet more or less and located within the General Aviation Area at the Kawartha Lakes Municipal Airport.

hereinafter referred to as the "Demised Premises", upon which the Tenant shall construct a hangar, designed and built in accordance with the specifications, limitations, and inclusions identified and described in Schedule "B"

2.0 TERMS AND CONDITIONS

TO HAVE AND TO HOLD the said Demised Premises for and during the term of twenty (25) years computed from the 1st of _____, 201__ and thenceforth next ensuing, and fully to be completed and ended on the ____ day of _____, 20 ("the Term").

3.0 EXTENSION OF TERM

The Landlord covenants that if:

- a. the Tenant pays all Annual Rent and additional rent punctually when due and payable and duly and regularly observes and performs all of the terms, covenants and

conditions to be observed and performed by it in accordance with the terms of this Lease;

- b. the Tenant is not then in default pursuant to the terms of this Lease;
- c. the Tenant gives the Landlord not less than sixty (60) days written notice prior to the expiration of the Term of this Lease of the Tenant's intention to extend the Term of this Lease;

then the Landlord will grant to the Tenant the right to extend the Term of this Lease upon the expiry of the initial Term for one (1) further term of ten (10) years upon the same terms and conditions as set out in this Lease except that: (i) there shall be no further right to extend the Term; and (ii) the Landlord may at its option require that the Tenant (1) execute a new net Lease; or (2) enter into an extension agreement as prepared by the Landlord at the Tenant's expense, to give effect to the extended Term.

4.0 QUIET ENJOYMENT

If so long as the Tenant performs its obligations made under this Lease, the Landlord covenants with the Tenant for quiet enjoyment.

5.0 RENT

YIELDING AND PAYING rent therefore yearly and for every year during the said Term unto the Landlord, in annual instalments, in advance, on the 1st day of January, in each and every year during the Term hereof, the Annual Rent is one thousand and fifty dollars (\$1,050) plus HST, calculated at 30c per square foot. Such rent to be adjusted each year in accordance with the Ontario Consumer Price Index

For clarity, HST means the goods and services tax imposed under the *Excise Tax Act* (Canada) and any goods and services taxes, value added, sales, use, consumption or other similar taxes of whatsoever name imposed by the Government of Canada or by a provincial or local government having jurisdiction.

For any extension of the Term thereof, the Annual Rent shall be negotiated.

6.0 ADDITIONAL RENT

Without limiting the generality of the foregoing, the Tenant covenants to pay, as additional rent, all property taxes, currently established at \$547 per year plus HST, subject to change of assessed value and/or municipal tax rate. The obligation to pay taxes shall be deemed, for the purpose of this Lease to be an obligation to pay rent.

7.0 NET LEASE AND RENT

The said Tenant covenants with the said Landlord to pay Annual Rent; and to pay taxes, including local improvements.

It is the intent of the Landlord and the Tenant that this Lease is absolutely net to the Landlord, and any amount or any obligation which is not expressly declared herein to be that of the Landlord shall be deemed to be the obligation of the Tenant to be performed by and at the expense of the Tenant, and, for greater certainty, the Tenant covenants and agrees that it will be responsible for, among other things, the cost of constructing any building(s) on the Demised Premises, maintaining, repairing (including structural) and replacing any building(s), improvements, structures and fixtures, including, without limitation, the Hangar, as may be constructed on the Demised Premises and for all other costs which a normal and prudent owner would incur and/or make as if it was a fee simple owner of the Demised Premises.

8.0 NUISANCE

The Tenant covenants that s/he will not do or permit to be done on the Demised Premises anything which may be annoying to the Landlord, or which the Landlord may deem to be a nuisance.

9.0 USE

The Tenant or any occupant shall use and occupy the Demised Premises only for the purpose of a recreational aircraft Hangar and shall not carry on any business enterprise within the Hangar.

10.0 REFUEL

No refuelling shall occur within the Hangar or fuel tanks stored on the Demised Premises; and any refuelling shall occur outside the Hangar at a designated area, as determined by the Landlord.

11.0 MAINTENANCE, REPAIR AND REPLACEMENT

The Tenant covenants, at its sole cost, to maintain, repair and replace the Demised Premises including all buildings and structures, fixtures and improvements thereon (including, without limitation the Hangar) in a clean and first-class condition, and not to cause or permit to be located on the Demised Premises:

- a. Storage of rubbish, refuse, debris or other objectionable material;
- b. Storage of inflammable or explosive substances; and
- c. Fuels, other than fuel tanks internal to the stored aircraft.

12.0 TOXIC SUBSTANCE AND WASTE

The Tenant covenants not to bring onto the Demised Premises or the Airport any toxic or hazardous materials, except in the quantity permitted by law. The Tenant shall use, store, handle and treat such materials in accordance with applicable law.

The Tenant shall be responsible for the proper removal and disposal of all hazardous or toxic substances, materials or wastes, pollutants or contaminants, aircraft fluids, petroleum products or by-products.

The Tenant shall not discharge or cause to be discharged or however pass into the sewer systems, storm drains or surface drainage facilities, at the Airport, any deleterious material, noxious, contaminated or poisonous substances;

- a. In the event of a discharge or escape of such deleterious materials, noxious, contaminated or poisonous substance in and under the control of the Tenant, the Tenant shall terminate and rectify all damage or injury therefrom to the satisfaction of the Landlord; and
- b. The Tenant shall save the Landlord harmless against and from any and all liabilities, obligations, damages, penalties, claims, cost including compliance and clean-up costs, charges, expenses and disbursements including, without limitation, legal fees and expenses, fees of expert witnesses, engineers and other consultants which may be imposed upon, incurred by or asserted against the Landlord by reason of any environmental contamination of the premises caused by the Tenant or its employees, agents or invitees.

13.0 CONSTRUCTION AND REMOVAL

- a. The Tenant shall within three (3) months of the commencement of this Lease commence the construction of a hangar on the demised premises and shall complete the construction within ten (10) months of the commencement of this Lease. If the construction of the said hangar is not substantially completed within the said ten (10) month period, and completed in accordance with the plans filed, this lease shall be terminated at the end of such period. Notwithstanding any other term to the contrary, the Tenant shall have thirty (30) days in which to remove any partially constructed hangar on the demised premises. If not removed within such period, any partially constructed hangar or remains thereof shall become the property of the Landlord.
- b. The Tenant covenants not to make any changes in surfacing, grade or landscaping, at or on the Demised Premises, except in accordance with plans therefore which have been submitted to, and approved in writing by the Landlord and to make any such changes expeditiously in a good and

workmanlike manner, including proper clean-up to the reasonable satisfaction of the Landlord;

- c. The Tenant shall, at the end of the Term hereof, if so directed by the Landlord remove from the Demised Premises at his own expense the Hangar and any building or other improvements, structures or fixtures thereon, provided that the Demised Premises shall be returned to their original condition, to the reasonable satisfaction of the Landlord. For clarity, the Tenant will repair any damage caused to the Demised Premises as a result of any removal of all buildings, structures, fixtures, and improvements thereon (including without limitation the Hangar).

14.0 PAVED APRON

The Tenant further acknowledges that the installation of a paved apron, from the edge of the paved taxiway to the front of the hangar, will be at the sole expense of the Tenant.

15.0 UTILITIES

The Tenant shall arrange for the connection to and payment of all utilities.

16.0 TRANSFER

- a. The Tenant covenants not to effect or permit a Transfer of the Demised Premises without the Landlord's prior written consent, which consent may not be unreasonably withheld. In this section, "Transfer" means (i) an assignment, sale, conveyance, sublease, disposition, or licensing of this Lease or the Demised Premises, or any part of them, or any interest in this Lease (whether or not by operation of law) or in a partnership that is a Tenant under this Lease, (ii) a mortgage, charge, lien or debenture (floating or otherwise) or other encumbrance of this Lease or the Demised Premises or any part of them or of any interest in this Lease or of a partnership or partnership interest where the partnership is a Tenant under this Lease, (iii) a parting with or sharing of possession of all or part of the Demised Premises, and (iv) a transfer or issue by sale, assignment, bequest, inheritance, operation of law or other disposition, or by subscription of all or part of the corporate shares of the Tenant or an "Affiliate" of the Tenant which results in a change in the effective voting control of the Tenant. "Transferor" and "Transferee" have meanings corresponding to the definition of "Transfer" set out above, (it being understood that for a Transfer described in subsection (iv) above, the Transferor is the person that has effective voting control before the Transfer and the Transferee is the person that has effective voting control after the Transfer). For the purposes of this Section,

“Affiliate” means an affiliate within the meaning of the *Canada Business Corporation Act* as it exists as of the date of this Lease.

- b. The Tenant shall be permitted to assign this Lease in accordance with section 16 a., subject to the Transferee and the Landlord entering into an Assignment Agreement. The Transferee shall be responsible for maintaining insurance in accordance with section 18 of this Lease and shall be responsible for all obligations contained in this Lease.
- c. In the case of a sublease, the Transferor shall not lease the Demised Premises to the Transferee for less than the highest rate offered by the Kawartha Lakes Municipal Airport.
- d. In the case of a sublease, the Transferee shall waive any rights it may have under any legal or equitable rule of law or under the *Commercial Tenancies Act* (Ontario), as amended from time to time, or any other applicable legislation, to apply to a court or to otherwise elect to (A) retain the unexpired Term of this Lease or the unexpired sublease term, (B) obtain any right to enter into any lease or other agreement directly with the Landlord for the Demised Premises or the subleased premises, or (C) otherwise remain in possession of any portion of the subleased premises or the Demised Premises, in any case where this Lease is terminated, surrendered or otherwise cancelled, including a disclaimer of this Lease by a trustee in bankruptcy of the Tenant. The Tenant and the Transferee shall promptly execute an agreement required by the Landlord to give effect to the foregoing terms.

17.0 COMPLIANCE WITH LAW AND OTHER POLICIES

The Tenant covenants to abide by any code of conduct or other policy regarding use, access and transportation within the airport development areas, including the Demised Premises, which may be established by the Landlord and any other applicable legislation.

- a. The Tenant agrees to adhere to all Transport Canada and Kawartha Lakes Municipal Airport regulations, as amended from time-to-time; and
- b. The Tenant further agrees to comply with all federal, provincial and municipal laws, rules and regulations affecting the Demised Premises, including, but not limited to the obtaining of all necessary permits and licences, and to save the Landlord harmless from any liability or cost suffered by it as a result of failure of the Tenant to do so.

18.0 INSURANCE

The Tenant covenants that s/he will not do or permit to be done any act or thing which may make void or voidable any insurance upon any building, or part thereof, upon the said Demised Premises, or which may cause any increased or additional premium to be payable for any such insurance. The Tenant shall, throughout the Term of this Lease and at its sole cost and expense keep in force insurance policies described as follows:

- a. A General Aviation Liability policy, with a combined limit of not less than \$2,000,000 for bodily injury and property damage, to provide coverage for the Demised Premises, hazard of the hangar and the Tenant's operations in and about the hangar and elsewhere on the airport property. The policy shall include the Landlord as an additional insured and shall contain a clause requiring 30 days written notice be given to the Landlord of any material change, cancellation or non - renewal of the policy;
- b. All Risk Property Insurance to cover the value of all buildings, fixtures, improvements, structures and other Tenant's property on the Demised Premises including without limitation the Hangar; and
- c. Any other insurance coverage the Landlord, acting reasonably, may require

The Tenant's insurance shall be with insurers acceptable to the Landlord, and the Tenant will provide to the Landlord a Certificate of Insurance.

The Landlord assumes no responsibility for damage by fire, theft or otherwise whatsoever, to the goods, chattels, fixtures and improvements of the Tenant or of any other person.

19.0 REVIEW OF INSURANCE COVERAGE

It is agreed by and between the Landlord and the Tenant that all insurance requirements contained in this Lease will be reviewed from time to time and insurance coverage, the policy amounts and risks covered by such insurance will be adjusted to any such limit as the Landlord may reasonably require.

20.0 INDEMNIFICATION

The Tenant agrees to indemnify and save the Landlord harmless from and against any and all actions, claims or demands made or brought against Landlord, its agents, servants and employees, by any person or persons by reason of the negligence, acts or omissions of the Tenant in connection with its occupation of the Demised Premises.

21.0 CONSTRUCTION LIEN

The Tenant shall at all times indemnify and save harmless the Landlord from and against any and all claims, demands, loss, costs, charges, actions and other proceedings under the *Construction Lien Act*, R.O.S. 1990, c C.30, as amended from time to time, in connection with

any work done for the Tenant at or on the Demised Premises, and shall at its own expense, within 10 days of notice of any such lien, certificate of action, remove from the registered title to the Demised Premises, of every claim for lien or certificate of action having to do with such work and in any event within 10 days of being notified in writing by the Landlord to do so, failing which the Landlord may see to such removal and recover the expense and all attendant costs from the Tenant as rent owing and in arrears.

22.0 SECURITY INTERESTS IN TENANT'S LEASEHOLD INTEREST

22.1 GENERAL

The Tenant may at any time mortgage, encumber, pledge or assign as security its right, title and interest in and to the leasehold estate created hereby, provided that such mortgagee, encumbrancer, pledge, or assignee operates at arm's length from the Tenant and enters into an agreement with the Landlord, as more particularly set out in Section 21.2 hereof.

22.2 MORTGAGE LENDER

The Mortgage Lender may, at any time permitted under its loan documents, foreclose or otherwise realize upon its lien on the leasehold estate created hereby and the Landlord shall recognize the person, firm or corporation acquiring the leasehold estate created hereby as the Tenant hereunder with all the rights and estate of the Tenant, provided such person, firm, or corporation first cures all defaults of the Tenant under this Lease and enters into an agreement satisfactory to the Landlord pursuant to which it agrees to assume and be bound by all the terms, covenants, and conditions hereof.

23.0 LANDLORD'S REMEDIES

23.1 GENERAL

If the Tenant or any successor, assign or other transferee makes an assignment for the benefit of creditors, or becomes insolvent or commits an act of bankruptcy as defined by the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended from time to time, or if the leasehold interest, including but not limited to any and all goods and chattels of the Tenant, is at any time seized or taken in execution or in attachment by any creditor of the Tenant, or if the Tenant or any successor, assign or other transferee is subjected to voluntary or compulsory liquidation or winding-up, or if the Demised Premises becomes abandoned or vacant for more than 30 days, or if the Demised Premises is used for any other purpose than that for which they were let, then, at the option of the Landlord, this Lease shall terminate and, the current month's rent, together with rent for the balance of the Term shall be immediately due and payable.

23.2 RECOVERY OF PAYMENT

In every of the scenarios in section 22.1, such taxes or accrued portion thereof shall be recoverable by the Landlord in the same manner as the rent hereby reserved.

23.3 PROVISIO FOR RE-ENTRY ON DEFAULTS BY THE TENANT

If:

- a. the Tenant shall default in the payment of rent or any other sums required to be paid to the Landlord by any provision of this Lease; or
- b. the Tenant shall default in performing or observing any of its other covenants or obligations under this Lease, or any contingency shall occur which by the terms of this Lease constitutes a breach hereof or confers upon the Landlord the right to re-enter or forfeit or terminate this Lease, and the Landlord shall have given to the Tenant notice of such default or the happening of such contingency, and at the expiration of ten (10) days after the giving of such notice the default or contingency shall continue to exist (or, in the case of a default or contingency which cannot with due diligence be cured within a period of ten (10) days, the Tenant fails to proceed promptly after the giving of such notice even though it thereafter proceeds with due diligence to cure the same); or
- c. this Lease shall expire or be forfeited to be terminated by any other provision in it contained, then,

the Landlord or the Landlord's agents or employees authorized by it may immediately or at any time thereafter re-enter the Demised Premises, may remove all persons and their property therefrom either by summary eviction proceedings or by any other suitable action or proceeding at law, equity or otherwise without being liable to any prosecution or damages therefor, and may repossess and enjoy the Demised Premises and all fixtures and improvements upon the Demised Premises without such re-entry and repossession working a forfeiture or waiver of the rents to be paid and the covenants to be performed by the Tenant up to the date of such re-entry and repossession.

23.4 LANDLORD'S RIGHT TO CURE DEFAULTS

The Landlord (without limiting any other remedy which it may have) shall have the right at all times to enter the Demised Premises and any structures, improvements and fixtures thereon, for the purpose of curing any default of the Tenant, and no such entry for such purpose shall be deemed to work a forfeiture or termination of this Lease, and the Tenant shall permit such entry. The Landlord shall give not less than twenty-four (24) hours' notice to the Tenant of its intention to enter for such purpose, but may enter upon a shorter period of notice, or without notice where in the Landlord's reasonable judgment there is real or apprehended emergency or danger to persons or property, or where any delay in remedying such default would or might materially

prejudice the Landlord. The Tenant shall reimburse the Landlord upon demand for all expenses incurred by the Landlord in remedying any default, together with interest hereon at the prime lending rate of The Canadian Imperial Bank of Commerce plus five percent (5%) per annum from the date incurred until paid. The Landlord shall be under no obligation to remedy any default of the Tenant, and shall not incur any liability to the Tenant for any action or omission in the course of its remedying or attempting to remedy any such default unless such act amounts to intentional misconduct or gross negligence of the Landlord.

23.5 NO EXEMPTION FROM DISTRESS

Notwithstanding the benefit of any present or future statute taking away or limiting the Landlord's right of distress, none of the goods and chattels of the Tenant on the Demised Premises at any time during the set Term shall be exempt from levy by distress for rent in arrears.

This covenant and agreement may be pleaded as an estoppel against the Tenant in any action brought to test the right to the levying upon any such goods as are named as exempted in any Act above referred to, the Tenant waiving, as he hereby does, all and every benefit that could or might have accrued to him under and by virtue of any such Act for the above covenant.

23.6 REMEDIES OF LANDLORD ARE CUMULATIVE

The remedies of the Landlord specified in this Lease are cumulative and are in addition to any remedies of the Landlord at law or equity. No remedy shall be deemed to be exclusive, and the Landlord may from time to time have recourse to one or more or all of the available remedies specified herein or at law or equity. In addition to any other remedies provided in this Lease, the Landlord shall be entitled to restrain by injunction any violation or attempted or threatened violation by the Tenant of any of the covenants hereof.

24.0 RELOCATION

Should the Landlord require the Demised Premises, the Landlord upon at least one (1) year's written notice to the Tenant, may require the Tenant to relocate to an alternative location, provided that the Landlord shall pay the Tenant's reasonable costs of relocation.

Should the Tenant wish to relocate to an alternative location, the Tenant shall first obtain the Landlord's written consent. The Tenant shall be responsible for one hundred percent (100%) of the Tenant's cost of relocation.

25.0 HOLDING OVER

Should the Tenant remain in possession of the end of the Term, any extension hereby granted or termination of the Lease, with or without consent of the Landlord, it shall be a monthly tenant only at a monthly rent equal to one hundred and fifty percent (150%) of the rent paid for the last month of the Term or any extension and be subject in all other respects to the terms of this Lease.

26.0 RIGHT OF ENTRY

The Landlord or the Landlord's representatives shall have the rights, during normal business hours, to enter the Demised Premises to inspect (i) general condition and state of repair thereof, (ii) to make repairs permitted under the Lease, (iii) to show the Demised Premises to any prospective tenant, purchaser or lender, or (iv) for any other reasonable and lawful purpose.

27.0 GRASS CUTTING AND SNOW PLOWING

The landlord will be responsible for all grass cutting and snow removal for the Demised Premises.

28.0 INTERPRETATION

It is agreed that every covenant, proviso and agreement herein contained shall enure to the benefit of and be binding upon the Parties hereto and their heirs, executors, administrators, successors and assigns, and that all covenants herein contained shall be construed as being joint and several, and that when the context so requires or permits the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neuter, as the case may be, were expressed.

29.0 ENTIRE AGREEMENT

This Lease constitutes the entire Agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any prior understandings, undertakings, representations, warranties, terms, conditions and agreements, whether collateral, express, implied or statutory, between the Parties with respect thereto.

30.0 AMENDMENTS AND WAIVERS

No amendment to this Lease will be valid or binding unless it is in writing and duly executed by all of the Parties hereto.

31.0 SUCCESSORS AND ASSIGNS

This Lease shall operate to the benefit of and be binding upon, the Parties hereto and their successors and assigns.

32.0 SURVIVAL

All representations, warranties and indemnities given by each of the Parties, all outstanding payment obligations, shall survive indefinitely the termination of this Lease.

33.0 SEVERABILITY

If any provision of this Lease is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and everything else in this Lease shall continue in full force and effect.

34.0 NOTICES

All notices required or permitted to be given under this Lease shall be in writing and shall be deemed to be properly given if hand-delivered, sent by confirmed facsimile and by registered mail postage prepaid, return receipt requested, or by courier, to the Parties at their respective addresses as set forth below, or to such other addresses as the Parties may advise by like notice. Such notices if sent by registered mail or courier shall be deemed to have been given when received.

a. if to the Landlord:

b. if to the Tenant:

35.0 FREEDOM OF INFORMATION

The Tenant understands and agrees that this Lease and any materials or information provided to the Landlord, relating to this Lease may be subject to disclosure under the *Municipal of Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M.56, as amended, or as otherwise required by law.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands and seals.

Executed at _____ on the _____ day of _____ 2019

XXXXXXX

Per: _____
Tenant

Per: _____
Tenant

We have authority to bind the Tenancy

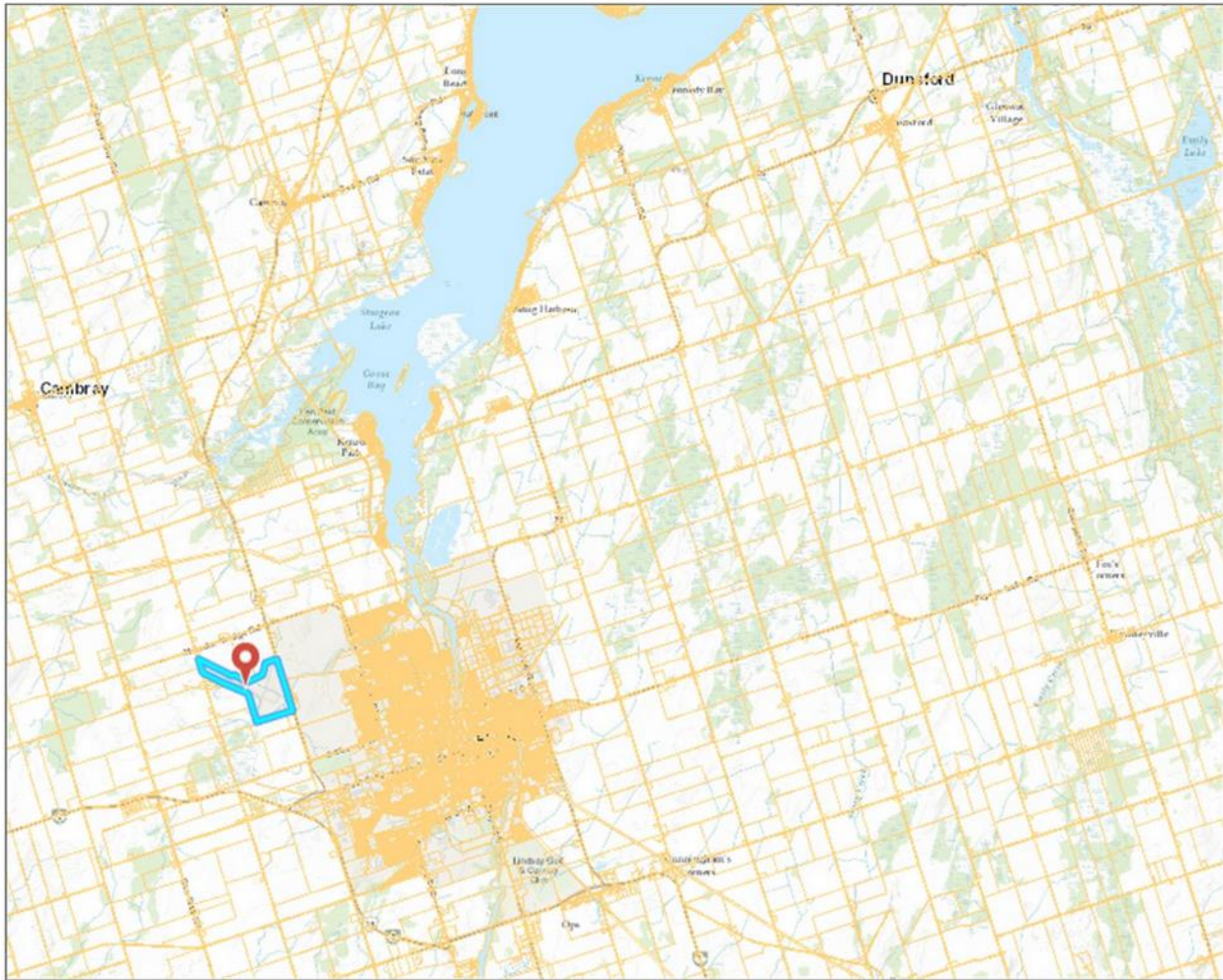
Executed at _____ on the _____ day of _____ 2019

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

Per: _____
Name: Andy Letham
Title: Mayor

Per: _____
Name: Cathie Ritchie
Title: City Clerk

We have authority to bind the Corporation





The Corporation of the City of Kawartha Lakes

Council Report

Report Number FT2019-001

Date: September 24, 2019

Time: 1:00 p.m.

Place: Council Chambers

Ward Community Identifier: All

Title: Fuel Agreement with the Ontario Provincial Police

Description: Agreement to allow OPP to use City fuel during an Emergency where City fuel supply is uninterrupted

Author and Title: Todd Bryant Manager of Fleet and Transit

Recommendation(s):

That Report FT2019-001, Fuel Agreement with the Ontario Provincial Police, be received; and

That the Mayor and Clerk be authorized to sign the Memorandum of Understanding (MOU) provided in Attachment 1 to Report FT2019-001.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

The City of Kawartha Lakes (CKL) and City of Kawartha Lakes OPP Detachment (OPP) have a joint responsibility to ensure that there is a fuel supply for the OPP during an emergency situation. In the event of such occurrence, the OPP has requested access to the City's fuel supplies to ensure service delivery to the public.

This is an arrangement that the CKL and OPP have had in place for many years through a letter issued by the Director of Public Works. For 2019, the OPP has requested that a formal agreement be entered into which would commit CKL to providing access to our fuel systems in the event the OPP is unable to access other fuel sources.

This report addresses that purpose.

Rationale:

The City of Kawartha Lakes and the City of Kawartha Lakes OPP detachment have been in discussions of fuel supply during a possible emergency situation. In the event that the OPP fuel sources become unavailable, CKL believes this would be beneficial to residents and is recommending providing access to CKL fuel supplies. The agreement is contingent that CKL fuel supplies are uninterrupted. This report will set out the Terms and Conditions under which fuel will be made available to the OPP by CKL in the attached Memorandum of Understanding (Attachment 1).

For all administrative matters impacting on the operation of this agreement, the City of Kawartha Lakes OPP Detachment Commander and the City of Kawartha Lakes Director of Public Works, or their designates, shall be the contact.

The term of this agreement shall commence on the date the final signature is applied to the agreement and continue until Dec 31, 2022 or where terminated by either or both parties. Future agreements will coincide with the term of Council. This agreement will be reviewed by both parties, and amendments, as needed, will be made in writing.

To arrange access to fuel in the event of an emergency, identified Officers of the City of Kawartha Lakes OPP Detachment will contact the CKL's Primary Roads On-Call Supervisor. The Supervisor will then direct access to the CKL fuel system that is closest and has adequate fuel.

It is understood that reimbursement will be on the basis of the prevailing rates in force at the time of the event. Fuel FOB's will be issued to the OPP detachments and accounts reconciled on an annual basis. Training shall also be provided to one detachment Officer who will be responsible for training OPP staff.

Other Alternatives Considered:

The City of Kawartha Lakes could request the OPP use a public fuel site, as they currently do. This was quickly dismissed as most public fuel sites do not have generators to run pumps.

Financial/Operation Impacts:

There will be no financial implications to the City as the agreement, when signed, will provide full cost reimbursement to the City.

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

While this report does not directly address our strategic plan, it does address strategic enablers of Municipal Service Excellence and addresses our values of collaboration, excellence and continuous improvement.

Review of Accessibility Implications of Any Development or Policy:

N/A

Servicing Implications:

N/A

Consultations:

Public Works Roads Managers

City Solicitor

Attachments:



Final - MOU - Fuel
Agreement - CKL OPP

Department Head E-Mail: brobinson@kawarthalakes.ca

Department Head: Bryan Robinson

Department File: FT2019-001

MEMORANDUM OF UNDERSTANDING

BETWEEN

Ministry of the Solicitor General
Ontario Provincial Police – City of Kawartha Lakes Detachment

AND

The Corporation of the City of Kawartha Lakes

1. PURPOSE

City of Kawartha Lakes OPP Detachment and the City of Kawartha Lakes have come to an agreement that in the event that the City of Kawartha Lakes OPP Detachment is unable to access necessary fuel supplies due to an emergency situation, the City of Kawartha Lakes will provide access to city fuel supplies if required should the City's supply of fuel remain uncompromised.

This Memorandum of Understanding (MOU) sets out the Terms and Conditions under which fuel will be made available to the City of Kawartha Lakes OPP Detachment by the City of Kawartha Lakes.

2. TERM

The term of this MOU shall commence on the date that it is signed by both parties, and continue until December 31, 2022 or until terminated by either or both parties whichever comes first.

3. PARTIES

The parties to this agreement are:

- City of Kawartha Lakes OPP, Ministry of the Solicitor General
- The Corporation of the City of Kawartha Lakes

4. CONTACT OFFICERS

For all administrative and other matters impacting on the smooth operation of this MOU, the City of Kawartha Lakes OPP Detachment Commander and the City of Kawartha Lakes Director of Public Works, or their designates, shall be the contact officers for this MOU.

Unless amended from time to time per written notice in advance, the contact officers for the parties are as follows:

Bryan Robinson, P. Eng
Director of Public Works
City of Kawartha Lakes
12 Peel St
PO Box 9000

Lindsay, ON K9V 5R8

Inspector Tim Tatchell
Detachment Commander
3028 Highway 35
Lindsay, ON K9V 4R1

5. ROLES AND RESPONSIBILITIES

To arrange access to fuel in the event of an emergency, identified Contact Officer, or their designate of the City of Kawartha Lakes OPP Detachment will contact the City's Primary Roads On-Call Supervisor as per the protocol outlined in this MOU to implement this measure.

Access to the fuel system will then be coordinated by the On-Call Roads Supervisor.

6. GENERAL TERMS AND CONDITIONS

Reimbursement: It is understood that reimbursement will be on the basis of the prevailing rates in force at the time of the event. To commence the reimbursement process, please confirm date(s) fuel was used by contacting Roads Manager Oliver Vigelius at 705-324-9411 ext. 1175.

Effective Date: The term of this Memorandum of Understanding shall be from the date of last signature to the end date of the term or termination by one or both parties, in accordance with the following terms.

Termination: Either party may terminate this Agreement at any time, without fault and without liability, upon two (2) weeks notice in writing to the other party.

Periodic Review: From time to time as circumstances require, this MOU will be reviewed and amended if necessary, upon agreement by both parties.

Dispute Resolution: Where any dispute or alleged default arises under this MOU, both parties agree that they will take all necessary steps to resolve the dispute/alleged default by mutual agreement, using the following procedures:

The City of Kawartha Lakes OPP Detachment Commander and City of Kawartha Lakes Director of Public Works, or designate, will undertake the initial negotiation on the matter in dispute. This provision does not detract from any party's recourse to the courts.

Confidentiality: Neither party shall disclose or publish at any time, any of the banking information provided without prior written consent of the other party. Both parties shall use Ministry/Agency information only to fulfill its obligations under this Agreement and for no other purpose.

Notices: Notices under this Agreement shall be in writing and sent by personal delivery or by ordinary prepaid mail. Notices by personal delivery shall be deemed to have been received at the time of delivery. Notices by mail shall be deemed to have been received on the fifth business day after the date of mailing.

7. COPIES

Copies of this agreement will be treated as originals.

8. SIGNATURES

***SIGNED ON BEHALF OF THE CORPORATION OF THE CITY OF KAWARTHA LAKES
BY ITS AUTHORIZED SIGNING OFFICERS***

Cathie Ritchie
City of Kawartha Lakes – Clerk

Date

Andy Letham
City of Kawartha Lakes – Mayor

Date

“We have authority to bind the Corporation pursuant to CR_____.”

***SIGNED ON BEHALF OF THE ONTARIO PROVINCIAL POLICE – CITY OF
KAWARTHA LAKES DETACHMENT BY ITS AUTHORIZED SIGNING OFFICER(S)***

Inspector Tim TATCHELL, Detachment Commander
City of Kawartha Lakes OPP Detachment

Date

The Corporation of the City of Kawartha Lakes

Council Report

Report Number ENG2019-022

Date: September 24, 2019

Time: 1:00 p.m.

Place: Council Chambers

Ward Community Identifier: 5

Title: **Peel Street Change Order**

Description: Extra Construction Costs Related to Removal of Contaminated Material on Peel Street

Author and Title: **Corby Purdy, Supervisor, Infrastructure, Design & Construction**

Recommendation(s):

That Report ENG2019-022, **Peel Street Change Order**, be received;

That Council authorize the increase of \$480,000 to the Capital budget program 998190307 (WW1903 Water Distribution and Wastewater Collection) to be funded \$240,000 from the Sewer Infrastructure Reserve (1.32030) and \$80,000 from the Water Infrastructure Reserve (1.32050); and

That additional funding of \$160,000 come from the Water Infrastructure Reserve (1.32050) in the event that funding for the Small Community Funds – Lindsay Cast Iron Watermain Replacement is denied or less than \$160,000 is approved.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

At the Council Meeting of March 26, 2019 Council adopted the following resolution:

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

Rationale:

During the design stage exploratory boreholes were conducted and analyzed for existing material makeup and for chemical analysis. The results showed an isolated area that had potential for hydrocarbons. The tender was released with a small quantity item for removal and disposal of contaminated fill. However, during the construction of Peel Street, soil contamination was encountered with elevated levels of lead and mercury, leading to a major increase in the total volume of soil that had to be removed from the site and treated at a licensed hazardous facility.

In total 10,443.80 tonnes of hazardous contaminated fill was removed from the site. Staff and the consultants have found some savings within other line items (provisional items) not fully utilized and used contingency in order to reduce additional funds needed/requested.

Appendix A is a map showing all borehole locations.

Appendix B is the final soils report as a result of the chemical analysis and existing material makeup.

Other Alternatives Considered:

There are no other alternatives as we are legislated to remove hazardous contaminated fill to a licensed facility.

Financial/Operation Impacts:

Additional funds in the amount of \$480,000 are required.

It is recommended that the following funding sources are utilized in order to fund the change order:

\$240,000 from Sewer Reserves. The current balance in the Sewer Infrastructure Reserves is \$ 2,058,339

\$240,000 from the Water Reserves of which \$80,000 would come from the reserves and \$160,000 from the Small Community Funds – Lindsay Cast Iron Watermain Replacement. The current balance in the Water Infrastructure is \$2,999,932. In the event that funding for the Small Community Funds – Lindsay Cast Iron Watermain Replacement is denied or less than \$160,000 is approved, remaining funds will be used from the Water Infrastructure Reserve.

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

It also aligns with the Strategic Enablers of “Efficient Infrastructure & Asset Management” and “Responsible Fiscal Resource Management”.

Review of Accessibility Implications of Any Development or Policy:

The Accessibility coordinator, the stakeholders meeting and the public meeting along with the City of Kawartha Lakes Accessibility Advisory Committee were involved throughout the Environmental Assessment process.

The design plan for Downtown will include Accessible pedestrian walkways / sidewalks, Audible pedestrian traffic signals / crossing and approved color contrast pavers on the boulevards.

Servicing Implications:

The corresponding infrastructure improvements (i.e. replacement of watermain, sanitary and storm pipe) have been incorporated into the design project and respective tender.

The City received a grant through Small Community Funds – Lindsay Cast Iron Watermain Replacement, that funds the replacement of cast iron watermain in Lindsay.

Consultations:

Junior Accountant

Attachments:

Appendix A – Map of bore hole locations



Test Pit Location
Plan.pdf

Appendix b –Final Soils Report






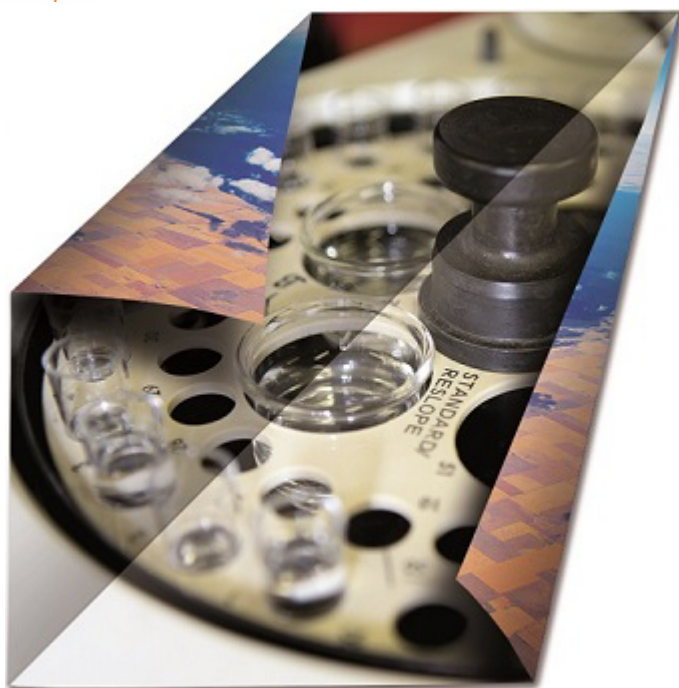
CA14948-APR19WSP
_Canada_Inc_Report

Department Head E-Mail: jrojas@kawarthalakes.ca

Department Head: Juan Rojas



LEGEND  TP1-A Approximate Location of Test Pit and Designation (GHD Test Pit, April 16, 2019)  TP5-A Approximate Location of Test Pit and Designation (WSP Test Pit, April 25, 2019) Portion of base plan obtained from Google Earth. Accessed on April 16, 2019.	REF. NO.: 191-05086-00 F1 DATE: APRIL, 2019	TEST PIT LOCATION PLAN	
	PROJECT: 191-05086-00 	CHEMICAL TESTING OBSERVATION PEEL STREET TEST PITS LINDSAY, ON FOR: CITY OF KAWARTHA LAKES	FIGURE 1



FINAL REPORT

CA14948-APR19 R

191-05086-00 Peel Street

Prepared for

WSP Canada Inc.

First Page

CLIENT DETAILS

Client WSP Canada Inc.

Address 294 Rink St.
Peterborough, ON
K9J 2K2. Canada

Contact Trevor Balsdon

Telephone 705.743.6850

Facsimile

Email trevor.balsdon@wspgroup.com

Project 191-05086-00 Peel Street

Order Number

Samples Soil (20)

LABORATORY DETAILS

Project Specialist Rob Irwin B.Sc., C.Chem

Laboratory SGS Canada Inc.

Address 185 Concession St., Lakefield ON, K0L 2H0

Telephone 2361

Facsimile 705-652-6365

Email rob.irwin@sgs.com

SGS Reference CA14948-APR19

Received 04/26/2019

Approved 05/03/2019

Report Number CA14948-APR19 R

Date Reported 05/03/2019

COMMENTS

CCME Method Compliance: Analyses were conducted using analytical procedures that comply with the Reference Method for the CWS for Petroleum Hydrocarbons in Soil and have been validated for use at the SGS laboratory, Lakefield, ON site.

Quality Compliance: Instrument performance / calibration quality criteria were met and extraction and analysis limits for holding times were met.

nC6 and nC10 response factors within 30% of response factor for toluene: YES

nC10, nC16 and nC34 response factors within 10% of the average response for the three compounds: YES

C50 response factors within 70% of nC10 + nC16 + nC34 average: YES

Linearity is within 15%: YES

F4G - gravimetric heavy hydrocarbons cannot be added to the C6 to C50 hydrocarbons.

The results for F4 and F4G are both reported and the greater of the two values is to be used in application to the CWS PHC.

Hydrocarbon results are expressed on a dry weight basis.

Temperature of Sample upon Receipt: 8 degrees C

Cooling Agent Present: Yes

Custody Seal Present: No

Chain of Custody Number: 006719/006745

SIGNATORIES

Rob Irwin B.Sc., C.Chem





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FINAL REPORT

CA14948-APR19 R

Client: WSP Canada Inc.

Project: 191-05086-00 Peel Street

Project Manager: Trevor Balsdon

Samplers: Trevor Balsdon

PACKAGE: REG153 - BTEX (SOIL)

L1 = REG153 / SOIL / COARSE - TABLE 1 - Agricultural/Other - UNDEFINED

L2 = REG153 / SOIL / COARSE - TABLE 1 - Residential/Parkland/Industrial - UNDEFINED

Sample Number	8	9	10	11	12	13	14	15
Sample Name	TP5A-GS1	TP5B-GS2	TP6A-GS1	TP6B-GS2	TP7A-GS1	TP7B-GS2	TP8A-GS1	TP8B-GS2
Sample Matrix	Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil
Sample Date	25/04/2019	25/04/2019	25/04/2019	25/04/2019	25/04/2019	25/04/2019	25/04/2019	25/04/2019

Parameter	Units	RL	L1	L2	Result	Result	Result	Result	Result	Result	Result	Result
BTEX												
Benzene	µg/g	0.02	0.02	0.02	< 0.02	< 0.02	< 0.02	< 0.02	< 0.02	< 0.02	< 0.02	< 0.02
Ethylbenzene	µg/g	0.05	0.05	0.05	< 0.05	< 0.05	< 0.05	< 0.05	< 0.05	< 0.05	< 0.05	< 0.05
Toluene	µg/g	0.05	0.2	0.2	< 0.05	< 0.05	< 0.05	< 0.05	< 0.05	< 0.05	< 0.05	< 0.05
Xylene (total)	µg/g	0.05	0.05	0.05	< 0.05	< 0.05	< 0.05	< 0.05	< 0.05	< 0.05	< 0.05	< 0.05
m/p-xylene	µg/g	0.05			< 0.05	< 0.05	< 0.05	< 0.05	< 0.05	< 0.05	< 0.05	< 0.05
o-xylene	µg/g	0.05			< 0.05	< 0.05	< 0.05	< 0.05	< 0.05	< 0.05	< 0.05	< 0.05

PACKAGE: REG153 - BTEX (SOIL)

L1 = REG153 / SOIL / COARSE - TABLE 1 - Agricultural/Other - UNDEFINED

L2 = REG153 / SOIL / COARSE - TABLE 1 - Residential/Parkland/Industrial - UNDEFINED

Sample Number	16	17	18	19	20	21	22	23
Sample Name	TP9A-GS2	TP9B-GS1	TP10A-GS2	TP10B-GS1	TP11A-GS2	TP11B-GS1	TP12A-GS1	TP12B-GS2
Sample Matrix	Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil
Sample Date	25/04/2019	25/04/2019	25/04/2019	25/04/2019	25/04/2019	25/04/2019	25/04/2019	25/04/2019

Parameter	Units	RL	L1	L2	Result	Result	Result	Result	Result	Result	Result	Result
BTEX												
Benzene	µg/g	0.02	0.02	0.02	< 0.02	< 0.02	< 0.02	< 0.02	< 0.02	< 0.02	< 0.02	< 0.02
Ethylbenzene	µg/g	0.05	0.05	0.05	< 0.05	< 0.05	< 0.05	< 0.05	< 0.05	< 0.05	< 0.05	< 0.05
Toluene	µg/g	0.05	0.2	0.2	< 0.05	< 0.05	< 0.05	< 0.05	< 0.05	< 0.05	< 0.05	< 0.05
Xylene (total)	µg/g	0.05	0.05	0.05	< 0.05	< 0.05	< 0.05	< 0.05	< 0.05	< 0.05	< 0.05	< 0.05
m/p-xylene	µg/g	0.05			< 0.05	< 0.05	< 0.05	< 0.05	< 0.05	< 0.05	< 0.05	< 0.05
o-xylene	µg/g	0.05			< 0.05	< 0.05	< 0.05	< 0.05	< 0.05	< 0.05	< 0.05	< 0.05



FINAL REPORT

CA14948-APR19 R

Client: WSP Canada Inc.

Project: 191-05086-00 Peel Street

Project Manager: Trevor Balsdon

Samplers: Trevor Balsdon

PACKAGE: REG153 - BTEX (SOIL)

L1 = REG153 / SOIL / COARSE - TABLE 1 - Agricultural/Other - UNDEFINED

L2 = REG153 / SOIL / COARSE - TABLE 1 - Residential/Parkland/Industrial - UNDEFINED

Sample Number	24	25	26	27
Sample Name	TP13A-GS1	TP13B-GS2	TP14A-GS1	TP14B-GS2
Sample Matrix	Soil	Soil	Soil	Soil
Sample Date	25/04/2019	25/04/2019	25/04/2019	25/04/2019

Parameter	Units	RL	L1	L2	Result	Result	Result	Result
BTEX								
Benzene	µg/g	0.02	0.02	0.02	< 0.02	< 0.02	< 0.02	< 0.02
Ethylbenzene	µg/g	0.05	0.05	0.05	< 0.05	< 0.05	< 0.05	< 0.05
Toluene	µg/g	0.05	0.2	0.2	< 0.05	< 0.05	< 0.05	< 0.05
Xylene (total)	µg/g	0.05	0.05	0.05	< 0.05	< 0.05	< 0.05	< 0.05
m/p-xylene	µg/g	0.05			< 0.05	< 0.05	< 0.05	< 0.05
o-xylene	µg/g	0.05			< 0.05	< 0.05	< 0.05	< 0.05

PACKAGE: REG153 - Hydrides (SOIL)

L1 = REG153 / SOIL / COARSE - TABLE 1 - Agricultural/Other - UNDEFINED

L2 = REG153 / SOIL / COARSE - TABLE 1 - Residential/Parkland/Industrial - UNDEFINED

Sample Number	8	9	10	11	12	13	14	15
Sample Name	TP5A-GS1	TP5B-GS2	TP6A-GS1	TP6B-GS2	TP7A-GS1	TP7B-GS2	TP8A-GS1	TP8B-GS2
Sample Matrix	Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil
Sample Date	25/04/2019	25/04/2019	25/04/2019	25/04/2019	25/04/2019	25/04/2019	25/04/2019	25/04/2019

Parameter	Units	RL	L1	L2	Result	Result	Result	Result	Result	Result	Result
Hydrides											
Antimony	µg/g	0.8	1	1.3	< 0.8	< 0.8	< 0.8	< 0.8	< 0.8	< 0.8	< 0.8
Arsenic	µg/g	0.5	11	18	8.1	2.4	0.9	2.4	0.7	2.4	0.8
Selenium	µg/g	0.7	1.2	1.5	< 0.7	< 0.7	< 0.7	< 0.7	< 0.7	< 0.7	< 0.7



FINAL REPORT

CA14948-APR19 R

Client: WSP Canada Inc.

Project: 191-05086-00 Peel Street

Project Manager: Trevor Balsdon

Samplers: Trevor Balsdon

PACKAGE: REG153 - Hydrides (SOIL)

L1 = REG153 / SOIL / COARSE - TABLE 1 - Agricultural/Other - UNDEFINED

L2 = REG153 / SOIL / COARSE - TABLE 1 - Residential/Parkland/Industrial - UNDEFINED

Sample Number	16	17	18	19	20	21	22	23
Sample Name	TP9A-GS2	TP9B-GS1	TP10A-GS2	TP10B-GS1	TP11A-GS2	TP11B-GS1	TP12A-GS1	TP12B-GS2
Sample Matrix	Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil
Sample Date	25/04/2019	25/04/2019	25/04/2019	25/04/2019	25/04/2019	25/04/2019	25/04/2019	25/04/2019

Parameter	Units	RL	L1	L2	Result	Result	Result	Result	Result	Result	Result	Result
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Hydrides

Antimony	µg/g	0.8	1	1.3	< 0.8	< 0.8	< 0.8	< 0.8	< 0.8	< 0.8	< 0.8	< 0.8
Arsenic	µg/g	0.5	11	18	3.6	1.1	3.3	2.2	2.7	3.3	3.1	3.1
Selenium	µg/g	0.7	1.2	1.5	< 0.7	< 0.7	< 0.7	< 0.7	< 0.7	< 0.7	< 0.7	< 0.7

PACKAGE: REG153 - Hydrides (SOIL)

L1 = REG153 / SOIL / COARSE - TABLE 1 - Agricultural/Other - UNDEFINED

L2 = REG153 / SOIL / COARSE - TABLE 1 - Residential/Parkland/Industrial - UNDEFINED

Sample Number	24	25	26	27
Sample Name	TP13A-GS1	TP13B-GS2	TP14A-GS1	TP14B-GS2
Sample Matrix	Soil	Soil	Soil	Soil
Sample Date	25/04/2019	25/04/2019	25/04/2019	25/04/2019

Parameter	Units	RL	L1	L2	Result	Result	Result	Result
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Hydrides

Antimony	µg/g	0.8	1	1.3	< 0.8	< 0.8	< 0.8	< 0.8
Arsenic	µg/g	0.5	11	18	3.0	2.1	2.5	2.7
Selenium	µg/g	0.7	1.2	1.5	< 0.7	< 0.7	< 0.7	< 0.7

PACKAGE: REG153 - Metals and Inorganics (SOIL)

L1 = REG153 / SOIL / COARSE - TABLE 1 - Agricultural/Other - UNDEFINED

L2 = REG153 / SOIL / COARSE - TABLE 1 - Residential/Parkland/Industrial - UNDEFINED

Sample Number	8	9	10	11	12	13	14	15
Sample Name	TP5A-GS1	TP5B-GS2	TP6A-GS1	TP6B-GS2	TP7A-GS1	TP7B-GS2	TP8A-GS1	TP8B-GS2
Sample Matrix	Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil
Sample Date	25/04/2019	25/04/2019	25/04/2019	25/04/2019	25/04/2019	25/04/2019	25/04/2019	25/04/2019

Parameter	Units	RL	L1	L2	Result	Result	Result	Result	Result	Result	Result	Result
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Metals and Inorganics

Moisture Content	%	-			8.6	11.0	6.7	10.4	9.0	12.7	10.6	10.0
Barium	µg/g	0.1	210	220	21	28	18	23	8.0	49	13	41
Beryllium	µg/g	0.02	2.5	2.5	0.11	0.19	0.12	0.18	0.08	0.28	0.10	0.20



FINAL REPORT

CA14948-APR19 R

Client: WSP Canada Inc.

Project: 191-05086-00 Peel Street

Project Manager: Trevor Balsdon

Samplers: Trevor Balsdon

PACKAGE: **REG153 - Metals and Inorganics (SOIL)**

L1 = REG153 / SOIL / COARSE - TABLE 1 - Agricultural/Other - UNDEFINED

L2 = REG153 / SOIL / COARSE - TABLE 1 - Residential/Parkland/Industrial - UNDEFINED

Sample Number	8	9	10	11	12	13	14	15
Sample Name	TP5A-GS1	TP5B-GS2	TP6A-GS1	TP6B-GS2	TP7A-GS1	TP7B-GS2	TP8A-GS1	TP8B-GS2
Sample Matrix	Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil
Sample Date	25/04/2019	25/04/2019	25/04/2019	25/04/2019	25/04/2019	25/04/2019	25/04/2019	25/04/2019

Parameter	Units	RL	L1	L2	Result	Result	Result	Result	Result	Result	Result	Result
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Metals and Inorganics (continued)

Boron	µg/g	1	36	36	2	4	2	4	2	6	2	5
Cadmium	µg/g	0.02	1	1.2	0.02	0.06	0.03	0.05	< 0.02	0.08	0.02	0.04
Chromium	µg/g	0.5	67	70	10	7.2	5.6	7.3	3.7	11	4.4	7.8
Cobalt	µg/g	0.01	19	21	4.8	3.0	3.2	3.1	2.4	4.4	2.5	3.6
Copper	µg/g	0.1	62	92	13	4.8	7.3	4.7	5.6	6.2	5.9	5.5
Lead	µg/g	0.1	45	120	3.6	7.7	2.5	7.0	1.9	8.7	3.6	7.1
Molybdenum	µg/g	0.1	2	2	0.1	0.2	0.1	0.2	0.1	0.2	< 0.1	0.2
Nickel	µg/g	0.5	37	82	6.6	5.3	4.4	5.7	2.9	8.0	3.3	6.1
Silver	µg/g	0.05	0.5	0.5	< 0.05	< 0.05	< 0.05	< 0.05	< 0.05	< 0.05	< 0.05	< 0.05
Thallium	µg/g	0.02	1	1	0.06	0.07	0.05	0.07	0.04	0.10	0.04	0.08
Uranium	µg/g	0.002	1.9	2.5	0.33	0.41	0.35	0.40	0.29	0.42	0.37	0.40
Vanadium	µg/g	3	86	86	19	12	15	11	11	16	11	13
Zinc	µg/g	0.7	290	290	19	18	11	18	9.9	24	11	19



FINAL REPORT

CA14948-APR19 R

Client: WSP Canada Inc.

Project: 191-05086-00 Peel Street

Project Manager: Trevor Balsdon

Samplers: Trevor Balsdon

PACKAGE: **REG153 - Metals and Inorganics (SOIL)**

L1 = REG153 / SOIL / COARSE - TABLE 1 - Agricultural/Other - UNDEFINED

L2 = REG153 / SOIL / COARSE - TABLE 1 - Residential/Parkland/Industrial - UNDEFINED

Sample Number	16	17	18	19	20	21	22	23
Sample Name	TP9A-GS2	TP9B-GS1	TP10A-GS2	TP10B-GS1	TP11A-GS2	TP11B-GS1	TP12A-GS1	TP12B-GS2
Sample Matrix	Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil
Sample Date	25/04/2019	25/04/2019	25/04/2019	25/04/2019	25/04/2019	25/04/2019	25/04/2019	25/04/2019

Parameter	Units	RL	L1	L2	Result	Result	Result	Result	Result	Result	Result	Result
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Metals and Inorganics

Moisture Content	%	-			17.4	10.5	16.0	15.8	16.6	17.4	18.0	17.2
Barium	µg/g	0.1	210	220	160	27	98	70	120	150	160	150
Beryllium	µg/g	0.02	2.5	2.5	0.46	0.12	0.43	0.37	0.57	0.48	0.65	0.57
Boron	µg/g	1	36	36	6	3	6	6	10	8	8	9
Cadmium	µg/g	0.02	1	1.2	0.10	0.05	0.20	0.09	0.09	0.19	0.30	0.14
Chromium	µg/g	0.5	67	70	17	5.3	16	14	20	20	26	22
Cobalt	µg/g	0.01	19	21	5.8	3.0	6.0	5.0	7.8	7.5	9.1	9.3
Copper	µg/g	0.1	62	92	14	10	28	12	13	22	19	15
Lead	µg/g	0.1	45	120	68	16	65	37	10	190	110	9.2
Molybdenum	µg/g	0.1	2	2	0.3	0.1	0.5	0.2	0.2	0.2	0.4	0.2
Nickel	µg/g	0.5	37	82	10	4.1	13	9.4	15	13	16	19
Silver	µg/g	0.05	0.5	0.5	0.06	< 0.05	0.07	< 0.05	< 0.05	0.13	0.14	< 0.05
Thallium	µg/g	0.02	1	1	0.11	0.05	0.14	0.12	0.17	0.16	0.18	0.20
Uranium	µg/g	0.002	1.9	2.5	0.36	0.29	0.40	0.39	0.48	0.44	0.54	0.47
Vanadium	µg/g	3	86	86	23	13	29	21	31	27	32	33
Zinc	µg/g	0.7	290	290	47	22	89	35	29	81	95	32



FINAL REPORT

CA14948-APR19 R

Client: WSP Canada Inc.
Project: 191-05086-00 Peel Street
Project Manager: Trevor Balsdon
Samplers: Trevor Balsdon

PACKAGE: REG153 - Metals and Inorganics (SOIL)

L1 = REG153 / SOIL / COARSE - TABLE 1 - Agricultural/Other - UNDEFINED
L2 = REG153 / SOIL / COARSE - TABLE 1 - Residential/Parkland/Industrial - UNDEFINED

Sample Number	24	25	26	27
Sample Name	TP13A-GS1	TP13B-GS2	TP14A-GS1	TP14B-GS2
Sample Matrix	Soil	Soil	Soil	Soil
Sample Date	25/04/2019	25/04/2019	25/04/2019	25/04/2019

Parameter	Units	RL	L1	L2	Result	Result	Result	Result
Metals and Inorganics								
Moisture Content	%	-			16.8	10.1	13.9	21.6
Barium	µg/g	0.1	210	220	130	70	120	160
Beryllium	µg/g	0.02	2.5	2.5	0.52	0.28	0.52	0.67
Boron	µg/g	1	36	36	8	6	8	9
Cadmium	µg/g	0.02	1	1.2	0.20	0.07	0.17	0.15
Chromium	µg/g	0.5	67	70	27	11	21	25
Cobalt	µg/g	0.01	19	21	7.4	4.5	7.6	11
Copper	µg/g	0.1	62	92	34	8.5	18	14
Lead	µg/g	0.1	45	120	200	9.9	86	12
Molybdenum	µg/g	0.1	2	2	0.3	0.2	0.2	0.3
Nickel	µg/g	0.5	37	82	14	8.9	15	20
Silver	µg/g	0.05	0.5	0.5	0.15	< 0.05	0.08	< 0.05
Thallium	µg/g	0.02	1	1	0.18	0.11	0.17	0.22
Uranium	µg/g	0.002	1.9	2.5	0.49	0.41	0.50	0.50
Vanadium	µg/g	3	86	86	27	17	28	37
Zinc	µg/g	0.7	290	290	72	25	61	39



FINAL REPORT

CA14948-APR19 R

Client: WSP Canada Inc.

Project: 191-05086-00 Peel Street

Project Manager: Trevor Balsdon

Samplers: Trevor Balsdon

PACKAGE: REG153 - Other (ORP) (SOIL)

L1 = REG153 / SOIL / COARSE - TABLE 1 - Agricultural/Other - UNDEFINED

L2 = REG153 / SOIL / COARSE - TABLE 1 - Residential/Parkland/Industrial - UNDEFINED

Sample Number	8	9	10	11	12	13	14	15
Sample Name	TP5A-GS1	TP5B-GS2	TP6A-GS1	TP6B-GS2	TP7A-GS1	TP7B-GS2	TP8A-GS1	TP8B-GS2
Sample Matrix	Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil
Sample Date	25/04/2019	25/04/2019	25/04/2019	25/04/2019	25/04/2019	25/04/2019	25/04/2019	25/04/2019

Parameter	Units	RL	L1	L2	Result	Result	Result	Result	Result	Result	Result	Result
Other (ORP)												
Mercury	µg/g	0.05	0.16	0.27	< 0.05	< 0.05	< 0.05	< 0.05	< 0.05	< 0.05	< 0.05	< 0.05
Sodium Adsorption Ratio	---	0.2	1	2.4	2.1	23.7	1.7	2.0	3.4	6.8	2.6	4.6
SAR Calcium	mg/L	0.09			38.3	49.0	44.7	149	8.0	59.8	27.9	40.9
SAR Magnesium	mg/L	0.02			16.8	2.2	2.7	9.0	1.8	3.8	11.3	3.4
SAR Sodium	mg/L	0.15			72.8	662	43.1	92.5	41.3	196	73.7	113
Conductivity	mS/cm	0.002	0.47	0.57	0.43	3.0	0.24	1.4	0.25	1.4	0.34	0.83

PACKAGE: REG153 - Other (ORP) (SOIL)

L1 = REG153 / SOIL / COARSE - TABLE 1 - Agricultural/Other - UNDEFINED

L2 = REG153 / SOIL / COARSE - TABLE 1 - Residential/Parkland/Industrial - UNDEFINED

Sample Number	16	17	18	19	20	21	22	23
Sample Name	TP9A-GS2	TP9B-GS1	TP10A-GS2	TP10B-GS1	TP11A-GS2	TP11B-GS1	TP12A-GS1	TP12B-GS2
Sample Matrix	Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil
Sample Date	25/04/2019	25/04/2019	25/04/2019	25/04/2019	25/04/2019	25/04/2019	25/04/2019	25/04/2019

Parameter	Units	RL	L1	L2	Result	Result	Result	Result	Result	Result	Result	Result
Other (ORP)												
Mercury	µg/g	0.05	0.16	0.27	0.20	< 0.05	0.15	0.08	< 0.05	0.36	0.56	< 0.05
Sodium Adsorption Ratio	---	0.2	1	2.4	4.3	2.2	4.4	2.0	16.4	2.8	3.6	20.8
SAR Calcium	mg/L	0.09			63.1	38.0	99.1	117	12.1	107	86.6	9.2
SAR Magnesium	mg/L	0.02			79.0	31.0	140	160	6.1	94.2	30.7	2.0
SAR Sodium	mg/L	0.15			218	70.4	341	185	293	132	155	302
Conductivity	mS/cm	0.002	0.47	0.57	1.2	0.34	1.5	0.82	1.6	0.58	0.65	1.6



FINAL REPORT

CA14948-APR19 R

Client: WSP Canada Inc.

Project: 191-05086-00 Peel Street

Project Manager: Trevor Balsdon

Samplers: Trevor Balsdon

PACKAGE: REG153 - Other (ORP) (SOIL)

L1 = REG153 / SOIL / COARSE - TABLE 1 - Agricultural/Other - UNDEFINED

L2 = REG153 / SOIL / COARSE - TABLE 1 - Residential/Parkland/Industrial - UNDEFINED

Sample Number	24	25	26	27
Sample Name	TP13A-GS1	TP13B-GS2	TP14A-GS1	TP14B-GS2
Sample Matrix	Soil	Soil	Soil	Soil
Sample Date	25/04/2019	25/04/2019	25/04/2019	25/04/2019

Parameter	Units	RL	L1	L2	Result	Result	Result	Result
Other (ORP)								
Mercury	µg/g	0.05	0.16	0.27	0.73	< 0.05	0.35	< 0.05
Sodium Adsorption Ratio	---	0.2	1	2.4	8.6	7.8	5.6	26.7
SAR Calcium	mg/L	0.09			37.5	94.6	160	10.8
SAR Magnesium	mg/L	0.02			5.4	84.0	56.2	1.1
SAR Sodium	mg/L	0.15			233	336	322	434
Conductivity	mS/cm	0.002	0.47	0.57	1.3	1.8	1.2	2.2

PACKAGE: REG153 - PHCs (SOIL)

L1 = REG153 / SOIL / COARSE - TABLE 1 - Agricultural/Other - UNDEFINED

L2 = REG153 / SOIL / COARSE - TABLE 1 - Residential/Parkland/Industrial - UNDEFINED

Sample Number	8	9	10	11	12	13	14	15
Sample Name	TP5A-GS1	TP5B-GS2	TP6A-GS1	TP6B-GS2	TP7A-GS1	TP7B-GS2	TP8A-GS1	TP8B-GS2
Sample Matrix	Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil
Sample Date	25/04/2019	25/04/2019	25/04/2019	25/04/2019	25/04/2019	25/04/2019	25/04/2019	25/04/2019

Parameter	Units	RL	L1	L2	Result	Result	Result	Result	Result	Result	Result	Result
PHCs												
F1 (C6-C10)	µg/g	10	17	25	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10
F1-BTEX (C6-C10)	µg/g	10			< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10
F2 (C10-C16)	µg/g	10	10	10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10
F3 (C16-C34)	µg/g	50	240	240	245	< 50	< 50	< 50	52	< 50	< 50	< 50
F4 (C34-C50)	µg/g	50	120	120	431	< 50	< 50	< 50	89	< 50	87	< 50
CCME F4G-sg (GHH)	µg/g	200	120	120	2030							
Chromatogram returned to baseline at nC50	Yes / No	-			NO	YES	YES	YES	YES	YES	YES	YES



FINAL REPORT

CA14948-APR19 R

Client: WSP Canada Inc.

Project: 191-05086-00 Peel Street

Project Manager: Trevor Balsdon

Samplers: Trevor Balsdon

PACKAGE: REG153 - PHCs (SOIL)

L1 = REG153 / SOIL / COARSE - TABLE 1 - Agricultural/Other - UNDEFINED

L2 = REG153 / SOIL / COARSE - TABLE 1 - Residential/Parkland/Industrial - UNDEFINED

Sample Number	16	17	18	19	20	21	22	23
Sample Name	TP9A-GS2	TP9B-GS1	TP10A-GS2	TP10B-GS1	TP11A-GS2	TP11B-GS1	TP12A-GS1	TP12B-GS2
Sample Matrix	Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil
Sample Date	25/04/2019	25/04/2019	25/04/2019	25/04/2019	25/04/2019	25/04/2019	25/04/2019	25/04/2019

Parameter	Units	RL	L1	L2	Result	Result	Result	Result	Result	Result	Result	Result
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PHCs

F1 (C6-C10)	µg/g	10	17	25	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10
F1-BTEX (C6-C10)	µg/g	10			< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10
F2 (C10-C16)	µg/g	10	10	10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10
F3 (C16-C34)	µg/g	50	240	240	< 50	104	138	< 50	< 50	< 50	< 50	< 50
F4 (C34-C50)	µg/g	50	120	120	< 50	131	214	51	< 50	< 50	< 50	< 50
CCME F4G-sg (GHH)	µg/g	200	120	120			584					
Chromatogram returned to baseline at nC50	Yes / No	-			YES	YES	NO	YES	YES	YES	YES	YES

PACKAGE: REG153 - PHCs (SOIL)

L1 = REG153 / SOIL / COARSE - TABLE 1 - Agricultural/Other - UNDEFINED

L2 = REG153 / SOIL / COARSE - TABLE 1 - Residential/Parkland/Industrial - UNDEFINED

Sample Number	24	25	26	27
Sample Name	TP13A-GS1	TP13B-GS2	TP14A-GS1	TP14B-GS2
Sample Matrix	Soil	Soil	Soil	Soil
Sample Date	25/04/2019	25/04/2019	25/04/2019	25/04/2019

Parameter	Units	RL	L1	L2	Result	Result	Result	Result
-----------	-------	----	----	----	--------	--------	--------	--------

PHCs

F1 (C6-C10)	µg/g	10	17	25	< 10	< 10	< 10	< 10
F1-BTEX (C6-C10)	µg/g	10			< 10	< 10	< 10	< 10
F2 (C10-C16)	µg/g	10	10	10	< 10	< 10	< 10	< 10
F3 (C16-C34)	µg/g	50	240	240	< 50	< 50	< 50	< 50
F4 (C34-C50)	µg/g	50	120	120	< 50	< 50	72	< 50
Chromatogram returned to baseline at nC50	Yes / No	-			YES	YES	YES	YES

EXCEEDANCE SUMMARY

Parameter	Method	Units	Result	REG153 / SOIL / COARSE - TABLE 1 - Agricultural/Other - UNDEFINED	REG153 / SOIL / COARSE - TABLE 1 - Residential/Parkla nd/Industrial - UNDEFINED
				L1	L2

TP5A-GS1

F3 (C16 to C34)	CCME Tier 1	µg/g	245	240	240
F4 (C34 to C50)	CCME Tier 1	µg/g	431	120	120
Gravimetric Heavy Hydrocarbons	CCME Tier 1	µg/g	2030	120	120
Sodium Adsorption Ratio	MOE 4696e01/EPA 6010	---	2.1	1	

TP5B-GS2

Conductivity	EPA 6010/SM 2510	mS/cm	3.0	0.47	0.57
Sodium Adsorption Ratio	MOE 4696e01/EPA 6010	---	23.7	1	2.4

TP6A-GS1

Sodium Adsorption Ratio	MOE 4696e01/EPA 6010	---	1.7	1	
-------------------------	----------------------	-----	-----	---	--

TP6B-GS2

Conductivity	EPA 6010/SM 2510	mS/cm	1.4	0.47	0.57
Sodium Adsorption Ratio	MOE 4696e01/EPA 6010	---	2.0	1	

TP7A-GS1

Sodium Adsorption Ratio	MOE 4696e01/EPA 6010	---	3.4	1	2.4
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TP7B-GS2

Conductivity	EPA 6010/SM 2510	mS/cm	1.4	0.47	0.57
Sodium Adsorption Ratio	MOE 4696e01/EPA 6010	---	6.8	1	2.4

TP8A-GS1

Sodium Adsorption Ratio	MOE 4696e01/EPA 6010	---	2.6	1	2.4
-------------------------	----------------------	-----	-----	---	-----

TP8B-GS2

Conductivity	EPA 6010/SM 2510	mS/cm	0.83	0.47	0.57
Sodium Adsorption Ratio	MOE 4696e01/EPA 6010	---	4.6	1	2.4

TP9A-GS2

Lead	EPA 3050/EPA 200.8	µg/g	68	45	
Conductivity	EPA 6010/SM 2510	mS/cm	1.2	0.47	0.57
Mercury	EPA 7471A/EPA 245	µg/g	0.20	0.16	
Sodium Adsorption Ratio	MOE 4696e01/EPA 6010	---	4.3	1	2.4

TP9B-GS1

F4 (C34 to C50)	CCME Tier 1	µg/g	131	120	120
Sodium Adsorption Ratio	MOE 4696e01/EPA 6010	---	2.2	1	

EXCEEDANCE SUMMARY

Parameter	Method	Units	Result	REG153 / SOIL / COARSE - TABLE 1 - Agricultural/Other - UNDEFINED	REG153 / SOIL / COARSE - TABLE 1 - Residential/Parkla nd/Industrial - UNDEFINED
				L1	L2

TP10A-GS2

F4 (C34 to C50)	CCME Tier 1	µg/g	214	120	120
Gravimetric Heavy Hydrocarbons	CCME Tier 1	µg/g	584	120	120
Lead	EPA 3050/EPA 200.8	µg/g	65	45	
Conductivity	EPA 6010/SM 2510	mS/cm	1.5	0.47	0.57
Sodium Adsorption Ratio	MOE 4696e01/EPA 6010	---	4.4	1	2.4

TP10B-GS1

Conductivity	EPA 6010/SM 2510	mS/cm	0.82	0.47	0.57
Sodium Adsorption Ratio	MOE 4696e01/EPA 6010	---	2.0	1	

TP11A-GS2

Conductivity	EPA 6010/SM 2510	mS/cm	1.6	0.47	0.57
Sodium Adsorption Ratio	MOE 4696e01/EPA 6010	---	16.4	1	2.4

TP11B-GS1

Lead	EPA 3050/EPA 200.8	µg/g	190	45	120
Conductivity	EPA 6010/SM 2510	mS/cm	0.58	0.47	0.57
Mercury	EPA 7471A/EPA 245	µg/g	0.36	0.16	0.27
Sodium Adsorption Ratio	MOE 4696e01/EPA 6010	---	2.8	1	2.4

TP12A-GS1

Lead	EPA 3050/EPA 200.8	µg/g	110	45	
Conductivity	EPA 6010/SM 2510	mS/cm	0.65	0.47	0.57
Mercury	EPA 7471A/EPA 245	µg/g	0.56	0.16	0.27
Sodium Adsorption Ratio	MOE 4696e01/EPA 6010	---	3.6	1	2.4

TP12B-GS2

Conductivity	EPA 6010/SM 2510	mS/cm	1.6	0.47	0.57
Sodium Adsorption Ratio	MOE 4696e01/EPA 6010	---	20.8	1	2.4

TP13A-GS1

Lead	EPA 3050/EPA 200.8	µg/g	200	45	120
Conductivity	EPA 6010/SM 2510	mS/cm	1.3	0.47	0.57
Mercury	EPA 7471A/EPA 245	µg/g	0.73	0.16	0.27
Sodium Adsorption Ratio	MOE 4696e01/EPA 6010	---	8.6	1	2.4

TP13B-GS2

Conductivity	EPA 6010/SM 2510	mS/cm	1.8	0.47	0.57
Sodium Adsorption Ratio	MOE 4696e01/EPA 6010	---	7.8	1	2.4



EXCEEDANCE SUMMARY

				REG153 / SOIL / COARSE - TABLE 1 - Agricultural/Other - UNDEFINED	REG153 / SOIL / COARSE - TABLE 1 - Residential/Parkla nd/Industrial - UNDEFINED
Parameter	Method	Units	Result	L1	L2

TP14A-GS1

Lead	EPA 3050/EPA 200.8	µg/g	86	45	
Conductivity	EPA 6010/SM 2510	mS/cm	1.2	0.47	0.57
Mercury	EPA 7471A/EPA 245	µg/g	0.35	0.16	0.27
Sodium Adsorption Ratio	MOE 4696e01/EPA 6010	---	5.6	1	2.4

TP14B-GS2

Conductivity	EPA 6010/SM 2510	mS/cm	2.2	0.47	0.57
Sodium Adsorption Ratio	MOE 4696e01/EPA 6010	---	26.7	1	2.4



FINAL REPORT

CA14948-APR19 R

QC SUMMARY

Conductivity

Method: EPA 6010/SM 2510 | Internal ref.: ME-CA-IENVIEWL-LAK-AN-006

Parameter	QC batch Reference	Units	RL	Method Blank	Duplicate		LCS/Spike Blank			Matrix Spike / Ref.		
					RPD	AC (%)	Spike Recovery (%)	Recovery Limits (%)		Spike Recovery (%)	Recovery Limits (%)	
								Low	High		Low	High
Conductivity	EWL0033-MAY19	mS/cm	0.002	<0.002	0	10	99	90	110	NA		

Mercury by CVAAS

Method: EPA 7471A/EPA 245 | Internal ref.: ME-CA-IENVISPE-LAK-AN-004

Parameter	QC batch Reference	Units	RL	Method Blank	Duplicate		LCS/Spike Blank			Matrix Spike / Ref.		
					RPD	AC (%)	Spike Recovery (%)	Recovery Limits (%)		Spike Recovery (%)	Recovery Limits (%)	
								Low	High		Low	High
Mercury	EMS0003-MAY19	µg/g	0.05	<0.05	ND	20	101	80	120	101	70	130



FINAL REPORT

CA14948-APR19 R

QC SUMMARY

Metals in aqueous samples - ICP-OES
Method: MOE 4696e01/EPA 6010 | Internal ref.: ME-CA-ENVISPE-LAK-AN-003

Parameter	QC batch Reference	Units	RL	Method Blank	Duplicate		LCS/Spike Blank			Matrix Spike / Ref.		
					RPD	AC (%)	Spike Recovery (%)	Recovery Limits (%)		Spike Recovery (%)	Recovery Limits (%)	
								Low	High		Low	High
SAR Calcium	ESG0002-MAY19	mg/L	0.09	<0.09	1	20	102	80	120	105	70	130
SAR Magnesium	ESG0002-MAY19	mg/L	0.02	<0.02	0	20	98	80	120	106	70	130
SAR Sodium	ESG0002-MAY19	mg/L	0.15	<0.15	0	20	99	80	120	102	70	130



FINAL REPORT

CA14948-APR19 R

QC SUMMARY

Metals in Soil - Aqua-regia/ICP-MS

Method: EPA 3050/EPA 200.8 | Internal ref.: ME-CA-IENVISPE-LAK-AN-005

Parameter	QC batch Reference	Units	RL	Method Blank	Duplicate		LCS/Spike Blank			Matrix Spike / Ref.		
					RPD	AC (%)	Spike Recovery (%)	Recovery Limits (%)		Spike Recovery (%)	Recovery Limits (%)	
								Low	High		Low	High
Silver	EMS0003-MAY19	ug/g	0.05	<0.05	ND	20	94	70	130	98	70	130
Arsenic	EMS0003-MAY19	µg/g	0.5	<0.5	1	20	98	70	130	102	70	130
Barium	EMS0003-MAY19	ug/g	0.1	<0.1	2	20	103	70	130	98	70	130
Beryllium	EMS0003-MAY19	µg/g	0.02	<0.02	6	20	104	70	130	88	70	130
Boron	EMS0003-MAY19	µg/g	1	<1	2	20	107	70	130	94	70	130
Cadmium	EMS0003-MAY19	µg/g	0.02	<0.02	ND	20	99	70	130	109	70	130
Cobalt	EMS0003-MAY19	µg/g	0.01	<0.01	14	20	103	70	130	109	70	130
Chromium	EMS0003-MAY19	µg/g	0.5	<0.5	8	20	105	70	130	111	70	130
Copper	EMS0003-MAY19	µg/g	0.1	<0.1	5	20	101	70	130	104	70	130
Molybdenum	EMS0003-MAY19	µg/g	0.1	<0.1	8	20	106	70	130	98	70	130
Nickel	EMS0003-MAY19	ug/g	0.5	<0.5	7	20	109	70	130	110	70	130
Lead	EMS0003-MAY19	µg/g	0.1	<0.1	ND	20	101	70	130	97	70	130
Antimony	EMS0003-MAY19	µg/g	0.8	<0.8	ND	20	97	70	130	111	70	130
Selenium	EMS0003-MAY19	µg/g	0.7	<0.7	ND	20	99	70	130	104	70	130
Thallium	EMS0003-MAY19	µg/g	0.02	<0.02	ND	20	99	70	130	104	70	130
Uranium	EMS0003-MAY19	µg/g	0.002	<0.002	3	20	98	70	130	95	70	130
Vanadium	EMS0003-MAY19	µg/g	3	<3	6	20	103	70	130	108	70	130
Zinc	EMS0003-MAY19	µg/g	0.7	<0.7	15	20	101	70	130	105	70	130



FINAL REPORT

CA14948-APR19 R

QC SUMMARY

Petroleum Hydrocarbons (F1)

Method: CCME Tier 1 | Internal ref.: ME-CA-IENVIGC-LAK-AN-010

Parameter	QC batch Reference	Units	RL	Method Blank	Duplicate		LCS/Spike Blank			Matrix Spike / Ref.		
					RPD	AC (%)	Spike Recovery (%)	Recovery Limits (%)		Spike Recovery (%)	Recovery Limits (%)	
								Low	High		Low	High
F1 (C6-C10)	GCM0524-APR19	µg/g	10	<10	ND	30	119	80	120	106	60	140

Petroleum Hydrocarbons (F2-F4)

Method: CCME Tier 1 | Internal ref.: ME-CA-IENVIGC-LAK-AN-010

Parameter	QC batch Reference	Units	RL	Method Blank	Duplicate		LCS/Spike Blank			Matrix Spike / Ref.		
					RPD	AC (%)	Spike Recovery (%)	Recovery Limits (%)		Spike Recovery (%)	Recovery Limits (%)	
								Low	High		Low	High
F2 (C10-C16)	GCM0005-MAY19	µg/g	10	<10	ND	30	109	80	120	110	60	140
F3 (C16-C34)	GCM0005-MAY19	µg/g	50	<50	ND	30	109	80	120	110	60	140
F4 (C34-C50)	GCM0005-MAY19	µg/g	50	<50	ND	30	109	80	120	110	60	140
F2 (C10-C16)	GCM0508-APR19	µg/g	10	<10	ND	30	120	80	120	120	60	140
F3 (C16-C34)	GCM0508-APR19	µg/g	50	<50	ND	30	120	80	120	120	60	140
F4 (C34-C50)	GCM0508-APR19	µg/g	50	<50	ND	30	120	80	120	120	60	140



FINAL REPORT

CA14948-APR19 R

QC SUMMARY

Petroleum Hydrocarbons (F4G)
Method: CCME Tier 1 | Internal ref.: ME-CA-IENVIGC-LAK-AN-010

Parameter	QC batch Reference	Units	RL	Method Blank	Duplicate		LCS/Spike Blank			Matrix Spike / Ref.		
					RPD	AC (%)	Spike Recovery (%)	Recovery Limits (%)		Spike Recovery (%)	Recovery Limits (%)	
								Low	High		Low	High
CCME F4G-sg (GHH)	GCM0024-MAY19	ug/g	200	<200	NA	30	102	80	120	NA	60	140

Volatile Organics
Method: EPA 5035A/5030B/8260C | Internal ref.: ME-CA-IENVIGC-LAK-AN-004

Parameter	QC batch Reference	Units	RL	Method Blank	Duplicate		LCS/Spike Blank			Matrix Spike / Ref.		
					RPD	AC (%)	Spike Recovery (%)	Recovery Limits (%)		Spike Recovery (%)	Recovery Limits (%)	
								Low	High		Low	High
Benzene	GCM0524-APR19	µg/g	0.02	<0.02	ND	50	113	60	130	98	50	140
Ethylbenzene	GCM0524-APR19	µg/g	0.05	<0.05	ND	50	101	60	130	97	50	140
m/p-xylene	GCM0524-APR19	µg/g	0.05	<0.05	ND	50	107	60	130	102	50	140
o-xylene	GCM0524-APR19	µg/g	0.05	<0.05	ND	50	107	60	130	104	50	140
Toluene	GCM0524-APR19	µg/g	0.05	<0.05	ND	50	112	60	130	102	50	140

QC SUMMARY

Method Blank: a blank matrix that is carried through the entire analytical procedure. Used to assess laboratory contamination.

Duplicate: Paired analysis of a separate portion of the same sample that is carried through the entire analytical procedure. Used to evaluate measurement precision.

LCS/Spike Blank: Laboratory control sample or spike blank refer to a blank matrix to which a known amount of analyte has been added. Used to evaluate analyte recovery and laboratory accuracy without sample matrix effects.

Matrix Spike: A sample to which a known amount of the analyte of interest has been added. Used to evaluate laboratory accuracy with sample matrix effects.

Reference Material: a material or substance matrix matched to the samples that contains a known amount of the analyte of interest. A reference material may be used in place of a matrix spike.

RL: Reporting limit

RPD: Relative percent difference

AC: Acceptance criteria

Multielement Scan Qualifier: as the number of analytes in a scan increases, so does the chance of a limit exceedance by random chance as opposed to a real method problem. Thus, in multielement scans, for the LCS and matrix spike, up to 10% of the analytes may exceed the quoted limits by up to 10% absolute and the spike is considered acceptable.

Duplicate Qualifier: for duplicates as the measured result approaches the RL, the uncertainty associated with the value increases dramatically, thus duplicate acceptance limits apply only where the average of the two duplicates is greater than five times the RL.

Matrix Spike Qualifier: for matrix spikes, as the concentration of the native analyte increases, the uncertainty of the matrix spike recovery increases. Thus, the matrix spike acceptance limits apply only when the concentration of the matrix spike is greater than or equal to the concentration of the native analyte.

LEGEND

FOOTNOTES

NSS Insufficient sample for analysis.

RL Reporting Limit.

↑ Reporting limit raised.

↓ Reporting limit lowered.

NA The sample was not analysed for this analyte

ND Non Detect

Samples analysed as received. Solid samples expressed on a dry weight basis. "Temperature Upon Receipt" is representative of the whole shipment and may not reflect the temperature of individual samples.

Analysis conducted on samples submitted pursuant to or as part of Reg. 153/04, are in accordance to the Protocol for Analytical Methods Used in the Assessment of Properties under Part XV.1 of the Environmental Protection Act" published by the Ministry and dated March 9, 2004 as amended.

SGS provides criteria information (such as regulatory or guideline limits and summary of limit exceedances) as a service. Every attempt is made to ensure the criteria information in this report is accurate and current, however, it is not guaranteed. Comparison to the most current criteria is the responsibility of the client and SGS assumes no responsibility for the accuracy of the criteria levels indicated. This document is issued, on the Client's behalf, by the Company under its General Conditions of Service available on request and accessible at http://www.sgs.com/terms_and_conditions.htm. The Client's attention is drawn to the limitation of liability, indemnification and jurisdiction issues defined therein. Any other holder of this document is advised that information contained hereon reflects the Company's findings at the time of its intervention only and within the limits of Client's instructions, if any. The Company's sole responsibility is to its Client and this document does not exonerate parties to a transaction from exercising all their rights and obligations under the transaction documents.

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-- End of Analytical Report --



Environment, Health & Safety - Lakefield: 185 Concession St., Lakefield, ON K0L 2H0 Phone: 705-652-2000 Fax: 705-652-6365 Web: www.sgs.com/environment
- London: 657 Consortium Court, London, ON, N6E 2S8 Phone: 519-672-4500 Toll Free: 877-848-8060 Fax: 519-672-0361

Request for Laboratory Services and CHAIN OF CUSTODY

No: 006719

Page 1 of 2

Received By: Cindy Brax
Received Date (mm/dd/yyyy): 04/26/19 (mm/dd/yyyy)
Received Time: 14:30

Received By (signature): Cindy Brax
Custody Seal Present: ☐
Custody Seal Intact: ☐

Received By (signature): Cindy Brax
Cooling Agent Present: ☒
Temperature Upon Receipt (°C): 10.11

LAB LIMS #: CA4948-1919

REPORT INFORMATION

Company: WSP Canada Inc.

Contact: Trevor Baldson

Address: 894 Rink Street Suite 103

Phone: 705-312-0116

Email: trevor.baldson@wsp.com

☒ (same as Report Information)

Company: WSP Canada Inc.

Contact: Trevor Baldson

Address: 894 Rink Street Suite 103

Phone: 705-312-0116

Email: trevor.baldson@wsp.com

INVOICE INFORMATION

Quotation #: 2019 309

Project #: 191-05086-00

Site Location/ID: Reel Street

☒ Regular TAT (5-7days)

RUSH TAT (Additional Charges May Apply): ☐ 1 Day ☐ 2 Days ☐ 3 Days ☐ 4 Days

PLEASE CONFIRM RUSH FEASIBILITY WITH SGS REPRESENTATIVE PRIOR TO SUBMISSION

Specify Due Date:

Rush Confirmation ID:

NOTE: DRINKING (POTABLE) WATER SAMPLES FOR HUMAN CONSUMPTION MUST BE SUBMITTED WITH SGS DRINKING WATER CHAIN OF CUSTODY

REGULATIONS

Regulation 153/04:
☒ Table 1 ☒ R/P/I Soil Texture:
☐ Table 2 ☐ I/C/C Coarse
☐ Table 3 ☒ NO ☐ Medium
☐ Fine
Other Regulations:
☐ Reg 347/558 (3 Day min TAT)
☐ PWQO ☐ MMER
☐ CCME ☐ Other:
Sewer By-Law:
☐ Sanitary
☐ Storm
Municipality: _____

RECORD OF SITE CONDITION (RSC)

☐ YES ☒ NO

SAMPLE IDENTIFICATION

1	TPSA - G51	DATE SAMPLED	TIME SAMPLED	# OF BOTTLES	MATRIX
2	TPSB - G52	Apr 13/19	AM	4	Soil
3	TP6A - G51				
4	TP6B - G52				
5	TP7A - G51				
6	TP7B - G52				
7	TP8A - G51				
8	TP8B - G52				
9	TP9A - G52				
10	TP9B - G51				
11	TP10A - G52				
12	TP10B - G51				

Observations/Comments/Special Instructions

Field Filtered (Y/N)

Metals & Inorganics

PAH ☐ ABN ☐ SVOC(all) ☐

PCB Total ☐ Aroclor ☐

PHC F1-F4 ☒ VOC ☐

BTEX ☐ BTEX/F1 ☐ F2-F4 ☐

VOC ☐ BTEX ☐ THM ☐

Pesticides OC ☐ OP ☐

TCLP M&I ☐ VOC ☐ PCB ☐

B(a)P ☐ ABN ☐ Ignit. ☐

Water Pkg Gen. ☐ Ext. ☐

Sewer Use:

0. Reg 153 ORP Mercury

" " " SAR

" " " Electrical Conductivity

0. Reg 153 TSP Metals

ANALYSIS REQUESTED

COMMENTS:

Sampled By (NAME): Trevor Baldson

Signature: Trevor Baldson

Date: 04/26/19 (mm/dd/yyyy)

Pink Copy - Client

Relinquished by (NAME): Trevor Baldson

Signature: Trevor Baldson

Date: 04/26/19 (mm/dd/yyyy)

Yellow & White Copy - SGS

The Corporation of the City of Kawartha Lakes

Council Report

Report Number EA2019-010

Date: September 24, 2019

Time: 2:00 p.m.

Place: Council Chambers

Ward Community Identifier: Wards 5 and 7

Title: Early-Start Approval for 2020 Phase of Downtown Lindsay Reconstruction

Description: This report proposes early-start approval for the 2020 phase of downtown Lindsay reconstruction in order to realize cost efficiencies and increased project management effectiveness.

Author and Title: Adam Found, Manager of Corporate Assets

Recommendation(s):

That Report EA2019-010, **Early-Start Approval for 2020 Phase of Downtown Lindsay Reconstruction**, be received; and

That the 2020 phase of downtown Lindsay reconstruction, as indicated in Tables 1 and 2 of Report EA2019-010, be approved and included in the forthcoming 2020 capital budgets for tax-supported and water-wastewater services.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

In early 2019, Council approved the 2019 phase of downtown Lindsay reconstruction through adoption of the 2019 Tax-Supported Capital Budget and the 2019 Water-Wastewater Capital Budget. That phase comprises Peel Street from William Street to Victoria Avenue and Russell Street from Lindsay Street to Victoria Avenue. The 2020 phase of the project comprises Lindsay Street from Russell Street to the Lindsay Street Bridge and Kent Street from Lindsay Street to William Street. Tables 1 and 2 below outline this phase of the work along with estimated capital costs and financing:

Table 1: Proposed 2020 Phase of Downtown Lindsay Reconstruction - Road Part

Road Section	Estimated Cost (\$)	Financing (\$)			
		Capital Reserve	DC Reserve	Federal Gas Tax Reserve	Total
Lindsay St. - Russell St. to Lindsay St. Bridge	1,563,000	406,700	156,300	1,000,000	1,563,000
Kent St. - Lindsay St. to William St.	2,925,000	1,232,500	292,500	1,400,000	2,925,000
Total	4,488,000	1,639,200	448,800	2,400,000	4,488,000

Table 2: Proposed 2020 Phase of Downtown Lindsay Reconstruction - Water-Wastewater Part

Road Section	Estimated Cost (\$)	Financing (\$)			Total
		Water Reserve	SCF Grant	Sewer Debenture	
Lindsay St. - Russell St. to Lindsay St. Bridge	1,530,200	179,033	356,537	994,630	1,530,200
Kent St. - Lindsay St. to William St.	1,919,194	255,253	512,425	1,151,516	1,919,194
Total	3,449,394	434,286	868,962	2,146,146	3,449,394

This report requests Council provide early-start approval for the 2020 phase of downtown Lindsay reconstruction.

Rationale:

As has become evident through finalization of project design and progression of the reconstruction of Peel Street and Russell Street, the reconstruction of downtown streets is quite unlike that of the typical urban street in Kawartha Lakes. In particular, downtown reconstruction is considerably more costly, complex and time-consuming, on a per unit area basis, due to such factors as the following:

1. Elevated volume, density, complexity and duration of daily traffic and related parking issues.

2. Maintenance of public and supplier access to downtown businesses.
3. Emplacement of special streetscape fixtures and amenities (e.g. pedestrian crossings, decorative streetlights, wide sidewalks etc.).
4. Replacement of traffic signals and related systems.
5. Increased presence or risk of soil contamination and similar environmental issues.
6. Presence of buildings and structures extending nearly or fully to road allowance property lines.
7. Elevated overall project scale, complexity and staging.
8. Elevated need for coordination of public and stakeholder interests.
9. Elevated need for communications and public relations management.

Many of these factors are likely to weigh heavily on vendors potentially interested in bidding on tenders for downtown reconstruction projects. Road reconstruction experience suggests timely procurement can triple the number of bids otherwise received, resulting much greater price competition. As such, timely procurement is essential to efficient and effective project delivery. Staff therefore recommends the 2020 phase of downtown Lindsay reconstruction be approved by October, 2019 in order to maximize the opportunity for the City to realize not only cost efficiencies but also project management and staging benefits (e.g. minimized impact on downtown businesses, greater opportunity for vendors to secure staging sites etc.).

Other Alternatives Considered:

The alternative to staff's recommendation is for Council to provide approval for the subject project during regular capital budget deliberations, which are scheduled for November 26-27, 2019. As this course would introduce a two-month delay in project procurement, and would therefore be expected to unnecessarily result in increased capital cost and decreased project management effectiveness, staff does not recommend it. For projects as large and complex as downtown reconstruction, a considerable advantage lies in undertaking procurement in October-November compared to the following January-February.

Financial/Operation Impacts:

Tables 1 and 2 above have been developed under the assumption of early procurement. Without early procurement, the number of bids could be in the 2-3 range instead the 6-9 range, resulting in project costs being as much as 10%-20% higher, all else equal, based on the experience of Peel Street and Russell Street reconstruction. This could result in approximately \$700,000 to \$1,400,000 of avoidable capital cost being incurred.

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

The recommendations of this report align with the following strategic enablers: (i) Responsible Fiscal Resource Management and (ii) Efficient Infrastructure and Asset Management.

Consultations:

Supervisor of Infrastructure Construction and Design
Director of Engineering and Corporate Assets

Department Head E-Mail: jrohas@kawarthalakes.ca

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

The Corporation of the City of Kawartha Lakes

Council Report

Report Number EA2019-011

Date: September 24, 2019

Time: 1:00 p.m.

Place: Council Chambers

Ward Community Identifier: All

Title: Revised Terms of Reference for Development Charges Task Force

Description: This report requests that the Terms of Reference for the Development Charges Task Force be revised to enable the Task Force to provide advice and recommendations regarding the formulation of a community benefits charges by-law.

Author and Title: Adam Found, Manager of Corporate Assets

Recommendation(s):

That Report EA2019-011, **Revised Terms of Reference for Development Charges Task Force**, be received; and

That the revised Terms of Reference for the Development Charges Task Force, as provided for in Appendix B to Report EA2019-011, be approved.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

At the Council meeting of January 15, 2019, Council provided the Development Charges Task Force (DCTF) with the Terms of Reference attached hereto as Appendix A. The primary function of the DCTF is to provide advice and recommendations to staff regarding the formulation of a new development charges (DC) by-law. Under the current Terms of Reference, the term of the DCTF expires upon public release of the DC background study supporting the new DC by-law, which is expected the week of October 7, 2019. A public meeting on the new DC by-law is targeted for the Committee of the Whole meeting of November 5, 2019. The DC by-law is expected to be enacted at the December 10, 2019 Council meeting and to come into force on January 1, 2020.

Subsequent to commencement of the DCTF's work on February 1, 2019, a major unanticipated development, namely Ontario's Bill 108 (i.e. More Homes, More Choice Act), dramatically altered the legislative landscape as it relates to DCs. As a result, this report requests Council to expand the mandate and extend the term of the DCTF.

Rationale:

Having become law on June 6, 2019, Bill 108 provides for, among other things, a major shift in DC legislation. At the centre of the shift is the replacement of "soft service" DCs under the Development Charges Act (DCA) with community benefits charges (CBCs) under the Planning Act. Under the DCA, as amended, only municipal services related to roads, storm water, water, wastewater, transit, fire, police, paramedic, waste diversion and electricity will remain DC-eligible after 2020. DCs for other services (i.e. "soft services" relating to administration, airport, parks, recreation, library, social housing etc.) are to be converted into CBCs by January 1, 2021 if municipalities are to maintain partial recovery of growth-related capital costs of these services from development.

While both tools are intended to recover growth-related capital costs from development, DCs differ fundamentally from CBCs. First and foremost, DC levies are a direct function of the quantum of a development (e.g. dwelling units, gross floor area etc.), while CBC levies are based on a percentage of a development's land value. Among other challenges and problems, this difference alone is expected to result in administrative burden, cost-recovery inequities, disputes over land value estimates and uncertainty in CBC payments. Other differences, such as prescribed maximum CBC rates, combined with a new legislated process to develop CBC by-laws, introduce uncertainty into municipalities' ability to recover growth-related capital costs for "soft services" in future. It is therefore imperative that the City's DC-to-CBC transition for "soft services" be informed and conducted with care and caution.

As such, staff recommends adoption of the revised DCTF Terms of Reference, attached hereto as Appendix B, to enable the DC-to-CBC transition to benefit from the DCTF's guidance and input. The primary nature of the revision is two-fold. First, it expands the mandate of the DCTF to include the provision of advice and recommendations relating to the formulation of the CBC by-law and its underlying background study. Second, it extends the term of the DCTF to the date on which a CBC by-law is enacted by Council. Staff and DCTF members are keen to extend the DCTF's work accordingly.

Staff are considering that a competitiveness review be done as part of this process.

Other Alternatives Considered:

The alternative to the staff recommendation is for Council to not revise the Terms of Reference of the DCTF, resulting in dissolution of the DCTF upon public release of the DC background study (targeted for early October, 2019). Staff does not recommend this option for two reasons. First, each of the five members of the DCTF understands the need for DC-to-CBC transition and is agreeable to extending their term of service as necessary to deliberate on the forthcoming CBC by-law. Second, the City's DC-to-CBC transition stands to benefit from continuance of the DCTF.

Financial/Operation Impacts:

As DCTF membership is on a voluntary basis and staff liaison and other support costs are already budgeted, the DCTF has no added financial impact on the City.

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

N/A

Consultations:

Development Charges Task Force

Attachments:

Appendix A: Existing Terms of Reference for Development Charges Task Force



20190115 Terms of
Reference for Develo

Appendix B: Revised Terms of Reference for Development Charges Task Force



20190924 Terms of
Reference for Develo

Department Head E-Mail: jrojas@kawarthalakes.ca

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

Terms of Reference

Name: Development Charges Task Force

Date Established by Council: January 15th, 2019

Task Force Completion/Reporting Date: As per term of appointment

Mission:

The Development Charges Task Force is established to provide advice and recommendations to Staff regarding the formulation of a development charges by-law to replace By-Law 2015-224 (A By-law to impose Development Charges in the City of Kawartha Lakes).

Roles and Responsibilities:

It is the responsibility of all appointed members to comply with:

- the City Code of Conduct for Task Force Members
- the City Procedural By-law
- Other applicable City by-laws and policies
- Municipal Act
- Municipal Freedom of Information and Protection of Privacy Act
- Municipal Conflict of Interest Act

No individual member or the Task Force as a whole has the authority to make direct representations of the City to Federal or Provincial Governments.

Members shall abide by the rules outlined within the Municipal Conflict of Interest Act and shall disclose any pecuniary interest to the Secretary and absent himself or herself from meetings for the duration of the discussion and voting (if any) with respect to that matter.

The Task Force will abide by any terms and conditions which may be set out by the City's Council, CAO, City Clerk, City Solicitor, Auditor and/or Insurer for any activities relating to Task Force business in keeping with the Task Force's Terms of Reference and established Policies.

Activities:

The following represent the general activities of the Task Force:

- a) To make recommendations to Staff on strategy, policies and various issues to achieve Council's strategic priorities relating to the Task Force's established scope of work as defined in the Terms of Reference.
- b) Provide advice and recommendations to Staff regarding the formulation of a development charges by-law to replace By-Law 2015-224, including the supporting background study, and make final recommendations to staff prior to finalization of the background study by the City for public review.
- c) Conduct a specific review of commercial development charges, inclusive of a comparison of the City to comparable Ontario municipalities.
- d) Through public meetings, facilitate a forum providing Council, staff, stakeholders and the general public an opportunity to make representations regarding the formulation of a development charges by-law to replace By-Law 2015-224, including the supporting background study.
- e) Disseminate relevant information regarding the Task Force's work to interested stakeholders and other parties as may be appropriate.
- f) Other – as recommended and approved by Council.

Composition:

The Task Force shall be comprised of a maximum of 7 members consisting of up to 6 members representing various stakeholders and the general public and 1 Council representative, all of whom have full authority to debate and vote. The Task Force shall consist of a minimum of 4 members.

Among the appointed membership, there shall be a minimum of:

- 1 member of City Council
- 1 representative from among local development or business associations based in the City of Kawartha Lakes
- 1 representative from among active local developers, builders or business owners based in the City of Kawartha Lakes

- 1 representative from among the general public resident in the City of Kawartha Lakes

Task Force members will be appointed by Council in accordance with established policy.

All appointed voting members may be represented at meetings by a designated alternate (if applicable). A designated alternate must be formally designated by an appointed member in writing to the Task Force to represent them. Designated alternates must be approved by the Task Force and are subject to all of the requirements and criteria set out in the Terms of Reference.

Appointment of Officers:

The Task Force shall, at its first meeting, elect from its membership a Chair, and Vice-Chair. Engineering and Corporate Assets staff shall serve as Recording Secretary. It is acknowledged that there are no per diems for any Task Force positions and it is acknowledged that none of the above positions shall be paid for their services. All Task Force members are considered volunteer positions.

Term of Appointment:

The Task Force is to make final recommendations to Staff prior to finalization of the background study by the City for public review. Members of the Task Force are appointed until the background study is officially made publicly available by the City in accordance with Section 10(4) of the Development Charges Act, with the intention that the new development charges by-law takes effect on or before January 1st, 2020.

Resources:

The Engineering and Corporate Assets Department will provide support in the form of advice, day-to-day liaison with the City and information sharing.

A member of staff shall be designated as Recording Secretary by the liaison department. The Recording Secretary shall prepare and publish agendas; attend all formal business Task Force Meetings for the purpose of taking Minutes; and prepare and publish minutes in an accessible format acceptable to the City Clerk's Office. Members of staff expected to

attend Task Force Meetings as required include the Manager of Corporate Assets, Chief Building Official and City Treasurer.

Timing of Meetings:

Meetings will be held on a set day and time as may be determined by the Task Force or at the call of the Chair.

Location of Meetings:

The location of the meetings will be set by the Task Force and must be held in an accessible City facility.

Meetings:

The Task Force shall hold a minimum of 4 meetings during its term. The Chair, through the liaison department, shall cause notice of the meetings, including the agenda for the meetings, to be provided to members of the Task Force and posted to the City website a minimum of three (3) business days prior to the date of each meeting through the Recording Secretary. Quorum for meetings shall consist of a majority of the members of the Task Force. No meeting shall proceed without quorum.

Procedures:

Procedures for the formal business meetings of the Task Force shall be governed by the City's Procedural By-law and Legislation or, where both of these are silent, by Robert's Rules of Order.

Closed Meetings:

The Task Force may, upon affirmative vote of the majority of its members present at a meeting, determine to hold any meeting or part of the meeting as a closed session in order to discuss sensitive personal issues or legal matters. If the Task Force elects to hold a closed session, all persons not entitled to vote (with the exception of the staff liaison and visiting members of Council, if any, and all persons excepted by the members) shall vacate the premises where the meeting is taking place. Closed meetings can only be held in accordance with Section 239 of the Municipal Act. Prior to the commencement of closed session, a resolution shall be passed stating the general nature of the matter to be discussed and what section of the Municipal Act applies.

Agendas and Minutes:

A copy of the Agenda shall be provided to the City Clerk's Office at the same time it is provided to Task Force Members. The City Clerk's Office will distribute the agenda to Council members as per established procedures.

Minutes of all formal business meetings and notes from working meetings of the Task Force shall be forwarded to the liaison department, and to the City Clerk's Office, not later than two weeks after the meeting. Action items requested of staff and/or Council will be brought to the attention of the liaison department at that time. The City Clerk's Office will electronically circulate the formal business meeting minutes to all members of Council for their information. The City Clerk's Office will maintain a set of printed minutes on file for public review.

The Recording Secretary shall ensure that all Task Force Agendas and Minutes are posted to the City website at the same times as they are circulated to the City Clerk's Office.

Reports:

The Task Force's final recommendations to Staff will be brought forward for Council's information through a report to Council by the liaison department.

It will be the responsibility of the Task Force Chair to provide a memo to the liaison department identifying the Task Force's final recommendations for preparation of the report.

Purchasing Policy:

This Task Force has no purchasing or procurement responsibilities.

Insurance:

The City of Kawartha Lakes' General Liability Policy and Errors and Omissions Liability Policy will extend to this Task Force and its members. The applicable insurance policies extend to Task Force members while in the performance of his/her duties and to those activities authorized by the City of Kawartha Lakes and Council. Members must adhere to the policies and procedures of the City of Kawartha Lakes and Council, including the Terms of Reference.

The Task Force must provide, via the liaison department, an annual updated listing of all members, including member positions, to the City of Kawartha Lakes to ensure the applicable insurance coverage remains in force.

Task Force members are not entitled to any benefits normally provided by the Corporation of the City of Kawartha Lakes, including those provided by the Workplace Safety and Insurance Board of Ontario (“WSIB”) and are responsible for their own medical, disability or health insurance coverage.

Expulsion of Member:

Any member of the Task Force who misses three consecutive formal business meetings, without being excused by the Task Force, may be removed from the Task Force in accordance with adopted policy.

Any member of the Task Force may be removed from the Task Force at the discretion of Council for reasons including, but not limited to, the member being in contravention of the Municipal Act, the Municipal Freedom of Information and Protection of Privacy Act, the Provincial Offences Act, The Municipal Conflict of Interest Act or the Code of Conduct for Task Force Members; disrupting the work of the Task Force; or other legal issues. The process for expulsion of a Task Force member is outlined in the City’s **Council Committee, Board and Task Force Policy**.

Terms of Reference:

The Recording Secretary shall ensure that a current Terms of Reference for the Task Force has been provided to the City Clerk’s Office and is posted on the City website.

Any responsibilities not clearly identified within these Terms of Reference shall be the responsibility of the City of Kawartha Lakes. Council may, at its discretion, change the Terms of Reference for this Task Force at any time. Any changes proposed to these Terms of Reference by the Task Force shall be recommended to Council via the liaison department through a report to Council.

At the discretion of Council the Task Force may be dissolved by resolution of Council.

Terms of Reference

Name: Development Charges Task Force

Date Established by Council: January 15, 2019

Task Force Completion/Reporting Date: As per term of appointment

Mission:

The Development Charges Task Force is established to provide advice and recommendations to Staff regarding:

- a) The formulation of a development charges by-law to replace By-Law 2015-224 (A By-law to impose Development Charges in the City of Kawartha Lakes); and
- b) The formulation of a community benefits charges by-law, and corresponding amendment to the City's development charges by-law, as necessitated by the More Homes, More Choice Act.

Roles and Responsibilities:

It is the responsibility of all appointed members to comply with:

- the City Code of Conduct for Task Force Members
- the City Procedural By-law
- Other applicable City by-laws and policies
- Municipal Act
- Municipal Freedom of Information and Protection of Privacy Act
- Municipal Conflict of Interest Act

No individual member or the Task Force as a whole has the authority to make direct representations of the City to Federal or Provincial Governments.

Members shall abide by the rules outlined within the Municipal Conflict of Interest Act and shall disclose any pecuniary interest to the Secretary and absent himself

or herself from meetings for the duration of the discussion and voting (if any) with respect to that matter.

The Task Force will abide by any terms and conditions which may be set out by the City's Council, CAO, City Clerk, City Solicitor, Auditor and/or Insurer for any activities relating to Task Force business in keeping with the Task Force's Terms of Reference and established Policies.

Activities:

The following represent the general activities of the Task Force:

- a) To make recommendations to Staff on strategy, policies and various issues to achieve Council's strategic priorities relating to the Task Force's established scope of work as defined in the Terms of Reference.
- b) Provide advice and recommendations to Staff regarding the formulation of a development charges by-law to replace By-Law 2015-224, including the supporting background study.
- c) Provide advice and recommendations to Staff regarding the formulation of a community benefits charges by-law, including the supporting background study and corresponding amendment to the City's development charges by-law.
- d) Conduct a specific review of commercial development charges, inclusive of a comparison of the City to comparable Ontario municipalities.
- e) Through public meetings, facilitate a forum providing Council, Staff, stakeholders and the general public an opportunity to make representations regarding the formulation of a development charges by-law to replace By-Law 2015-224 and the formulation of a community benefits charges by-law.
- f) Disseminate relevant information regarding the Task Force's work to interested stakeholders and other parties as may be appropriate.

Composition:

The Task Force shall be comprised of a maximum of 7 members consisting of up to 6 members representing various stakeholders and the general public and 1 Council representative, all of whom have full authority to debate and vote. The Task Force shall consist of a minimum of 4 members.

Among the appointed membership, there shall be a minimum of:

- 1 member of City Council
- 1 representative from among local development or business associations based in the City of Kawartha Lakes
- 1 representative from among active local developers, builders or business owners based in the City of Kawartha Lakes
- 1 representative from among the general public resident in the City of Kawartha Lakes

Task Force members will be appointed by Council in accordance with established policy.

All appointed voting members may be represented at meetings by a designated alternate (if applicable). A designated alternate must be formally designated by an appointed member in writing to the Task Force to represent them. Designated alternates must be approved by the Task Force and are subject to all of the requirements and criteria set out in the Terms of Reference.

Appointment of Officers:

The Task Force shall, at its first meeting, elect from its membership a Chair, and Vice-Chair. Engineering and Corporate Assets staff shall serve as Recording Secretary. It is acknowledged that there are no per diems for any Task Force positions and it is acknowledged that none of the above positions shall be paid for their services. All Task Force members are considered volunteer positions.

Term of Appointment:

Members of the Task Force are appointed until Council enacts a community benefits charges by-law, with the intention that the community benefits charges by-law takes effect on or before January 1, 2021.

Resources:

The Engineering and Corporate Assets Department will provide support in the form of advice, day-to-day liaison with the City and information sharing. The Manager of Corporate Assets shall serve as staff liaison.

A member of staff shall be designated as Recording Secretary by the liaison department. The Recording Secretary shall prepare and publish agendas; attend all formal business Task Force Meetings for the purpose of taking Minutes; and prepare and publish minutes in an accessible format acceptable to the City Clerk's Office. Members of staff expected to attend Task Force Meetings as required include the Manager of Corporate Assets, Chief Building Official and City Treasurer.

Timing of Meetings:

Meetings will be held on a set day and time as may be determined by the Task Force or at the call of the Chair.

Location of Meetings:

The location of the meetings will be set by the Task Force and must be held in an accessible City facility.

Meetings:

The Task Force shall hold a minimum of 4 meetings during its term. The Chair, through the liaison department, shall cause notice of the meetings, including the agenda for the meetings, to be provided to members of the Task Force and posted to the City website a minimum of three (3) business days prior to the date of each meeting through the Recording Secretary. Quorum for meetings shall consist of a majority of the members of the Task Force. No meeting shall proceed without quorum.

Procedures:

Procedures for the formal business meetings of the Task Force shall be governed by the City's Procedural By-law and Legislation or, where both of these are silent, by Robert's Rules of Order.

Closed Meetings:

The Task Force may, upon affirmative vote of the majority of its members present at a meeting, determine to hold any meeting or part of the meeting as a closed session in order to discuss sensitive personal issues or legal matters. If the Task Force elects to hold a closed session, all persons not entitled to vote (with the exception of the staff liaison and visiting members of Council, if any, and all persons excepted by the members) shall vacate the premises where the meeting is taking place. Closed meetings can only

be held in accordance with Section 239 of the Municipal Act. Prior to the commencement of closed session, a resolution shall be passed stating the general nature of the matter to be discussed and what section of the Municipal Act applies.

Agendas and Minutes:

A copy of the Agenda shall be provided to the City Clerk's Office at the same time it is provided to Task Force Members. The City Clerk's Office will distribute the agenda to Council members as per established procedures.

Minutes of all formal business meetings and notes from working meetings of the Task Force shall be forwarded to the liaison department, and to the City Clerk's Office, not later than two weeks after the meeting. Action items requested of staff and/or Council will be brought to the attention of the liaison department at that time. The City Clerk's Office will electronically circulate the formal business meeting minutes to all members of Council for their information. The City Clerk's Office will maintain a set of printed minutes on file for public review.

The Recording Secretary shall ensure that all Task Force Agendas and Minutes are posted to the City website at the same times as they are circulated to the City Clerk's Office.

Reports:

The Task Force's final recommendations to Staff will be brought forward for Council's information through a report to Council by the liaison department.

It will be the responsibility of the Task Force Chair to provide a memo to the liaison department identifying the Task Force's final recommendations for preparation of the report.

Purchasing Policy:

This Task Force has no purchasing or procurement responsibilities.

Insurance:

The City of Kawartha Lakes' General Liability Policy and Errors and Omissions Liability Policy will extend to this Task Force and its members.

The applicable insurance policies extend to Task Force members while in the performance of his/her duties and to those activities authorized by the City of Kawartha Lakes and Council. Members must adhere to the policies and procedures of the City of Kawartha Lakes and Council, including the Terms of Reference.

The Task Force must provide, via the liaison department, an annual updated listing of all members, including member positions, to the City of Kawartha Lakes to ensure the applicable insurance coverage remains in force.

Task Force members are not entitled to any benefits normally provided by the Corporation of the City of Kawartha Lakes, including those provided by the Workplace Safety and Insurance Board of Ontario ("WSIB") and are responsible for their own medical, disability or health insurance coverage.

Expulsion of Member:

Any member of the Task Force who misses three consecutive formal business meetings, without being excused by the Task Force, may be removed from the Task Force in accordance with adopted policy.

Any member of the Task Force may be removed from the Task Force at the discretion of Council for reasons including, but not limited to, the member being in contravention of the Municipal Act, the Municipal Freedom of Information and Protection of Privacy Act, the Provincial Offences Act, The Municipal Conflict of Interest Act or the Code of Conduct for Task Force Members; disrupting the work of the Task Force; or other legal issues. The process for expulsion of a Task Force member is outlined in the City's **Council Committee, Board and Task Force Policy**.

Terms of Reference:

The Recording Secretary shall ensure that a current Terms of Reference for the Task Force has been provided to the City Clerk's Office and is posted on the City website.

Any responsibilities not clearly identified within these Terms of Reference shall be the responsibility of the City of Kawartha Lakes. Council may, at its discretion, change the Terms of Reference for this Task Force at any time. Any changes proposed to these Terms of Reference by the Task

Force shall be recommended to Council via the liaison department through a report to Council.

At the discretion of Council the Task Force may be dissolved by resolution of Council.

The Corporation of the City of Kawartha Lakes

Council Report

Report Number EA2019-012

Date: September 24, 2019

Time: 1:00 p.m.

Place: Council Chambers

Ward Community Identifier: Ward 5

Title: Request by All Into Storage for Deferral of Development Charges

Description: This report apprises Council of the request by All Into Storage for the deferral of the development charges related to its proposed storage unit development at 74 Colborne St. E. in Lindsay.

Author and Title: Adam Found, Manager of Corporate Assets

Recommendation(s):

That Report EA2019-012, **Request by All Into Storage for Deferral of Development Charges**, be received.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

Owned and operated by Stephen Corley, 1853869 Ontario Inc., operating as All Into Storage, is a business providing storage services in Lindsay. In the spring of 2019, Mr. Corley contacted the City to inquire about obtaining a deferral of development charges (DCs) in respect of a proposed expansion to his existing storage unit business at 74 Colborne St. E. in Lindsay. In letter to the Manager of Corporate Assets, dated June 27, 2019 and attached hereto as Appendix A, Mr. Corley confirms his request for a 2-year deferral of DCs. This report apprises Council of this request.

Rationale:

Through conversations with the Manager of Corporate Assets, Mr. Corley has indicated that business cash flow considerations underlie his request for the deferral of DCs. In his estimation, success of the proposed expansion depends on his obtaining the requested deferral. Specifically, Mr. Corley estimates that a 2-year deferral period, commencing at time of site plan agreement, is sufficient for the proposed expansion to enable his business to pay the subject DCs in full. Such a deferral, however, is inconsistent with Council Policy CA2016-001 (DC Deferral Policy) because DCs would then be paid after time of building permit issuance. Under that policy, non-residential DCs may be deferred only to time of building permit issuance. As a matter of practice, staff does not make recommendations to Council contravening existing Council policy.

Other Alternatives Considered:

Notwithstanding the foregoing, Council may nevertheless elect to override the DC Deferral Policy, as it did at the March 26, 2019 Council meeting when it granted a deferral of DCs to Shield Storage Centres Inc. for its non-residential expansion in Bobcaygeon (CR2019-246). Section 5.06(b) of the City's DC by-law enables Council to enter into an agreement (typically a subdivision or site plan agreement) to determine the dates on which DC levies are calculated and made payable in respect of a development. As such, Council could again exercise this section of the DC by-law to override its DC Deferral Policy and enter into a site plan agreement with Mr. Corley that facilitates the requested 2-year deferral of DCs. Should Council resolve to take this course, staff suggests Council do so by providing the following direction:

That notwithstanding Council Policy CA2016-001, the site plan agreement for the storage unit development proposed at 74 Colborne St. E., Lindsay by All Into Storage, as outlined in Appendix A to Report EA2019-012, provide for the deferral of development charges whereby the development charges are made payable on the second anniversary of the site plan agreement and are determined in accordance with the applicable development charge rates in effect at time of payment.

Financial/Operation Impacts:

Based on the proposed development outlined in Mr. Corley's June 27, 2019 letter and the applicable 2019 commercial DC rate, the proposed development would be expected to generate about \$126,460 in DC revenue. As the forthcoming new DC by-law is yet to be prepared, the potential change in DC revenue that would arise from granting the requested DC deferral is unknowable at this time. Mr. Corley understands and accepts the risk that the DC rate applicable to his proposed development could increase with enactment of the City's forthcoming new DC by-law.

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

The recommendations of this report align with the following strategic enablers: (i) Responsible Fiscal Resource Management and (ii) Efficient Infrastructure and Asset Management.

Consultations:

Stephen Corley, Owner of All Into Storage

Attachments:

Appendix A: Letter by Stephen Corley to the Manager of Corporate Assets,
Dated June 27, 2019



Letter by Stephen
Corley Dated June 27

Department Head E-Mail: jrojas@kawarthalakes.ca

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

All Into Storage

74 Colborne St. East

Lindsay, ON K9V 6K4

June 27th, 2019

Mr. Adam Found

Manager of Corporate Assets

Corporate Assets Division

Department of Engineering & Corporate Assets Division

Dear Mr. Found:

In follow up to our previous conversation regarding the two year DC Deferral and the required information for the submission to council, please see below a brief description of the development inclusive of the gross floor area to be constructed along with the Legal owner and civic address of the parcel to be developed (separate page).

Development Description:

- 36 units at 8 feet x 19.5 feet (156 square feet per unit / 5,616 total square feet for 36 units)
- 3 units at 8 feet x 40 feet (320 square feet per unit and 960 square feet total for 3 units)
- 1 office at approximately 8 feet x 16 feet (128 square feet)

The development in total is 6,704 square feet or 623 m2

Sincerely,



Stephen Corley

Owner



Tax Bill

2018 FINAL TAX BILL

May 22, 2018

City of Kawartha Lakes
P.O. Box 696
Lindsay, Ontario K9V 4W9
Tel: 705-324-9411
Toll Free: 1-888-822-2225
www.kawarthalakes.ca

You can receive your
City of Kawartha Lakes
tax bill online through epost.
Sign up on epost.ca now!



Retain this bill for your records

016764
1853869 ONTARIO INC
C/O STEPHEN CORLEY

1651 030 00242700.0000
Plan 1 Blk Pp PT Lot 1 Rp 57R2210 Parts 1 3
Ward: 10;
74 Colborne St E E
1853869 Ontario Inc

Assessment		Municipal			Education	
Tax Class	Value	Municipal Levy	Tax Rate	Amount	Tax Rate	Amount
JUN	\$89,150	Transit Levy Prior Year Deficit - Transit Prior Year Deficit - Parks General Levy Parks Kawartha Lakes Police Service Full Time Fire Protection (A) Street Lights	0.00021900 0.00001900 0.00000800 0.00622648 0.00009000 0.00239800 0.00057800 0.00012300	\$19.52 \$1.69 \$0.71 \$555.09 \$8.02 \$213.78 \$51.53 \$10.97	0.00708500	\$631.63
XTN	\$260,850	Prior Year Deficit - Parks Municipal Levy Full Time Fire Protection (A) Parks Transit Levy Street Lights Kawartha Lakes Police Service Prior Year Deficit - Transit	0.00001300 0.00981296 0.00091100 0.00014200 0.00034400 0.00019400 0.00377900 0.00003000	\$3.39 \$2559.71 \$237.63 \$37.04 \$89.73 \$50.60 \$985.75 \$7.83	0.01090000	\$2843.27
Sub Total		Municipal Levy		\$4832.99	Education Levy	\$3474.90
Special Charges/Credits		Summary				
		Tax Levy Sub-total				
		Special Charge/credits				
		Final 2018 Taxes				
		Less Interim Taxes				
		Past Due(as of May 22, 2018)				
Total						
Total		Total Amount Due				
1st Instalment	Due Date					
	Jun. 28, 2018					
	\$2116.62					
Second Instalment	Due Date					
	Sep. 27, 2018					
	\$2116.00					

The Corporation of the City of Kawartha Lakes

Council Report

Report Number HH2019-009

Date: Tuesday, September 24, 2019

Time: 1:00 p.m.

Place: Council Chambers

Ward Community Identifier:

Title: Housing First – Intensive Case Management

Description: Evaluation Project – Final Report

Author and Title: Hope Lee, Manager, Human Services (Housing)

Recommendation(s):

That Report HH2019-009, Housing First – Intensive Case Management, be received for information purposes.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

The Housing & Homelessness Plan (2014-2023) included an objective (3.3) to develop and pilot a Housing First approach within the emergency shelter to provide both housing and support services.

In 2016 the City in its Service Manager capacity engaged Trent University and particularly Dr. Kristy Buccieri to conduct a three year evaluation of the Housing First – Intensive Case Management that the Service Manager was beginning to pilot at that time.

While the Service Manager funded the research it was conducted in partnership with Four Counties Addiction Services Team (Fourcast) and A Place Called Home. Two intensive case managers (ICMs) are employed through funding provided by the Service Manager and through the federal homelessness funding. The ICMs each have their own caseloads, but also coordinate efforts with Housing Support Workers (who are also employed through funding provided by the Service Manager). The ICMs and Housing Support Workers are employed by Fourcast and are based out of an office located in A Place Called Home.

Intensive Case Management is more than a brokerage function. It is an intensive service that involves building a trusting relationship with the consumer and providing on-going support to help the consumer function in the least restrictive, most natural environment and achieve an improved quality of life.¹

Over the 3 years of this evaluation, the ICM program supported 45 clients collectively in Lindsay and northern CKL.

The program evaluation methodology combined longitudinal and cross-sectional data collection by repeatedly surveying individuals from two groups:

1. Clients receiving intensive case management supports (28)
2. General community members who were clients of A Place Called Home, but not receiving intensive case management (31)

Comparisons were made between groups over time. Participants who completed 2 or more surveys were included in the analysis.

While a copy of the full evaluation report has been provided, this report provides a summary of the key findings and recommendations.

¹ Government of Ontario, 2006, Intensive Case Management service standards for mental health services and supports.

Rationale:

Table 1 – Demographics

GENERAL COMMUNITY	ICM CLIENTS
Age range 17 – 61, average 43	Age range 19 -72, average 39
75% Male, 26% Female	57% Male, 36% Female, 4% Transgender
97% Straight, 3% Bisexual	86% Straight, 11% Lesbian, 4% Bisexual
23% Indigenous ancestry	14% Indigenous ancestry

Significantly fewer ICM clients had finished high school (39% compared to 55% of general community members), in part due to higher reports of learning disorders and mental illness while in school.

The evaluation focused on 5 domains:

- Housing
- Social Inclusion
- Mental Health
- Physical Health
- Access to Health Care

Housing

ICM program clients had experienced significantly more chronic homelessness² (26%) whereas those in the general community experienced almost entirely episodic homelessness³ (9%).

Those in the ICM program significantly improved their type of housing from the baseline to follow up as shown in Table 2. The largest contributing factors to the change was an increase in apartment and house based placements and a decrease in rooming house and shelter living.

² Six months or more in the past year

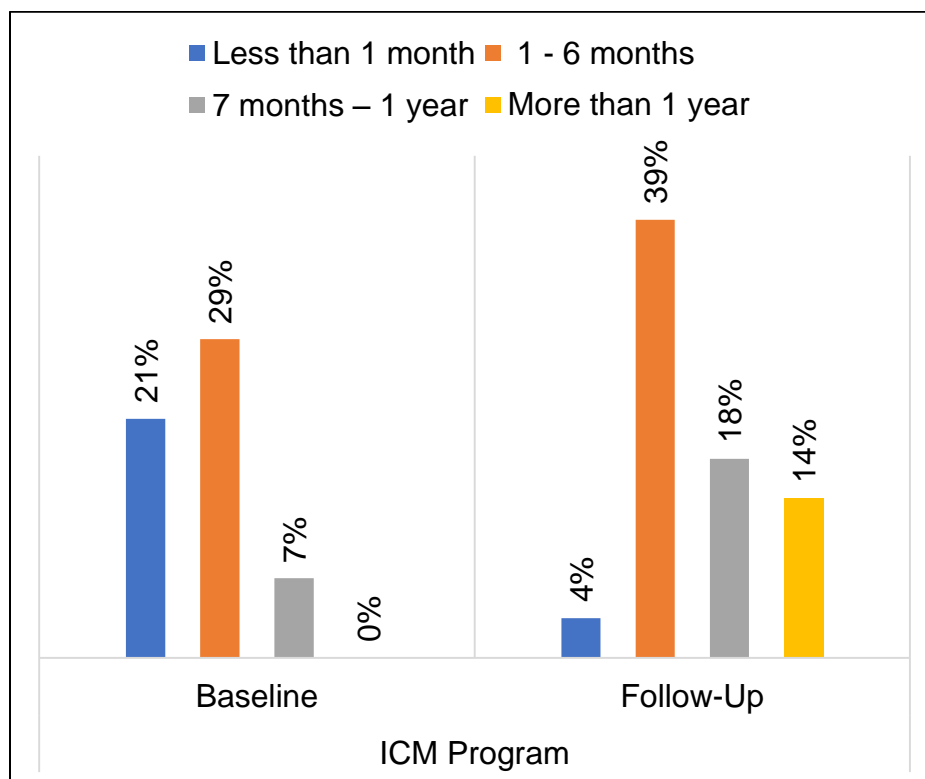
³ Three or more episodes in the past year

Table 2 - Improved Housing Quality

	ICM Program	
	Baseline	Follow
Apartment	21%	46%
House	4%	21%
Rooming House	39%	11%
Shelter / not housed	36%	18%

Those in the ICM program, but not in the community, significantly improved the length of tenure in their current housing from baseline to follow-up as shown in Figure 1 below.

Figure 1 - Improved Length of Housing



Social Inclusion

At baseline 32% of ICM clients felt that their life never had a sense of meaning, by follow-up only 4% felt that way. At baseline, 82% of ICM clients said they often or sometimes felt like they did not fit in with others. This was significantly higher than the 49% of community. By follow-up, 32% fewer ICM clients reported feeling like they did not fit in, resulting in no significant difference between the groups.

Mental Health

From baseline to follow-up ICM program clients reported a 21% decrease in diagnosed or suspected generalized anxiety disorder (64% to 43%). ICM clients reported significantly higher rates of suspected or diagnosed depression at baseline (75%) compared to the general community participants (52%). By follow-up, the rates of depression among ICM clients had decreased.

Physical Health

At baseline, those entering the ICM program reported significantly more difficulty taking their medication (32%) than did those in the general community (10%). By follow-up the ICM program clients reporting taking their medication:

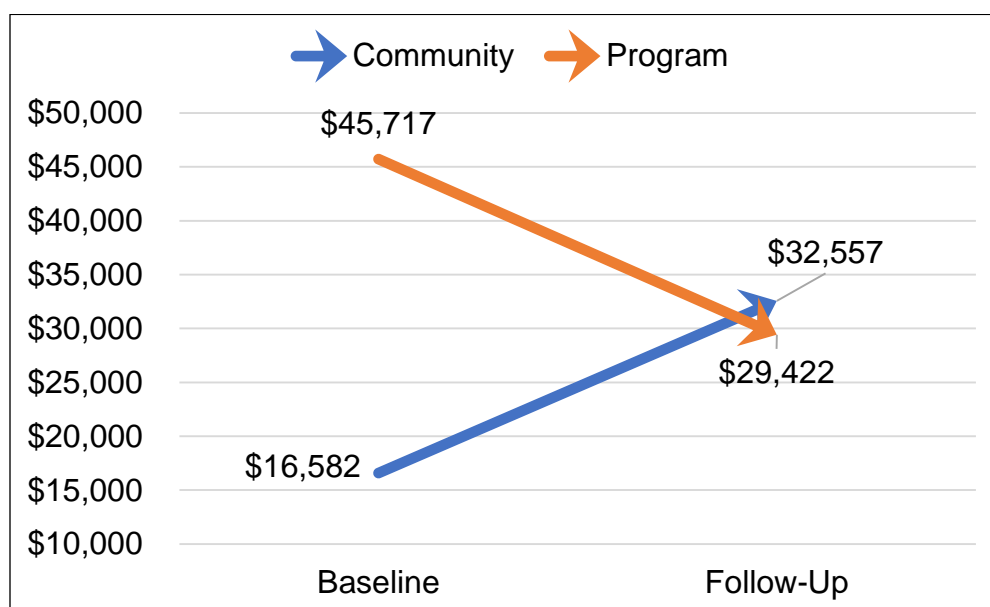
- Was less challenging than before (only 11% had trouble)
- Their level of difficulty taking medication did not differ from those in the general community group (6%)

At baseline clients entering the ICM program reported significantly higher rates of moderate to severe pain (61%) compared to those in the general community (29%). By follow-up ICM clients report that moderate to severe pain had decreased (54%).

Access to Health Care

At baseline ICM clients visited and were admitted to hospital significantly more than the general community members. By follow-up ICM clients significantly reduces their hospital visits and admissions. The ICM program has led to significant reductions in monthly hospital costs as illustrated in Figure 2.

Figure 2 - Monthly Hospital Costs



The 28 ICM program clients showed a reduction in hospital costs. Given that these individuals represent 62% of ICM clients [28/45], the total hospital savings can be estimated for the program:

Monthly hospital savings from ICM program: **\$22,487**

Yearly hospital savings from ICM program: **\$269,844**

Estimated hospital savings over 3 year intervention: **\$809,532⁴**

Key Recommendations within the Final Evaluation Report

1. Continue to operate and expand the Intensive Case Management program in the City of Kawartha Lakes. Funding should be the joint responsibility of the health care sector, such as the LHIN, and the Municipal government.
2. Expand the Intensive Case Management program in the county.
3. Increase lower-intensity case management support to extend Intensive Case Management program capacity.
4. Research the optimal caseloads for Intensive Case Managers in the City of Kawartha Lakes.
5. Continue to build affordable housing and cultivate relationships with landlords to facilitate rapid housing for Intensive Case Management clients.

⁴ [(Baseline cost – follow-up cost) x % not included] + (baseline cost – follow-up cost) = estimated monthly savings for the ICM program

Other Alternatives Considered:

Not applicable

Financial/Operation Impacts:

One ICM position is funded by the Service Manager using provincial homelessness funding. This funding continues to exist in the City's operating budget allowing the position to continue. The second position is funded through federal homelessness funding which was time limited and will cease as of March 2020. New federal homelessness funding will be explored in order to continue the position.

The report has been shared with the Central East LHIN in hopes that they will identify funding in the future to support expansion of this program in CKL-H.

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

The Housing First program and Intensive Case Management program contributes directly to Goal 2.

Consultations:

None

Attachments:

Attachment A: Intensive Case Management in the City of Kawartha Lakes, Final Evaluation Report



CKL Intensive Case
Management _ Final E

Department Head E-Mail: rsutherland@kawarthalakes.ca

Department Head: Rod Sutherland, Director, Human Services

Intensive Case Management in the City of Kawartha Lakes

Final Evaluation Report



For more information, please contact

Kristy Buccieri, PhD Associate Professor Department of Sociology Trent
University Peterborough, Ontario K9L 0G2

kristybuccieri@trentu.ca

Suggested Report Citation

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Lakes: Final evaluation report. ON: Trent University.



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It is not intended for commercial purposes.



This evaluation was funded by the City of Kawartha Lakes and conducted in partnership with the Four Counties Addiction Services Team (Fourcast) and A Place Called Home. Thank-you to the funders, Intensive Case Mangers, and staff of Fourcast and A Place Called Home for supporting this research and making it possible.



Thank you, to all the participants who gave their time and shared their knowledge, to help inform best-practice service provision in the City of Kawartha Lakes.

Thank you, to the research assistants who supported this evaluation (alphabetically by last name): Melanie Lusted, Natalie Nelson, Madeline Porter, and Kristen Taylor.

Funding for this evaluation was graciously provided by the City of Kawartha Lakes under the terms of the agreement: The Corporation of the City of Kawartha Lakes/Trent University. "Housing First Program Participant Evaluation." August 1, 2016 – August 1, 2019.

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Any errors in this report are those of the author.

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EXECUTIVE SUMMARY

What is Intensive Case Management (ICM)?

“Intensive case management is more than a brokerage function. It is an intensive service that involves building a trusting relationship with the consumer and providing on-going support to help the consumer function in the least restrictive, most natural environment and achieve an improved quality of life” (Government of Ontario, 2006, Intensive case management service standards for mental health services and supports). Intensive Case Managers provide wrap-around support for clients who have complex needs, such as severe mental illness, substance abuse, and/or a history of chronic housing instability.

How does ICM operate in the City of Kawartha Lakes?

Two Intensive Case Managers (ICMs) are employed in the City of Kawartha Lakes. The ICMs each have their own caseloads, but also are supported by Housing Support Workers. ICMs are employed by the Four Counties Addiction Services Team (Fourcast) and are based out of an office located in A Place Called Home (APCH). Over the three years of this evaluation, the ICM program has supported 45 clients collectively.

How was the ICM program evaluated?

The Intensive Case Management program in the City of Kawartha Lakes was evaluated over three years, from 2016 – 2019. The methodology combined longitudinal and cross-sectional data collection by repeatedly sampling individuals over time from two groups: (1) clients receiving intensive case management support, and (2) general community members who were clients of A Place Called Home, but not receiving intensive case management. This approach allowed for comparisons to be made from baseline (i.e. the first survey) to follow-up (i.e. the last completed survey) within each group. This approach also allowed for comparisons to be made between groups.

SUMMARY OF FINDINGS

The following charts summarize the statistically significant findings in the evaluation. Intensive Case Management (ICM) specific findings are highlighted in peach and general community findings are shown in blue.

	p < .01	p < .05	p < .10
Demographics		The ICM program had less black individuals than the general community	
Education	Schooling was more difficult for ICM clients because of learning disabilities and/or mental illness		ICM clients were less likely to have finished high school
Finances			Community members reported higher use of Personal Needs Allowance over time
Parenting	No sig. findings		

		p < .01	p < .05	p < .10
Housing			ICM clients reduced homelessness by 36%, improved their type of housing, and length of housing	Over 3 years, community homelessness decreased by 23%
			ICM clients valued proximity to health care and social service agencies in housing more than community members	ICM clients had experienced more chronic homelessness; community members were more episodically homeless
				ICM clients and community members felt their housing met more of their needs at follow- up than baseline
				Having private outdoor space, being allowed pets, and being in a city of their choice was more important in housing for ICM clients than community members
Technology	No sig. findings			

	p < .01	p < .05	p < .10
Socialclusion	Community members were more likely to spend their time volunteering	ICM clients felt they did not fit in at baseline (but not at follow-up)	ICM clients spent more of their time with case workers than did community members
		Community members had more certainty a friend could lend them money if needed	At baseline ICM clients were more likely to say their life had no meaning. This improved during the program, to levels equal with the community.
Stress	ICM clients had considerably more stress about their lack of finances, physical health status, and emotional/mental health at baseline.	ICM clients remained stressed about their physical health at follow-up	ICM clients remained stressed about their lack of finances at follow-up
	When first surveyed (but not at follow-up), community members were very stressed about their current jobs and schooling		When first surveyed, ICM clients were more stressed about personal relationships than were community members. This stress decreased during the program

	p < .01	p < .05	p < .10
Mental Health		ICM clients reported less anxiety after being in the program	ICM clients reported higher rates of depression at baseline. After being in the program, their rates of depression leveled to those of the community rates.
		ICM clients became less physically active while in the program	ICM clients reported a reduction in coughing up phlegm/blood over time
Physical Health			At baseline, ICM clients rated their health to be worse, reported more pain, and had more difficulty taking medication than community members. By follow-up these were all par with community levels.
Access to Care	The cost of ICM clients' hospital use decreased, resulting in an estimated expenditure reduction of \$809,532 over 3 years	ICM clients had more hospital visits and admissions at the time of the first survey. By follow-up they were more likely to have a health care provider	At follow-up ICM clients had reduced hospital visits and admissions from their baseline levels

SUMMARY OF RECOMMENDATIONS

1. Continue to operate and expand the Intensive Case Management program in the City of Kawartha Lakes. Funding should be the joint responsibility of the health care sector, such as the LHIN, and the Municipal government.
2. Expand the Intensive Case Management program in the county.
3. Increase lower-intensity case management support to extend Intensive Case Management program capacity.
4. Research the optimal caseloads for Intensive Case Managers in the City of Kawartha Lakes.
5. Continue to build affordable housing and cultivate relationships with landlords to facilitate rapid housing for Intensive Case Management clients.
6. Review initial assessments for the Intensive Case Management program to determine whether the under-representation of Black clients reflects a real difference in need or is the result of potential bias in the assessment.
7. Consider opportunities to incorporate paid Consumer Providers into the support team.
8. Ensure housing meets the factors clients identify as being important to them, to increase the chances they will remain satisfied with their housing in the long-term.
9. Intensive Case Managers should work with clients to track their levels of exercise and/or make referrals to organizations that can provide fitness support.
10. Increase the scope of financial resources that are available to Intensive Case Management clients.

BACKGROUND

INTENSIVE CASE MANAGEMENT

Intensive Case Management (ICM) is an approach to supporting clients with complex needs that first emerged over 30 years ago in response to the deinstitutionalization of patients living in mental health facilities. In an early review of community support programs Rog, Andranovich, and Rosenblum (1987) defined ICM as:

“...an aggressive, comprehensive approach to accessing and securing basic health, and mental health services. It involves the functions common to most case management efforts – identification and outreach, assessment, service planning, service linkage, monitoring of service delivery and advocacy. However, two of the functions – outreach and advocacy – receive relatively more emphasis within intensive case management.”

In its early development, First, Rife, and Kraus (1990) wrote that “although there is no single way of measuring the complex work of case management activity,” the two critical functions that ICM is expected to perform are to (1) successfully link clients with needed housing and community services, and (2) ensure clients receive a continuum of necessary services and support through timely monitoring and follow-up.

In recent years, the objectives of the ICM approach have been more clearly communicated. For instance, the “Housing First Standards of Practice” published by Social Housing in Action (2018), reaffirms that ICM involves assertive outreach but also states more clearly that this approach entails:

- ✓ One on one case manager to participant relationships using a recovery-oriented approach
- ✓ Brokering access to mainstream services which the participant identifies as important in obtaining goals (not determined by the case manager)
- ✓ Often accompanying participants to meetings and appointments in support of their goals and needs
- ✓ Being available to the participant on a regular schedule
- ✓ Case manager to client ratio is usually one case manager for up to 20 participants
- ✓ Duration of the supports is determined by the needs of the participant with a goal of reducing supports and transitioning to mainstream services as soon as possible.

Accordingly, “Intensive case management is more than a brokerage function. It is an intensive service that involves building a trusting relationship with the consumer and providing on-going support to help the consumer function in the least restrictive, most natural environment and achieve an improved quality of life” (Government of Ontario, 2006).

CASE MANAGEMENT APPROACHES

Intensive Case Management is often compared in the literature to two other approaches.

Standard Case Management differs from ICM in that case managers support larger caseloads, have less frequent contact with clients, and may have fewer credentials (Cauce et al., 1994). Standard case management is tailored to lower acuity clients, who require support but do not have complex and/or multiple support needs.

Assertive Community Treatment (ACT) is more consistently defined than ICM and is more widely used in the United States (Smith & Newton, 2007). Similar to the ICM approach, ACT is a recovery-oriented model but has a more clinical focus, involving team members such as psychiatrists, doctors, nurses, rehabilitation specialists, occupational therapists, housing specialists, mental health specialists, and substance abuse specialists (SHIA, 2018). Both approaches offer comprehensive support but ACT operates on a team or shared-caseload model, whereas ICMs work as individual case managers (Nelson, Aubry, & Lafrance, 2007; Smith & Newton, 2007), albeit in collaboration with other community support workers.

The success of Housing First, as evidenced by the At Home/Chez Soi (Chung et al., 2018; Goering, et al, 2014; Macnaughton et al., 2015) and other studies (Cherner et al., 2017; Patterson et al., 2013) clearly demonstrates that with appropriate and sustained supports, individuals with complex needs can achieve and maintain stable housing (Hwang et al., 2011; Waldbrook, 2015) and reduce problematic substance use (Kirst et al., 2015).

According to a literature synthesis conducted by Hwang and Burns (2014), there are multiple health interventions for people experiencing homelessness that have been found to be effective. While the academic literature is still developing, evidence suggests that overall, ICM and ACT are more effective than standard case management (Smith & Newton, 2007) particularly for decreasing institutional service usage, such as hospitalizations for psychiatric difficulties (Nelson et al., 2007).

Components of ICM/ACT that have been found to be most effective in the literature include

- Providing clients with a combination of housing and support interventions, including access to housing subsidies (Nelson et al., 2007)
- Intensive outreach services as part of the core support (Doré-Gauthier et al., 2019)
- Involvement of Consumer Providers, who are those with severe mental illness but are further along in their recovery that they can be part of the team for peers (Wright-Berryman et al., 2011)

CITY OF KAWARTHA LAKES

Two Intensive Case Managers (ICMs) are employed in the City of Kawartha Lakes through the funding streams of (1) Community Homelessness Prevention Initiative (CHPI), and (2) the Homelessness Partnering Strategy (HPS). The ICMs each have their own caseloads, [with the recommended ratios being 1:10 and 1:12 respectively] but also are supported by Housing Support Workers. ICMs are employed by the Four Counties Addiction Services Team (Fourcast) and are based out of an office located in A Place Called Home (APCH). Over the three years of this evaluation, the ICMs have supported 45 clients collectively.

Identifying clients for Intensive Case Management support

The City of Kawartha Lakes uses a coordinated entry system, which includes administering the Vulnerability Index Service Prioritization Decision Assistance Tool (VI-SPDAT) to individuals who are identified as having experienced homelessness for at least two consistent weeks without resolution. The VI-SPDAT is used to calculate an acuity score, with those receiving eight or higher meeting the threshold for intensive support. As clients transition out of the ICM program and new spaces become available, incoming clients are selected based on acuity score rather than by time since assessment.

ICM and Housing First

The primary focus of the ICM program is to support clients in finding and maintaining housing while developing stability. The ICM program developed in the City of Kawartha Lakes follows the evidence-based philosophy and practice of Housing First as its model of care. ICMs are responsible for providing clinical assessments and care planning, while the Housing Support Workers are described as serving an equally important role in facilitating assessments and helping to enact these plans.

ICM Supports

ICMs work with clients to assess 15 different life areas that might have an impact on their housing. The results of the assessment are used to create an individual service plan that focuses on proactively preventing issues that may disrupt housing stability. As these areas are identified, ICMs may seek additional support for their clients, such as through direct referral or by inviting other community agencies to participate in a case conference.

Clients in the ICM program may qualify for supports that are offered more broadly in the community as well, such as a housing subsidy, first and last month's rent, funds applied to the purchase of a new bed, and transportation support through Community Care.

Intensive Case Management in the community

Clients receiving ICM support have complex needs that often require collaboration between multiple community agencies. A large part of the ICM role is to help support clients in developing and maintaining positive relationships with community services, and advocating for clients when previous support relationships have broken down. ICMs work with clients and partners across the City of Kawartha Lakes, including Lindsay and its more rural county.

Transitioning out of the Intensive Case Management program

While clients may see their ICM daily upon intake into the program, their frequency of contact gradually decreases over time as their level of need is reduced. Clients in the ICM program are regularly assessed for acuity and stage of housing. As clients become more stable, ICMs engage in ongoing conversations about transitioning and exit planning. The intent is that as clients become more secure, they are able to be supported by less-intensive services offered in the community.

EVALUATION

The Intensive Case Management program in the City of Kawartha Lakes was evaluated over three years, from 2016 – 2019. The methodology combined longitudinal and cross-sectional data collection by repeatedly sampling individuals over time from two groups: (1) clients receiving intensive case management support, and (2) general community members who were clients of A Place Called Home, but not receiving intensive case management. This approach allowed for comparisons to be made from baseline (i.e. the first survey) to follow-up (i.e. the last completed survey) within each group. This approach also allowed for comparisons to be made between groups.

Research Ethics

This study was reviewed and approved by the Ethics Board for Research Involving Human Participants at Trent University. All participants signed an informed consent document prior to completing the survey and were given a \$20 gift card to Tim Horton's as an honorarium for their time. All data has been encrypted and is being securely stored without identifying information associated to individual responses. Student research assistants working on the project received specialized training and signed a confidentiality agreement. A copy of the ethics certificate has been filed with the City of Kawartha Lakes and is available upon request to the author.

Evaluation Instrument

A dedicated survey was created for this evaluation, based on a review of the academic literature. A copy of the survey instrument is available upon request. The survey was intended to be thorough and allow enough variables for statistical significance testing. The survey was comprised of four main sections, each with their own set of sub-questions. These sections included: (1) Background, (2) Education and Employment, (3) Housing and Community, and (4) Health, Wellness, and Supports. The survey took approximately 20 minutes to complete, and was administered through paper by the researcher, trained research assistants, or a trained member of the Intensive Case Management team.

Data Collection

The survey was administered on a four month cycle, every February, June, and October. At the beginning of these months the researcher would deliver paper copies of the survey to A Place Called Home, and be onsite to administer as many as possible. The surveys would remain onsite for the entirety of the month and trained shelter staff would continue to administer them. Clients who were receiving Intensive Case Management support were surveyed by their ICM or another trained member of the support team, as there was a pre-existing relationship that helped facilitated survey administration. At the end of the month, the researcher would collect all surveys and a research assistant would input the data into Qualtrics, a secure online survey program.

Participant Samples

Surveys were conducted with participant anonymity. Only initials and dates of birth were collected on each survey to track which participants had taken the survey more than once. Only those who completed 2 or more surveys were included in this evaluation, to allow for longitudinal analysis (i.e. to identify changes over time). In total, 28 ICM clients and 31 general community members were included in the evaluation. It should be noted that given a known population of 45 clients supported over the course of the ICM evaluation, a sample size of 28 corresponds with a 90% confidence level and 10% margin of error, assuming 50% response distribution.

As previously stated, the survey was administered three times a year over three years. This resulted in nine survey collection periods. Some participants completed more than two surveys over the nine periods. In these cases, their first survey was used as the baseline and their last survey was used as the follow-up. Both groups (those in the ICM program and those in the community) had similar amounts of time between baseline and follow-up as a whole. From the time of the first survey to the last, just over one year had past [3.14 collections on average for ICM clients and 3.10 collections on average for community members]. This means that taken as a whole, just over three four-month cycles had passed between when they were first surveyed and when they were last surveyed within the evaluation timeframe.

Data Analysis

Statistical analysis was conducted using SPSSv26. Longitudinal analysis was conducted on both groups (ICM clients and community members) to determine whether there were any significant changes within the groups over time. Cross-sectional analysis was also conducted to determine whether there were any significant differences between the groups at baseline and follow-up. Where bi-variate analysis was required, chi-square was the primary test conducted, however t-tests were used as appropriate. This report provides the p-values of these tests and indicates where they are significant at $p < .01$, $p < .05$, and $p < .10$. In the social sciences, a value of $p < .05$ or $p < .10$ is commonly used to determine statistical significance. The level of significance is indicated with a footnote, from 1 to 3, with 1 indicating the finding meets the most significant threshold level and 3 indicating it meets the lowest threshold for significance.

Limitations

The data used in this evaluation was collected through self-report and was not externally verified. Some questions asked participants to reflect on the previous three months, and responses may have been impacted by recall issues. Clients in the ICM program were surveyed by a member of their support team, which may have impacted their responses in unknown ways. Participants were provided the option of responding 'prefer not to answer' and as such not all reporting will add to 100% of the samples.

RESULTS

DEMOGRAPHICS



There was only one statistically significant demographic difference between those in the program and those in the general community.

There were comparatively fewer individuals who identified as Black in the ICM program, than in the general community.

DEMOGRAPHIC COMPARISON

	COMMUNITY	ICM CLIENTS	Sig.
Age	Range: 17 – 61 Mean: 43.07 SD: 15.35	Range: 19 -72 Mean: 38.87 SD: 13.83	.273
Sex	26% Female 75% Male	36% Female 57% Male 4% Transgender	.306
Sexual Orientation	97% Straight 3% Bisexual	86% Straight 11% Lesbian 4% Bisexual	.128
Ethnicity	52% Black 42% White 3% Additional	25% Black 64% White 4% Additional	.044 ²
Indigenous	23% Indigenous 74% Not	14% Indigenous 64% Not	.653
Citizenship	97% Canadian	93% Canadian	N/A
Military Service	90% no history 7% enlisted	89% no history	N/A

¹ Significant at $p < .01$

² Significant at $p < .05$

³ Significant at $p < .10$

EDUCATION

ICM clients were significantly less likely to have finished high school than those in the general community.

This lower educational attainment could be attributed to significantly higher reporting of learning disabilities and mental illness as self-identified barriers in school.



HIGHEST LEVEL OF ATTAINMENT

ICM clients were significantly less likely to have completed high school than those in the general community ($p=.053$).³

Community

55% completed, 45% not

ICM Clients

39% completed, 57% not

Community	Highest grade completed	ICM Clients
7%	Grade 8 or lower	11%
10%	Grade 9	4%
10%	Grade 10	14%
19%	Grade 11	29%
26%	High school or GED	18%
13%	Some higher education	14%
16%	Degree or diploma	7%

¹ Significant at $p < .01$

² Significant at $p < .05$

³ Significant at $p < .10$

BARRIERS TO EDUCATION

43% of ICM clients and 10% of community members indicated a

Learning disability led to difficulties in school ($p=.004$).¹

29% of ICM clients and 3% of community members indicated **mental illness** led to difficulties in school ($p=.007$).¹



Community	ICM Clients	Non-statistically significant differences in school
19%	25%	Physical disability
16%	21%	Conflicts with teachers / principals
32%	21%	Conflicts with other students
26%	29%	Being bullied
19%	18%	Homelessness
7%	11%	Family / home life

¹ Significant at $p < .01$

² Significant at $p < .05$

³ Significant at $p < .10$

FINANCES

The majority of ICM clients and general community members were unemployed, and no significant changes were found for either group in employment status from baseline to follow-up.

There were no significant differences between the groups in sources of income, but the general community did significantly increase their use of personal needs allowances over time.



EMPLOYMENT STATUS

75% of ICM clients and 74% of community members have worked for at least one year consistently in the past ($p=.822$).

COMMUNITY	ICM CLIENTS	Avg. across baseline and follow-up
68%	61%	Unemployed
6%	21%	ODSP
-	7%	CPP
13%	4%	Employed part-time
6%	4%	Employed full-time

There was no significant change in employment status for general community members ($p=.867$) or ICM clients ($p=.734$) between baseline and follow-up reporting.



¹ Significant at $p < .01$

² Significant at $p < .05$

³ Significant at $p < .10$

SOURCES OF INCOME

There were no statistically significant differences in sources of income between the ICM clients and general community groups.

The only observed change over time was a significant increase in personal needs allowance reporting by community members from 6% at baseline to 23% at follow-up ($p=.082$).³

Sources of income	Community Average (B/F)	Sig.	ICM Client Average (B/F)	Sig.
Ontario Works	71%	1	63%	.120
Salary	53%	.477	46%	1.00
Friends / family	35%	.350	46%	.682
ODSP	23%	.501	45%	.870
Illegal Acts	19%	.717	20%	.310
Needs Allowance	15%	.082 ³	18%	1.00
Pension	10%	.942	14%	.927
Panhandling	6%	.287	11%	.843
Sexual Acts	3%	1.00	9%	.142

¹ Significant at $p < .01$

² Significant at $p < .05$

³ Significant at $p < .10$

PARENTING



There was no statistically significant change in the number of children reported between baseline and follow-up.

ICM clients and general community members showed no statistical difference in the number of children reported. The majority of children in both groups do not live with the parent who was surveyed.

PARENTING

Community	# of children at baseline	ICM Clients
32%	0	39%
19%	1	11%
13%	2	29%
32%	3+	14%

No significant difference was found in the number of children reported between baseline and follow-up for community ($p=.581$) or ICM clients ($p=.607$). There was no significant difference between the number of children reported in both groups at baseline ($p=.678$).



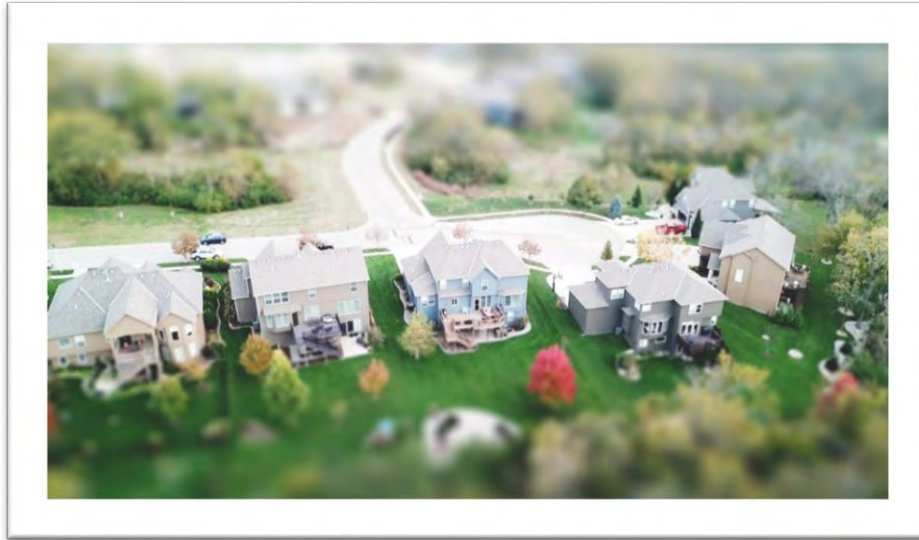
67% of ICM clients and 60% of community members live apart from their children.

¹ Significant at $p < .01$

² Significant at $p < .05$

³ Significant at $p < .10$

HOUSING



Over the 3 year study homelessness was significantly reduced in the City of Kawartha Lakes.

Despite having a history of significantly more chronic homelessness than the general community group, ICM program clients significantly improved their type of housing and length of housing tenure, where community members did not.

CHILDHOOD LIVING SITUATION

ICM clients and community members did not significantly differ in household finances while growing-up ($p=.456$). The modal community description of their family's finances was 'average' and the modal ICM response was to describe their family's finances as being 'poor'.

Community	Family growing-up	ICM Clients
0%	Well-off	0%
13%	Above Average	18%
53%	Average	32%
19%	Below Average	14%
23%	Poor	36%

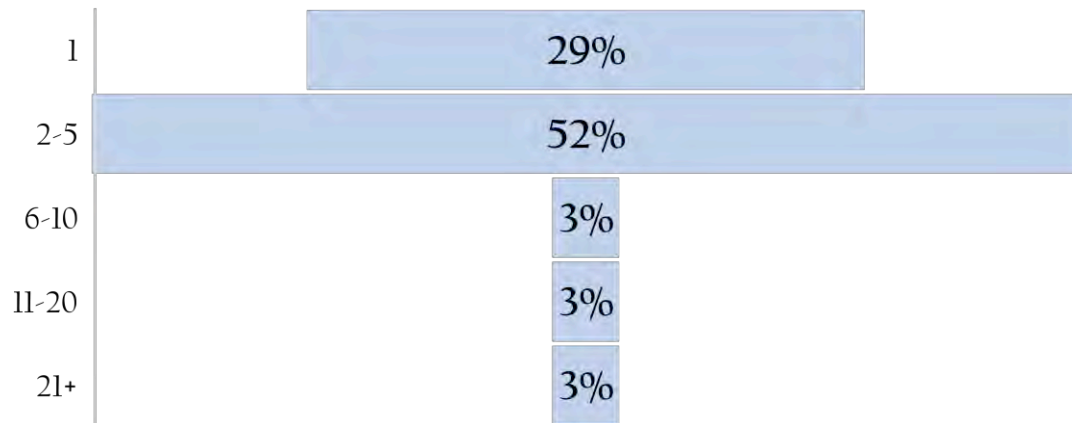
¹ Significant at $p < .01$

² Significant at $p < .05$

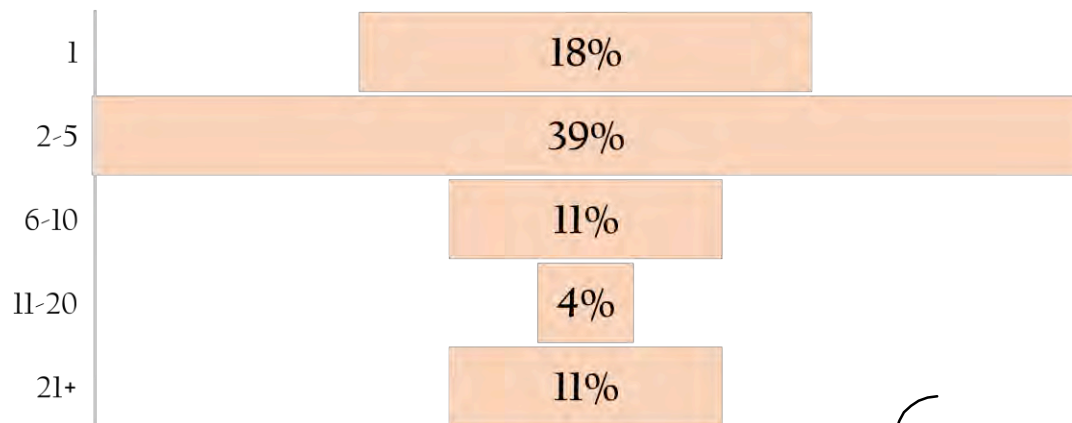
³ Significant at $p < .10$

HOMELESS EPISODES

Community



ICM Clients



ICM program clients had experienced significantly more chronic homelessness, whereas those in the general community experienced almost entirely episodic homelessness ($p=.078$).

¹ Significant at $p < .01$

² Significant at $p < .05$

³ Significant at $p < .10$

HISTORY OF HOMELESSNESS

The age at which ICM clients and general community members first experienced homelessness was not significantly different ($p=.745$).

Community	Range: 13-60	Mean: 29.65	SD: 15.45
ICM Clients	Range: 9-72	Mean: 31.22	SD: 19.04

ICM clients and general community members did not significantly differ in the number of places they had lived in their lives ($p=.862$).

64% of ICM clients and 55% of community members had been evicted or thrown-out of housing.

This is not a statistically significant difference ($p=.333$).



¹ Significant at $p < .01$

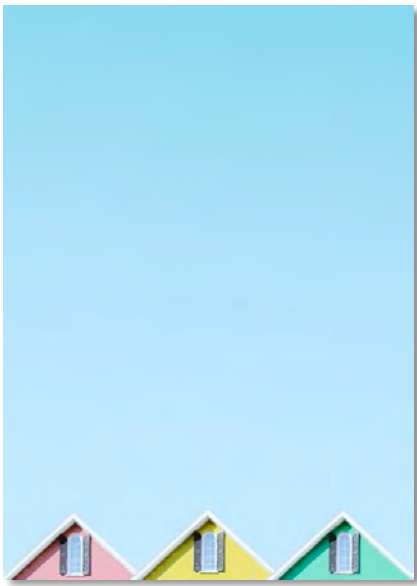
² Significant at $p < .05$

³ Significant at $p < .10$

DECREASED HOMELESSNESS

From baseline to follow-up, homelessness significantly decreased
in the City of Kawartha Lakes.

Among the general community, homelessness declined by 23% ($p=.089$)³ and
among ICM clients homelessness was reduced by 36% ($p=.036$).²



It should be noted that while this was a three
year study, the average time between
baseline and follow-up reporting was just
over one year. This suggests that ICM
intervention significantly reduced
homelessness, beyond the rates of the more
stable general community, in a relatively
short period of time.

¹ Significant at $p < .01$

² Significant at $p < .05$

³ Significant at $p < .10$

TYPE OF HOUSING

Those in the ICM program significantly improved their type of housing ($p=.019$)² from baseline to follow-up. No correspondingly significant improvement was found in the general community ($p=.826$). The largest contributing factors to the significant change in ICM housing was an increase in apartment and house-based placements, and a decrease in rooming house and shelter living.

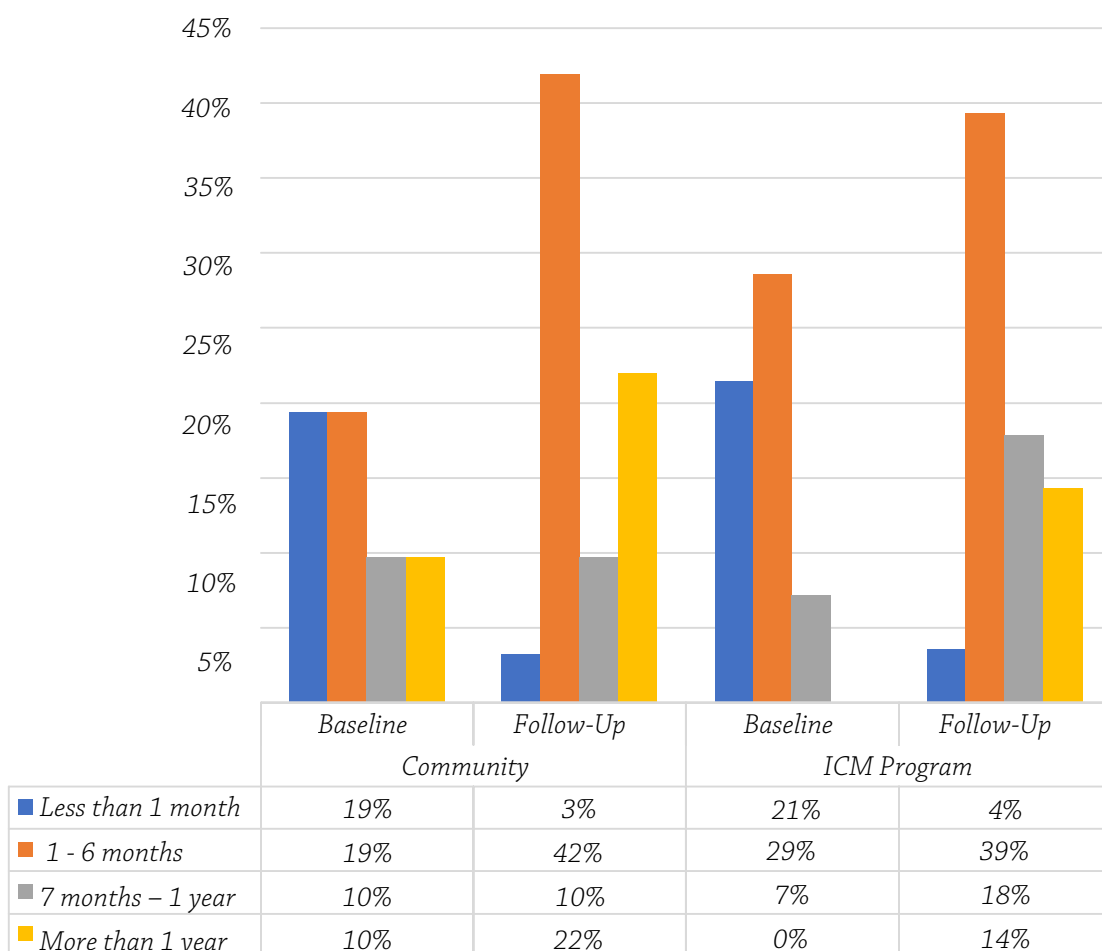
Community			ICM Program	
Baseline	Follow		Baseline	Follow
29%	39%	Apartment	21%	46%
6%	6%	House	4%	21%
23%	32%	Rooming House	39%	11%
32%	23%	Shelter / not housed	36%	18%

¹ Significant at $p < .01$

² Significant at $p < .05$

³ Significant at $p < .10$

LENGTH OF HOUSING TENURE



Those in the ICM program significantly improved the length of tenure in their current housing, from baseline to follow-up ($p=.018$).² No correspondingly significant improvement was found in the general community ($p=.189$).

¹ Significant at $p < .01$

² Significant at $p < .05$

³ Significant at $p < .10$

HOUSING FACTORS

Participants in both groups identified the factors that were important to them. The following is a rank order averaged across baseline and follow-up.

COMMUNITY	ICM CLIENTS
1. Affordable / supplements (73%)	1. Affordable / supplements (77%)
2. Private kitchen (65%)	2. Close to support agencies (68%)
3. Allowed to decorate (58%)	3. Approachable landlord (68%)
4. Close to public transit (53%)	4. Private kitchen (66%)
5. Approachable landlord (53%)	5. Allowed to decorate (61%)
6. Close to friends / family (45%)	6. Private outdoor space (57%)
7. Enough room for guests (45%)	7. Allows pets (57%)
8. Close to support agencies (42%)	8. Close to friends / family (55%)
9. Environmentally friendly (39%)	9. Close to public transit (52%)
10. Allows pets (35%)	10. Close to health care (52%)
11. Private outdoor space (31%)	11. In city of choice (48%)
12. In city of choice (29%)	12. Enough room for guests (46%)
13. Close to health care (23%)	13. Environmentally friendly (30%)

Community and ICM program participants both reported that their housing met the criteria important to them significantly more at follow-up than at baseline ($p=.079^3$ and $p=.081^3$ respectively).

¹ Significant at $p < .01$

² Significant at $p < .05$

³ Significant at $p < .10$

HOUSING FACTORS

Five factors were significantly more important to ICM clients than to general community members in their housing.



Proximity to health care

$p=.014^2$



Proximity to social service agencies and food banks

$p=.046^2$



Having private outdoor space

$p=.055^3$



Being allowed a pet

$p=.095^3$



Being located in a city of one's choice

$p=.099^3$

¹ Significant at $p < .01$

² Significant at $p < .05$

³ Significant at $p < .10$

TECHNOLOGY

There was no significant difference found in cell phone ownership between groups, or over time from baseline to follow-up.

There was no statistically significant difference in the amount that ICM clients and community members used the internet for email and information seeking.



CELL PHONES

No significant differences were found in cell phone ownership from baseline to follow-up for the community ($p=.985$) or ICM clients ($p=.599$).

Averaging between time periods indicates that

65% of Community

46% of ICM Clients

own a cell phone.

This is not a statistically significant difference ($p=.126$).



¹ Significant at $p < .01$

² Significant at $p < .05$

³ Significant at $p < .10$

INTERNET USAGE

Internet use in the 30 days preceding the survey was not statistically different for community and ICM clients. It also did not significantly change from baseline to follow-up.



Community	used internet for:	ICM Clients	Sig.
53%	Email	45%	0.735
48%	Skype	30%	0.679
32%	Government websites	34%	0.869
26%	Health information	32%	0.557
21%	Education	21%	0.848
37%	Employment	27%	0.740
37%	Housing	36%	0.531

¹ Significant at $p < .01$

² Significant at $p < .05$

³ Significant at $p < .10$

SOCIAL INCLUSION



General community members were more likely to volunteer in their free time and felt more able to obtain financial support from friends or family if needed.

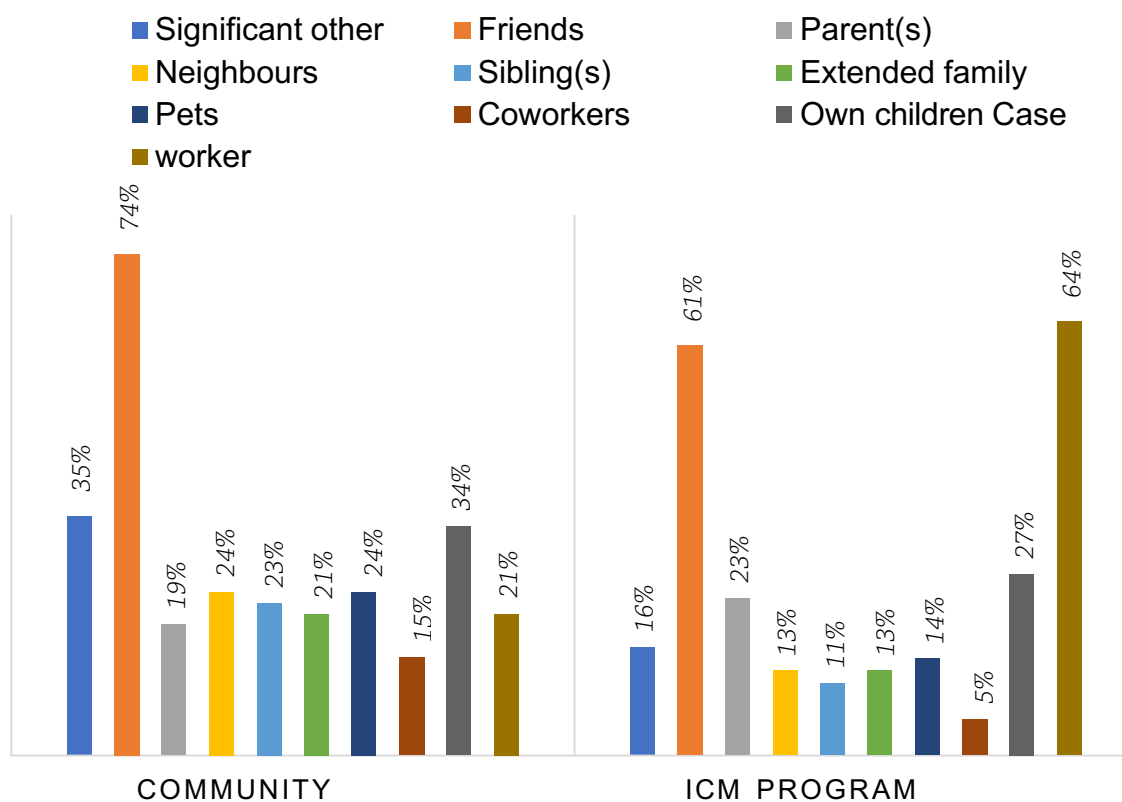
At baseline ICM clients reported not fitting in and feeling their life never had a sense of meaning, more than community members. After involvement in the program, these reported levels improved.

ICM clients also reported they spent significantly more time with a case worker than the community group.

RELATIONSHIPS

There was no significant change in relationship status between baseline and follow-up for ICM clients ($p=.256$) or general community members ($p=.292$).

One significant difference was identified in whom participants spent time with weekly, as shown in the graph below. ICM clients spent significantly more time on average with a case worker than did those in the general community ($p=.093$).³



¹ Significant at $p < .01$

² Significant at $p < .05$

³ Significant at $p < .10$

SOCIAL INCLUSION & SUPPORT



On average, 35% of community members and 20% of ICM clients reported having a valid driver's licence. There was no significant change in this reporting from baseline to follow-up ($p=.622$).



At baseline, 82% of ICM clients said they often or sometimes felt like they did not fit in with others. This was significantly higher than the 49% of community members who said the same ($p=.013$).² By follow-up, 32% fewer ICM clients reported feeling like they did not fit in, resulting in no significant difference between the groups ($p=.378$).



No significant changes in the activities participants engaged in from baseline to follow-up in either group were found for attending movies or concerts ($p=.188$), meeting a friend for coffee ($p=.441$), attending community events ($p=.193$), or going to the library ($p=.977$). One significant difference that did emerge was that community members were significantly more likely to spend their time volunteering than were those in the ICM program ($p=.000$).¹

¹ Significant at $p < .01$

² Significant at $p < .05$

³ Significant at $p < .10$

SOCIAL INCLUSION & SUPPORT



At baseline 32% of ICM clients felt that their life never had a sense of meaning; by follow-up only 4% felt that way ($p=.052$).³



General community participants were significantly more likely to say they had someone in their lives who could provide financial support in an emergency. On average 63% of community members but only 36% of ICM clients said they had one or more individuals who could lend them \$100 ($p=.027$).²



There were no significant differences between community and ICM members in social support related to having someone who could: listen ($p=.878$), offer suggestions ($p=.669$), attend an appointment ($p=.829$), provide a safe place to spend the night ($p=.964$), help with chores ($p=.650$), or make the participant feel wanted ($p=.721$).

¹ Significant at $p < .01$

² Significant at $p < .05$

³ Significant at $p < .10$

STRESS

Clients entering the ICM program reported significantly more stress in their lives than community members related to a lack of financial resources, physical health problems, personal relationships, and their emotional / mental well-being.

By follow-up, ICM clients remained stressed about their finances, physical health, and mental well-being but had less stress about their personal relationships.



EQUAL STRESS FACTORS

There were no significant differences in stress levels between ICM clients and community members, at baseline or follow-up, related to:

BASELINE			FOLLOW-UP		
Community	ICM	Sig.	Community	ICM	Sig.
Unemployment					
29%	43%	.268	55%	54%	.398
Caring for children or others					
58%	43%	.243	16%	25%	.398
Discrimination					
6%	4%	.615	3%	7%	.494
Police contact					
19%	21%	.843	26%	25%	.943

¹ Significant at $p < .01$

² Significant at $p < .05$

³ Significant at $p < .10$

WORK / SCHOOL STRESS

At baseline community members were significantly more stressed about their jobs ($p=.004$)¹ and schooling ($p=.077$)³ than were clients in the ICM program.



By follow-up, no significant differences were reported in stress levels pertaining to jobs ($p=.895$) or schooling ($p=.494$).

¹ Significant at $p < .01$

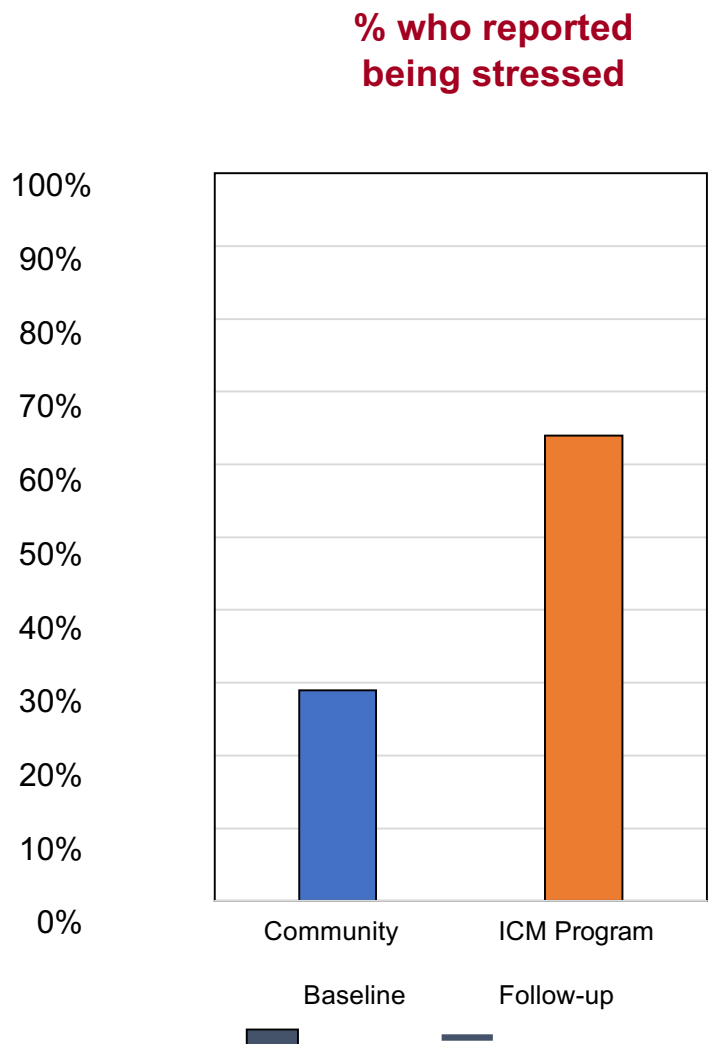
² Significant at $p < .05$

³ Significant at $p < .10$

FINANCIAL STRESS

At baseline ICM clients were significantly more stressed about a lack of financial resources ($p=.007$)¹ than were general community members.

At follow-up, despite an increase in community reporting of financial related stress, ICM clients remained significantly more stressed about their financial situation ($p=.077$)³ compared to community members.



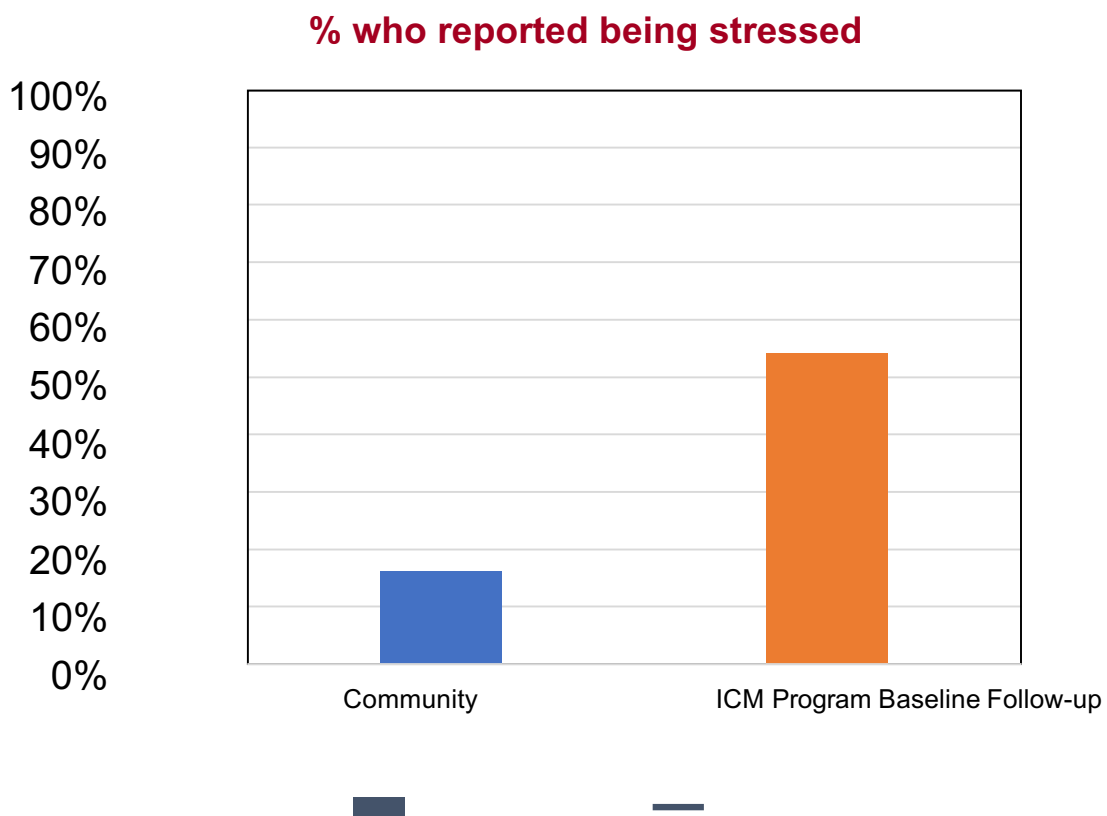
¹ Significant at $p < .01$

² Significant at $p < .05$

³ Significant at $p < .10$

HEALTH RELATED STRESS

At baseline ICM clients were significantly more stressed about physical health problems ($p=.002$)¹ than were general community members. At follow-up, ICM clients remained significantly more stressed about their physical health problems compared to community members ($p=.014$).²



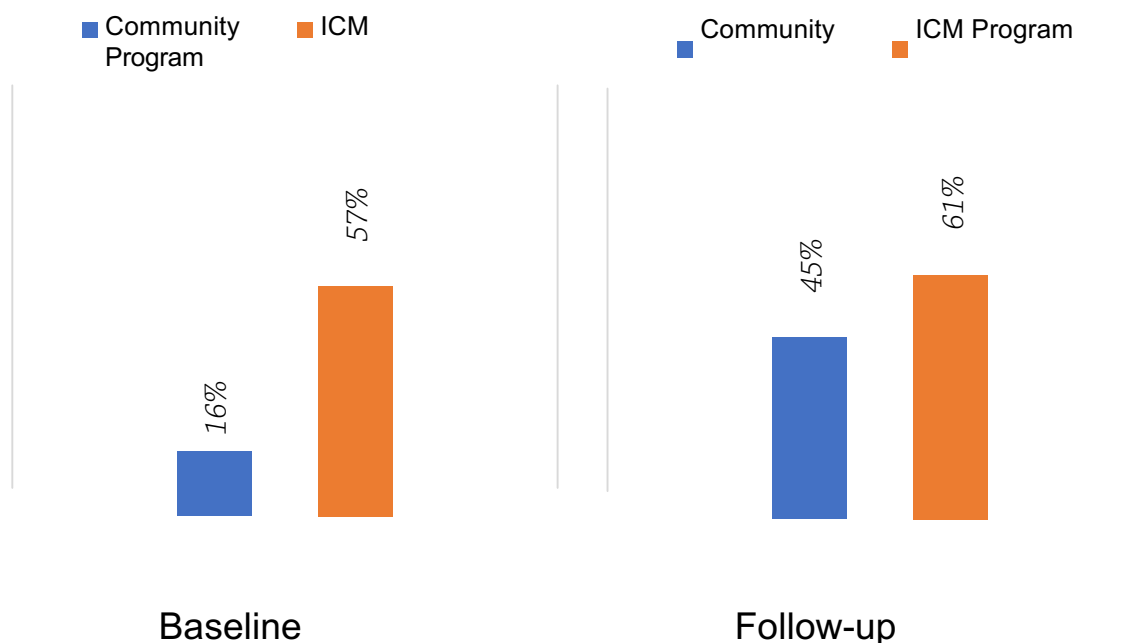
¹ Significant at $p < .01$

² Significant at $p < .05$

³ Significant at $p < .10$

MENTAL HEALTH STRESS

ICM clients entered the program with significantly more stress about their emotional and mental health ($p=.001$)¹ than those in the general community.



By follow-up, the ICM clients' level of stress remained consistent but the general community level increased by such a wide margin that there no longer was significant difference in the two groups' reporting ($p=.232$).

The reason for the increase in mental health related stress among community members is unknown, but it should be noted the cause of the stress did not impact ICM program clients in the same way.

¹ Significant at $p < .01$

² Significant at $p < .05$

³ Significant at $p < .10$

RELATIONSHIP STRESS

ICM clients entered the program with significantly more stress about their personal relationships ($p=.086$)³ than those in the general community. By follow-up, the ICM clients no longer reported significant stress in this area ($p=.746$).



Baseline

42% of community stressed about relationships

64% of ICM clients stressed about relationships

Follow-up

39% of community stressed about relationships

43% of ICM clients stressed about relationships

¹ Significant at $p < .01$

² Significant at $p < .05$

³ Significant at $p < .10$

MENTAL HEALTH

At baseline ICM clients reported significantly higher rates of depression than community members. By follow-up their reports of depression decreased to the level of the general community and were no longer significantly worse.

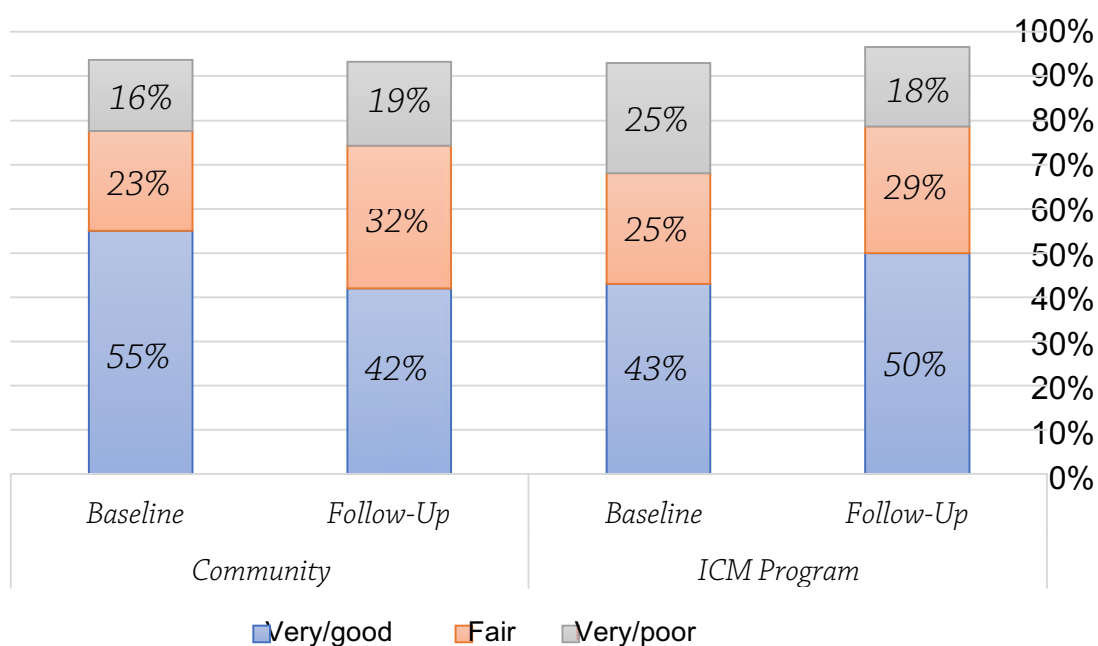


Reported generalized anxiety levels also significantly decreased for ICM clients from baseline to follow-up.

MENTAL HEALTH STATUS

There was no significant difference in how ICM clients and community members rated their mental health overall. This was true at baseline ($p=.596$) and at follow-up ($p=.870$) comparisons.

There was also no significant change in overall mental health rating between baseline and follow-up, for either group ($p=.663$ for community / $p=.954$ for ICM clients).



¹ Significant at $p < .01$

² Significant at $p < .05$

³ Significant at $p < .10$

MENTAL HEALTH CONDITIONS

From baseline to follow-up ICM program clients reported a 21% decrease in diagnosed or suspected generalized anxiety disorder, from 64% to 43% (p=.016).²

COMMUNITY		Conditions (Diagnosed or suspected)	ICM CLIENTS	
Average of B/F	Sig. Change		Average of B/F	Sig. Change
58%	.754	Depression	64%	.355
45%	.745	Generalized anxiety	54%	.016 ²
23%	.457	PTSD	36%	.298
10%	.711	Bi-polar disorder	27%	.400
23%	1.00	Obsessive compulsive	23%	.272
8%	.837	Eating disorder	20%	.802
3%	.132	Schizophrenia	5%	.614
24%	.373	Anti-social personality	5%	.609
10%	.223	Paranoid personality	2%	.323

ICM clients reported significantly higher rates of suspected or diagnosed depression at baseline (75%) compared to general community members (52%) (p=.093).³ By follow-up, the rates of depression among ICM clients had decreased to general community levels and were no longer significantly different.

¹ Significant at p < .01

² Significant at p < .05

³ Significant at p < .10

PHYSICAL HEALTH

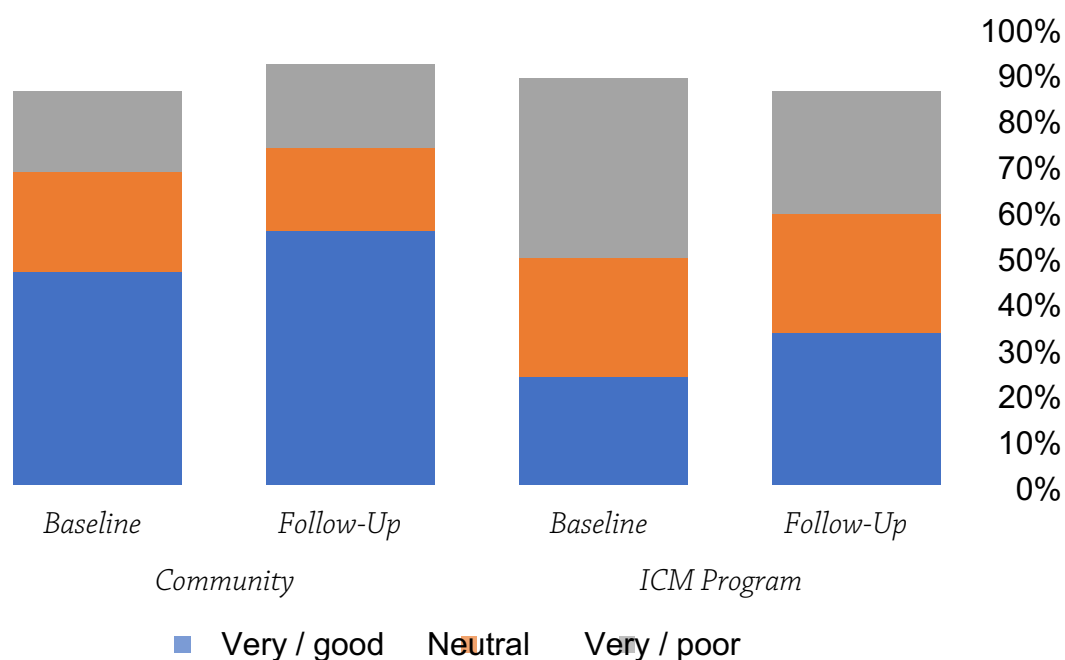
At baseline ICM clients significantly rated their physical health to be worse, reported more severity of pain, and had more difficulty taking medication than the general community. By follow-up all of these issues had been resolved and no significant differences were found between the groups.



Of note, the groups reported no difference in how physically active they were at baseline, but at follow-up ICM clients were significantly less physically active than community members.

GENERAL HEALTH STATUS

At baseline, those entering the ICM program rated their physical health to be significantly worse than did those in the general community ($p=.063$).³



By follow-up, the ICM program clients had increased their self- evaluated health status, such that there was no significant difference between the group ratings ($p=.330$).

¹ Significant at $p < .01$

² Significant at $p < .05$

³ Significant at $p < .10$

PAIN

At baseline clients entering the ICM program reported significantly higher rates of moderate to severe pain (61%) compared to those in the general community (29%) ($p=.029$).²



By follow-up, ICM client reports of moderate / severe pain had decreased (54%), resulting in pain levels that did not significantly differ from those reported in the general community.

¹ Significant at $p < .01$

² Significant at $p < .05$

³ Significant at $p < .10$

PHYSICAL CONDITIONS

From baseline to follow-up there was only one statistically significant change in the reporting of diagnosed or suspected physical health conditions. ICM program clients reported coughing up blood or phlegm significantly less at follow-up (3.57%) than baseline (28.57%) ($p=.008$).¹ Coughing up blood / phlegm was also the only significant difference in physical health conditions between the two groups ($p=.049$).²

COMMUNITY		Conditions (Diagnosed or suspected)	ICM CLIENTS	
Average of B/F	Sig. of Change		Average of B/F	Sig. of Change
56%	.694	Back problems	59%	.480
39%	.932	Fatigue	52%	.568
45%	.878	Dental problems	45%	.737
32%	.346	Arthritis	41%	.302
26%	.589	Foot problems	39%	.955
27%	.342	Night sweats	38%	.370
13%	1.00	High blood pressure	23%	.794
8%	.613	Asthma	18%	.369
29%	.866	Coughing blood / phlegm	16%	.008 ¹
11%	.519	Skin problems	16%	.432
8%	.603	Hepatitis A,B,C	14%	.635
7%	1.00	Ulcer	13%	.315
7%	.491	Heart disease	11%	1.00
N/A	N/A	Cancer	11%	N/A
21%	.748	Bronchitis or emphysema	7%	.431
13%	.310	Traumatic brain injury	7%	N/A
11%	.639	Diabetes	5%	.543

¹ Significant at $p < .01$

² Significant at $p < .05$

³ Significant at $p < .10$

MEDICATION

At baseline, those entering the ICM program reported significantly more difficulty taking their medication (32%) than did those in the general community (10%) ($p=.055$).³

By follow-up, the ICM program clients reported taking their medication was less challenging than before (11%) and their level of difficulty taking medication did not significantly differ from those in the general community group (6%) ($p=.564$).



¹ Significant at $p < .01$

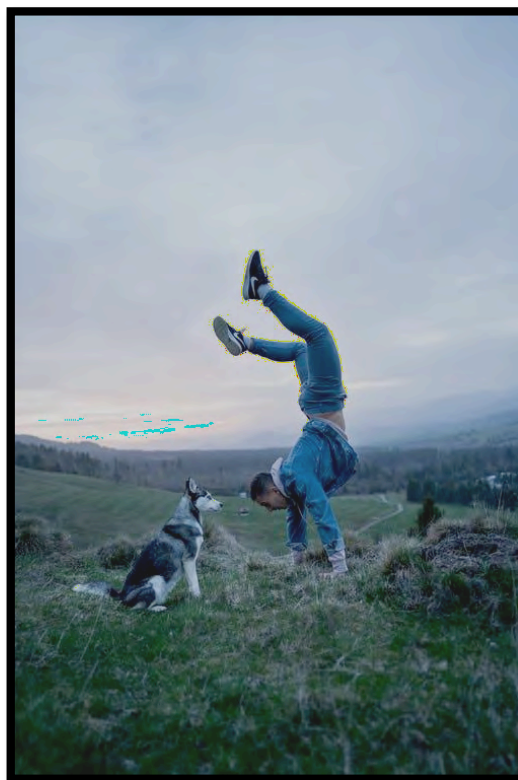
² Significant at $p < .05$

³ Significant at $p < .10$

PHYSICAL ACTIVITY

At baseline there was no significant difference in the levels of physical activity reported by clients entering the ICM program and those in the general community ($p=.140$). By follow-up, those in the ICM program were significantly less physically active than those in the community ($p=.040$).²

As individuals become securely housed, they may become less active throughout the day. This requires consideration to ensure clients are not isolated or confined to their home.




¹ Significant at $p < .01$

² Significant at $p < .05$

³ Significant at $p < .10$

NUTRITION

There were no statistically significant changes from baseline to follow-up for either group. The table below represents those who said 'somewhat true' or 'true' for each statement.

COMMUNITY			ICM PROGRAM	
55%	52%	I ate 3 balanced meals a day	57%	46%
68%	58%	I worried my food would run out	50%	64%
39%	45%	I was hungry	57%	43%
45%	42%	I skipped meals, as I could not get food	46%	50%
58%	35%	I went a whole day without eating	50%	61%
35%	39%	I went a whole day without clean water	21%	18%
68%	74%	I cooked my own meals	61%	68%
84%	84%	I ate at home	71%	79%
61%	52%	I got food from food banks/agencies	64%	68%
58%	48%	I got food from family or friends	54%	64%

¹ Significant at $p < .01$

² Significant at $p < .05$

³ Significant at $p < .10$

ACCESS TO CARE

At baseline ICM clients visited and were admitted to hospital significantly more than general community members. After being in the program their hospital use significantly declined.

Costs associated with hospital use declined for ICM clients and increased for community members from baseline to follow-up. The estimated reduction in hospital expenditure for all ICM clients over the three-year evaluation was \$809,532.

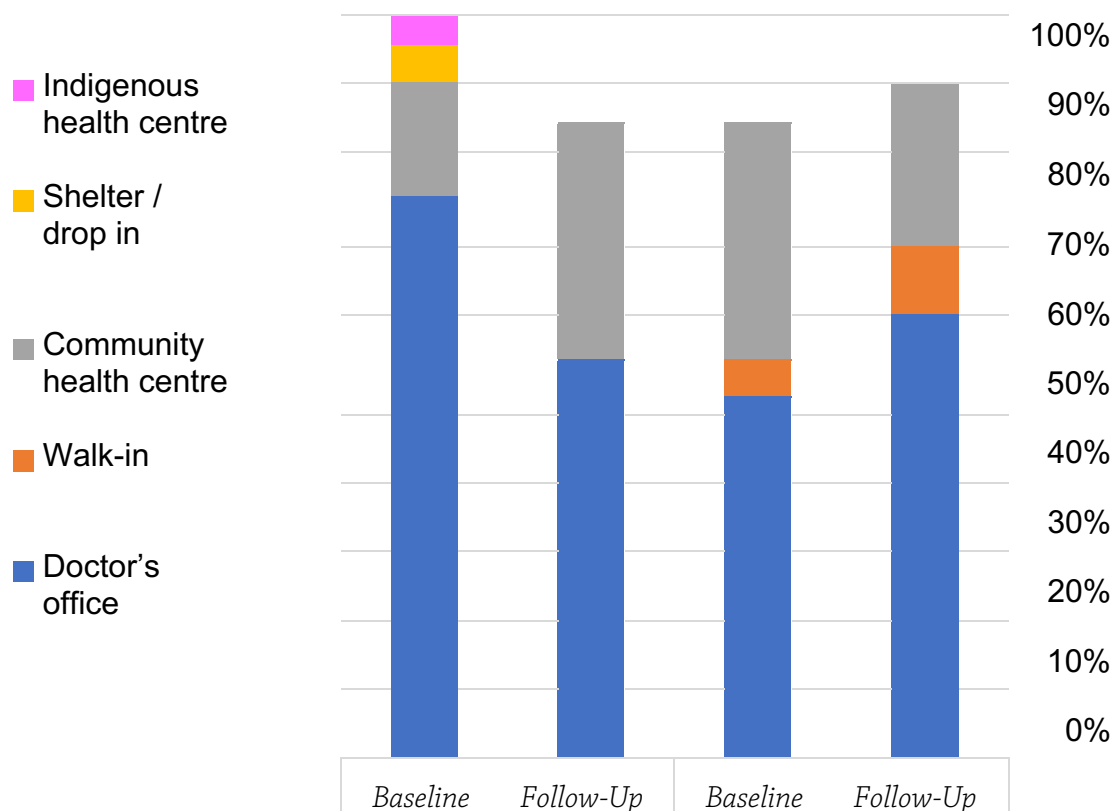
At follow-up ICM clients had significantly more health care providers than those in the general community.



had a health care provider

CARE PROVIDER LOCATIONS

Of those who reported they had a regular health care provider, no significant change in location was identified from baseline to follow-up for ICM clients ($p=.848$) or community members ($p=.406$). Health care providers were located almost exclusively in a doctor's office or community health centre for both groups.



¹ Significant at $p < .01$





² Significant at $p < .05$

³ Significant at $p < .10$

HOSPITAL USAGE

At baseline ICM clients visited and were admitted to hospital significantly more than general community members ($p=.047$).²

By follow-up, ICM clients significantly reduced their hospital visits and admissions ($p=.066$)³ such that there no longer remained a significant difference in hospital use between the groups ($p=.704$).

AT B A S E L I N E		B Y F O L L O W - U P
32% of community members reported visiting hospital in the previous three months		This figure remained steady at 32%
10% of community members reported being admitted to hospital in the previous three months		This figure increased to 19%
54% of ICM clients reported visiting hospital in the previous three months		This figure decreased to 25%
25% of ICM clients reported being admitted to hospital in the previous three months		This figure decreased to 18%

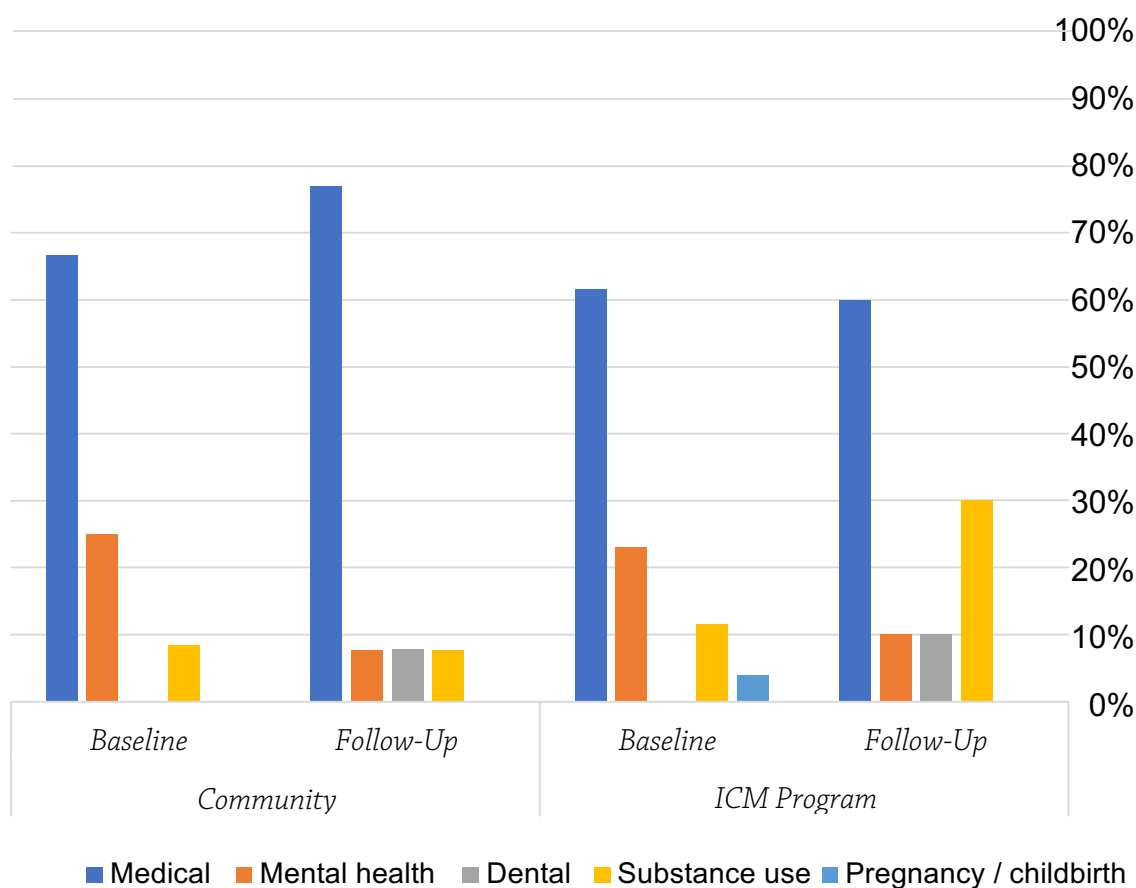
¹ Significant at $p < .01$

² Significant at $p < .05$

³ Significant at $p < .10$

REASONS FOR HOSPITAL USE

At baseline and follow-up those in the ICM program and community groups who used hospital services, did so primarily for medical reasons. There was no significant difference in the reasons for which individuals used hospital from baseline to follow-up for those in the ICM program ($p=.356$) or general community ($p=.543$).



¹ Significant at $p < .01$

² Significant at $p < .05$

³ Significant at $p < .10$

MONTHLY HOSPITAL COSTS

The ICM program led to significant reductions in monthly hospital costs ($p=.000$).¹

As hospital use declined for ICM clients, the monthly cost decreased for the 28 individuals in this analysis from \$45,717 at baseline to \$29,422 at follow-up.

Without intervention the general community monthly hospital costs for the 31 individuals in this analysis increased from \$16,582 to \$32,557.



¹ Significant at $p < .01$

² Significant at $p < .05$

³ Significant at $p < .10$

COMMUNITY CALCULATION

	# of times reported	Reported in a 3 month span	Cost Calculation	Total Cost
Baseline	8	1-3 visits to ER	16 x \$618*	\$9,888
	2	4-5 visits to ER	9 x \$618	\$5,562
	3	1-3 admissions	6 x \$5,356	\$32,136
	9	Emergency transports	9 x \$240	\$2,160
	\$49,746 / 3 month reporting = \$16,582 estimated monthly expenditure			
Follow-up	8	1-3 visits to ER	16 x \$618	\$9,888
	2	4-5 visits to ER	9 x \$618	\$5,562
	5	1-3 admissions	10 x \$5,356	\$53,560
	1	4-5 admissions	4.5 x \$5,356	\$24,102
	19	Emergency transports	19 x \$240	\$4,560
	\$97,672 / 3 month reporting = \$32,557 estimated monthly expenditure			

*Refer to Appendix for notes on how costs were determined and calculated

ICM PROGRAM CALCULATION

	# of times reported	Reported in a 3 month span	Cost Calculation	Total Cost
Baseline	12	1-3 visits to ER	24 x \$618	\$14,832
	2	4-5 visits to ER	9 x \$618	\$5,562
	5	1-3 admissions	10 x \$5,356	\$53,560
	1	4-5 admissions	4.5 x \$5,356	\$24,102
	1	6+ admissions	6 x \$5,356	\$32,136
	29	Emergency transports	29 x \$240	\$6,960
	\$137,152 / 3 month reporting = \$45,717 estimated monthly expenditure			
Follow-up	5	1-3 visits to ER	10 x \$618	\$6,180
	1	4-5 visits to ER	4.5 x \$618	\$2,781
	4	1-3 admissions	8 x \$5,356	\$42,848
	1	6+ admissions	6 x \$5,356	\$32,136
	18	Emergency transports	18 x \$240	\$4,320
	\$88,265 / 3 month reporting = \$29,422 monthly expenditure			

ESTIMATED HOSPITAL SAVINGS

The 28 ICM program clients showed a reduction in hospital costs. Given that these individuals represent 62% of ICM clients [28/45], the total hospital savings can be estimated for the program as a whole using the following formula:

$$[(\text{Baseline cost} - \text{follow-up cost}) \times \% \text{ not included}] + (\text{baseline cost} - \text{follow-up cost}) = \text{estimated monthly savings for the ICM program}$$

➤
$$[(\$45,717 - \$29,422) \times .38] + (\$16,295) = \$22,487$$

Monthly hospital savings from ICM program:	\$22,487
Yearly hospital savings from ICM program:	\$269,844

Estimated hospital savings over 3 year intervention:

~~\$809,532~~
\$809,532

It should be noted that this calculation does not take into account the costs of operating the program and solely represents the reduction in hospital expenditure.

¹ Significant at $p < .01$

² Significant at $p < .05$

³ Significant at $p < .10$



RECOMMENDATIONS

1. Continue to operate and expand the Intensive Case Management program in the City of Kawartha Lakes. Funding should be the joint responsibility of the health care sector, such as the LHIN, and the Municipal government.
2. Expand the Intensive Case Management program in the county.
3. Increase lower-intensity case management support to extend Intensive Case Management program capacity.
4. Research the optimal caseloads for Intensive Case Managers in the City of Kawartha Lakes.
5. Continue to build affordable housing and cultivate relationships with landlords to facilitate rapid housing for Intensive Case Management clients.
6. Review initial assessments for the Intensive Case Management program to determine whether the under-representation of Black clients reflects a real difference in need or is the result of potential bias in the assessment.
7. Consider opportunities to incorporate paid Consumer Providers into the support team.
8. Ensure housing meets the factors clients identify as being important to them, to increase the chances they will remain satisfied with their housing in the long-term.
9. Intensive Case Managers should work with clients to track their levels of exercise and/or make referrals to organizations that can provide fitness support.
10. Increase the scope of financial resources that are available to Intensive Case Management clients.

RECOMMENDATIONS 1 -2

Continue to operate and expand the Intensive Case Management program in the City of Kawartha Lakes. Funding should be the joint responsibility of the health care sector, such as the LHIN, and the Municipal government.

The Intensive Case Management program resulted in many statistically significant outcomes that were positive, not only for clients but for the community as well. Continuing to operate and expand this program in the community should be a priority. Given the results that showed individuals who entered the ICM program were significantly more likely to have experienced chronic homelessness, continuing to fund the ICM program will be an important component of the City of Kawartha Lakes' goal to end chronic homelessness. Further, the results indicated that operating this program reduced hospital costs by \$809,532 over the three-year period for the 45 enrolled clients. Funding the ICM program should be the joint responsibility of the health care sector, such as the Local Health Integration Network, to divert individuals not in need of emergent care out of hospitals and into more suitable, non-acute care settings.

Expand the Intensive Case Management program in the county.

Currently the Intensive Case Managers serve the entire City of Kawartha Lakes, including Lindsay and the broader county. This represents a large geographic area that is widely dispersed and lacking in public transportation options. Dedicated Intensive Case Managers and Housing Support Workers teams should be established in the county to better serve the rural areas of the City of Kawartha Lakes. Locating these teams within the county would allow for greater capacity to serve these clients with ICMs who have local knowledge and the ability to be on-site more regularly.

RECOMMENDATIONS 3- 4

Increase lower-intensity case management support to extend Intensive Case Management program capacity.

Clients in the Intensive Case Management program are supported through a series of steps, with the ultimate goal of exiting the program and no longer needing the intensity of support. However, there is a critical period as the client no longer requires ICM level support, but may not be ready to function fully independently in the community. It is recommended that the City of Kawartha Lakes consider hiring more standard case workers who can support larger caseloads, with less intensity. This approach would provide clients the option to have an extended transition out of the program, while also freeing space and capacity on the ICM caseload for new clients who require greater levels of support.

Research the optimal caseloads for Intensive Case Managers in the City of Kawartha Lakes.

The appropriate caseload for Intensive Case Management is inconsistently defined, sometimes as 1:20 (Social Housing in Action, 2018) and others as 1:15 (Employment and Social Development Canada, 2018). The ability to provide intensive support requires ICMs have manageable caseloads, including clients who are at different stages in their support needs. A local analysis should be conducted to determine what the optimal caseload is for ICMs in the City of Kawartha Lakes. This recommendation also follows from the previous two – implement rural ICM teams and less-intensive transitional case managers – as factors that would impact the optimal caseloads of the ICMs.

RECOMMENDATIONS 56

Continue to build affordable housing and cultivate relationships with landlords to facilitate rapid housing for Intensive Case Management clients.

Increasing the availability of affordable housing is essential for ending chronic homelessness and supporting high-acuity individuals in the community. The City of Kawartha Lakes is encouraged to continue to partner with Federal and Provincial stakeholders to develop new affordable housing stock, and also to cultivate relationships with reputable landlords in the community. Increasing affordable housing helps those who are in the ICM program become more stable and is also a preventive measure to reduce homelessness overall.

Review initial assessments for the Intensive Case Management program to determine whether the under-representation of Black clients reflects a real difference in need or is the result of potential bias in the assessment.

Individuals become eligible for ICM support based on a VI-SPDAT acuity score of eight or higher. There were significantly less individuals who identified as Black in the ICM program than in the general community, creating uncertainty about the cause of this imbalance. The City of Kawartha Lakes is encouraged to review its administration of the VI-SPDAT to determine whether the under-representation is a result of genuine different support needs, a bias in the screening tool, and/or a bias in the administration of the tool.

RECOMMENDATIONS 7 -8

Consider opportunities to incorporate paid Consumer Providers into the support team.

Research has shown the benefit of incorporating Consumer Providers – those with lived experience of housing instability resulting from complex needs – into the support team (Wright-Berryman et al., 2011). These individuals are farther along in their stage progression and can bring a peer support component to complement the professional care planning. The City of Kawartha Lakes is encouraged to consider whether the capacity exists, or could be built, to incorporate Consumer Providers into the ICM model. This approach could have benefits for clients receiving support, as well as for transitioning clients as they move forward. Peer Support Canada is one resource for consideration.

Ensure housing meets the factors clients identify as being important to them, to increase the chances they will remain satisfied with their housing in the long-term.

In this evaluation, clients in the Intensive Case Management program were significantly more likely to state they wanted private outdoor space, permission to have pets, and a choice of location in their housing. Admittedly with limited affordable housing options comes limited ability to match clients with ideal housing. However, making every effort to identify the factors that are most important to the client, and selecting housing options based on those factors, will increase the chances clients remain satisfied with their housing over time.

RECOMMENDATIONS 9 -10

Intensive Case Managers should work with clients to track their levels of exercise and/or make referrals to organizations that can provide fitness support.

After involvement in the program, ICM clients were significantly less physically active than when they entered. This may be the result of obtaining housing and no longer needing to move through the community as much to meet basic needs. As clients progress through the stages towards stability, ICMs are encouraged to discuss physical activity planning with their clients, and to connect them with supports in the community, such as activity groups or services that have free or low-cost fitness programs.

Increase the scope of financial resources that are available to Intensive Case Management clients.

As clients entered the ICM program they indicated significant levels of stress around their financial status; this stress remained significant even after intervention. Additionally, significantly fewer ICM clients indicated they had someone they could turn to for financial assistance if they needed it. Research shows that as a model, ICM is most effective when support is combined with access to financial resources such as housing subsidies (Nelson et al., 2007). While ICM clients have access to the same financial resources as other members of the community, such as rent supplements and first / last month's rent, it is not sufficient to decrease their financial stress. The City of Kawartha Lakes, in consultation with ICMs and ICM clients, should research what additional financial resources could be offered, on a long-term, short-term, and emergency basis, to help reduce this stress among ICM clients.

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APPENDIX

Hospital Cost Calculation Notes

- An average of '2' was used in calculations where participants reported a range of 1-3
- An average of '4.5' was used in calculations where participants reported a range of 4-5
- A conservative estimate of '6' was used in calculations where participants reported 6+
- The value of ER visits was taken from Queensway Carleton Hospital. (2015). [Hospital fees for patients.](#)
- The value of admissions reflects most recent data (2017-2018) for Ross Memorial Hospital. Canadian Institute for Health Information. (2018). [Cost of a standard hospital stay.](#)
- The value of EMS transport was taken from MOHLTC. (2012). [Understanding health care in Ontario](#)



September 16, 2019

TO: Municipalities that form the Kawartha-Haliburton Municipal Working Group

- City of Kawartha Lakes
- Municipality of Trent Lakes
- Township of Minden Hills
- Municipality of Dysart et al
- Township of Algonquin Highlands
- Municipality of Highlands East
- Haliburton County
- Township of Brock
- Township of Scugog
- Township of Uxbridge

Attention: Cathie Ritchie, Clerk

RE: Municipal Representation on the Trent Conservation Coalition Source Protection Committee – Selection of Candidates

Following our letter to you dated June 12, 2019, we have received nominations from two municipalities within the Kawartha-Haliburton Source Protection Area. This nomination process served to identify candidates to fill two vacancies on the Source Protection Committee (SPC), who will represent all member municipalities from our Source Protection Area.

We received interest from two municipalities. Mayor Brent Devolin from the Township of Minden Hills and Deputy Mayor Doug Elmslie from the City of Kawartha Lakes are the candidates moving forward in the appointment process. As per O. Reg. 288/07 of the *Clean Water Act, 2006* all municipalities identified above are included in the grouping of municipalities in the Kawartha-Haliburton SPA. A formal council resolution endorsing Brent Devolin and Doug Elmslie as the SPC representatives for this area would be appreciated. We plan on bringing this matter to our Source Protection Authority Board to approve the appointment and a council resolution supporting this appointment prior to October 24th is requested in order to support the SPA in its decision.

A suggested resolution is included below:

Resolved, That, <Municipality> endorse Township of Minden Hills Mayor Brent Devolin and City of Kawartha Lakes Deputy Mayor Doug Elmslie as the Kawartha-Haliburton municipal representatives on the Trent Conservation Coalition Source Protection Committee.

We would also like to take the opportunity to thank all municipalities for their continued cooperation in protecting our municipal drinking water sources. Your efforts are greatly appreciated.

For additional information or clarification please do not hesitate to call me at 705-328-2271 ext. 215.

Sincerely,



Mark Majchrowski

Chief Administrative Officer,
Kawartha Conservation,
Kawartha-Haliburton Source Protection Authority

Copy: Jim Hunt, Chair, Trent Conservation Coalition Source Protection Committee
Valerie Bowering, Project Manager, Source Protection Planning, Trent Conservation Coalition
Ted Smith, Chair, Kawartha-Haliburton Source Protection Authority

Petition

To: the Council of the City of Kawartha Lakes, 26 Francis Street, Lindsay, ON K9V 5R8.

I/We the undersigned, petition the Council of the City of Kawartha Lakes as follows:

For the inclusion of Hillview drive and Slalom drive to the list of streets planned for resurfacing in Bethany. To be done in this fiscal years budget so as to align with the other roads. The integrity of the roads has been declining over the years and with the changing of the seasons, the damage appears to be increasing. This petition is to raise awareness that our roads are in need of repair and have been for quite some time.

#	Name	Contact Information	Signature
ORGANIZER			
705 772 8772	Olivia Bryant	2268 Hillview Dr Bethany LOA1A0	Olivia Bryant
905 626-1430	Joanne Barker	Bethany LOA1A0 2260 Hillview Dr	J Barker
905 442 1618	Kyle Faarup	2230 Hillview Dr Bethany LOA1A0	Kyle Faarup
705 277-3777	RENATE DONOVAN	3 Slalom Dr.	Renate Donovan
705 317-9439	TAZUK de Souza	3 Slalom Dr.	Tazuk de Souza
705 819-7178	JOEL WEST	21 Slalom DR.	Joel West
905 260 8410	Alycia Sutch	21 Slalom Dr Bethany LOA1A0	Alycia Sutch
905 925 8944	KERRI DAVIS	19 Slalom Drive	Kerr Davis
905 441 0144	Evan Davis	19 Slalom Drive Bethany	Evan Davis
705-277-3112	SHARON McMANUS	2306 Hillview Dr. BETHANY, ON	Sharon McManus
705-741-7521	Andrea Ross	2318 Hillview Dr. Bethany	Andrea Ross
705-868-9267	Hayden	"	Hayden
705-277-1179	M. PHAIR + G. MURPHY	2246 Hillview Dr Bethany	M. Phair + G. Murphy
905-431-2221	B + T. DAVIDSON	2220 HILLVIEW DR	B + T. Davidson
289-923-7723	Red Plain	15 Forest. Pr.	Red Plain

RECEIVED

AUG 21 2019

OFFICE OF THE CITY CLERK
KAWARTHA LAKES

RECEIVED

AUG 21 2019

**OFFICE OF THE CITY CLERK
KAWARTHA LAKES**

August 21, 2019

177 Weldon Drive
Coboconk, ON
K0M 1K0

City of Kawartha Lakes Clerk
City of Kawartha Lakes Municipal Office
26 Francis Street
Lindsay, ON
K9V 5R8

Dear Sir or Madam:

Please find enclosed a petition for the Council of the City of Kawartha Lakes. I appreciate your consideration and look forward to your feedback.

Sincerely,



Janet Porter
Resident and Taxpayer

Person Submitting the Petition


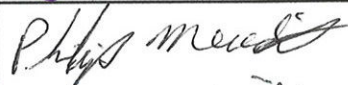
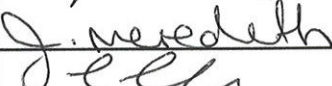
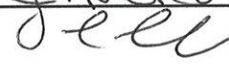
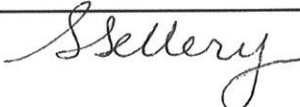


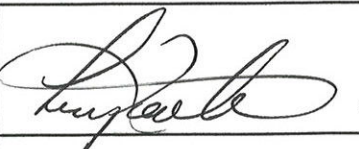
Name:	Janet Porter
Address:	177 Weldon Drive, Coboconk, ON K0M 1K0
Phone:	647-637-9217

Petition

To: the Council of the City of Kawartha Lakes, 26 Francis Street, Lindsay, ON K9V 5R8.

I/We the undersigned, petition the Council of the City of Kawartha Lakes as follows:

That the City of Kawartha Lakes include completion of renovations and repairs for Baseline Rd., Coboconk for the next budget year 2020.

#	Name	Contact Information	Signature
1	Janet Porter	177 Weldon Drive 647-637-9217	
2	Jaime and Philip Meredith	187 Weldon Dr. 647-225-1708 416-819-2020	 
3	Christine Erwin	171 Weldon Drive 647-519-8363	
4	Stacey Sellery	16 Golden Rd (416) 505-8085	
5	Derek Sellery	16 Golden Road 416 505 8085	
6	Kristin Ponte	163 Weldon Dr 416 561 0457	
7	Tony Ponte	163 Weldon Dr 416 407 9847	

The Corporation of the City of Kawartha Lakes

By-Law 2019 - xx

A By-Law to Regulate Noise In The City Of Kawartha Lakes

Recitals

1. Section 10(2) of the Municipal Act, 2001, S.O. 2001, c.25, as amended authorizes the Council of a municipality to pass By-laws respecting the economic, social and environmental well-being of the municipality and the health, safety and well-being of persons;
2. The Municipal Act, S.O. 2001 c.25 Section 128 authorizes municipalities to prohibit and regulate with respect to public nuisances;
3. The Municipal Act, S.O. 2001 c.25 Section 129 authorizes the Council of every local municipality to regulate and prohibit with respect to noise;
4. The Municipal Act, S.O. 2001 c.25 Part 12 subsection 391(1) provides that a municipality may impose fees and charges on persons
5. The Municipal Act, S.O. 2001, c.25 subsection 398(2) provides that unpaid charges imposed against the owners of a property for services provided to it or the owners of it may be added to the tax roll of that property and collected in the same manner as municipal taxes;
6. The Municipal Act, S.O. 2001 paragraph 23.2 (1) (a) provides that a municipality is authorized to delegate legislative and quasi-judicial powers under the Municipal Act to an individual who is an officer, employee or agent of the municipality.
7. Council considers it appropriate to regulate and prohibit noise levels in the City of Kawartha Lakes in order to allow people to enjoy an environment free from unusual, unnecessary or excessive sound or vibration that may degrade the quality and tranquility of their lives.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2019-xx.

The short title of this bylaw shall be the “Noise By-law”

Article 1.00: Definitions and Interpretation

- 1.01 **Definitions:** Wherever a word is used in this By-law with its first letter capitalized, the term is being used as it is defined in this Section. Where

any word appears in ordinary case, its regularly applied meaning in the English language is intended.

- a. **“Agricultural Property”** means a property that is zoned for agricultural use in the zoning by-law that applies to the property;
- b. **“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;
- c. **“City”** means The Corporation of the City of Kawartha Lakes or the geographical area of the City of Kawartha Lakes;
- d. **“City Construction Project”** means a significant construction project undertaken by the City or on behalf of the City which involves or affects City highways, City property or City services and from which noise will be created that requires an exemption from the provisions of this By-law;
- e. **“Commercial Construction”** includes industrial construction and means the erection, alteration, repair, dismantling, demolition, structural maintenance, painting, moving, land clearing, earth moving, grading, excavation, blasting and detonation of explosive devices other than fireworks, the laying of pipe and conduit whether above or below ground level, street and highway building, application of concrete, equipment installation and alteration and the structural installation of construction components and materials in any form or for any purpose, with the exception of construction activities on properties used solely for residential or seasonal residential use;
- f. **“Commercial Construction Equipment”** means any equipment or device designed and intended for use in construction or material handling, including but not limited to air compressors, hand tools, power tools, pile drivers, pneumatic or hydraulic tools, bulldozers, tractors, excavators, trenchers, cranes, derricks, loaders, scrapers, pavers, generators, off-highway haulers, trucks, ditchers, compactors and rollers, pumps, concrete mixers, graders or other material handling equipment;
- g. **“Council”** means the elected municipal council for the City;
- h. **“Dwelling Unit”** means a building or part of a building consisting of at least a washroom, a room with cooking facilities, and a sleeping area meeting all appropriate municipal and other requirements to be a self-contained living quarters that provides or is capable of providing a residence for one or more persons;

- i. **“Effective muffler”** means a muffler in good working order and in constant operation to prevent excessive or unusual noise and excessive smoke, but it does not include a cut-out muffler, straight exhaust, gutted muffler, or a by-pass or similar device;
- j. **“Emergency”** means a situation or an impending situation, often dangerous, caused by the forces of nature, an accident, an intentional act or otherwise, which arises suddenly and calls for prompt action in order to protect lives or property;
- k. **“Emergency vehicle”** includes but is not limited to, a land ambulance, an air ambulance, a fire department vehicle, a police services vehicle and a motor vehicle being used to respond to an emergency;
- l. **“Manager of Municipal Law Enforcement and Licensing”** means the Manager of Municipal Law Enforcement and Licensing and or designate who has been delegated authority by Council to authorize noise exemptions;
- m. **“Farming and Food Production Protection Act, 1998”** means the provincial legislation cited as S.O. 1998, c. 1, as amended from time to time, including successor legislation;
- n. **“Kawartha Lakes”** means the geographic area under the jurisdiction of the City;
- o. **“Manager of Municipal Law Enforcement and Licensing”** 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;
- p. **“Motor vehicle”** includes an automobile, a motorcycle, a motor assisted bicycle, and any other vehicle propelled or driven otherwise than by muscular power, but does not include a street car or other motor vehicle running only upon rails, a power-assisted bicycle, a motorized snow vehicle, a traction engine, a farm tractor, a self-propelled implement of husbandry or a road-building machine within the meaning of the Highway Traffic Act as amended;
- q. **“Municipal Act, 2001”** means the provincial legislation cited as S.O. 2001, c. 25, as amended from time to time, including successor legislation;
- r. **“Municipal Law Enforcement Officer”** means a person appointed by Council under Section 15 of the Police Services Act to enforce

the by-laws of the City, and includes any Licencing Enforcement Officer.

- s. **“Municipal Service Vehicle”** means a vehicle operated by or on behalf of the City while the vehicle is being used for the construction, repair or maintenance of a highway, including the clearing and removal of snow, the construction, repair or maintenance of a utility, the collection or transportation of waste, or other municipal purposes;
- t. **“Noise”** means sound at the point of reception, that is unusual or excessive, or that is likely to be unwanted by or disturbing to persons or inhabitants;
- u. **“Officer”** means a sworn member of the Kawartha Lakes Police Service, the Ontario Provincial Police, a Municipal Enforcement Officer or any other Provincial Offences Officer appointed by Council to enforce the provisions of this or any other Bylaw;
- v. **“Person”** means any individual, directors, partnership, group or association, organization, company, corporation or cooperative which may include the registered owner of the property, any occupant of the property in question with authority to act on behalf of the registered owner, any person authorized by the registered owner to act on his or her behalf, or any lessee or occupant of the property;
- w. **“Point of Reception”** means any point on any premises other than those premises from which the sound is originating;
- x. **“Premises”** means a piece of land and any buildings and structures on it, and includes a place of business, road, and any other location or place;
- y. **“Residence”** means a room, suite of rooms, or dwelling, including a mobile trailer, operated as a housekeeping unit that is used or intended to be used as a separate domicile by one or more persons, and that normally contains cooking, eating, living, sleeping and sanitary facilities;
- z. **“Residential Construction”** means the erection, alteration, repair, dismantling, demolition, structural maintenance, painting, moving, land clearing, earth moving, grading, excavation, the laying of pipe and conduit whether above or below ground level, concreting, and the structural installation of construction components and materials in any form, and includes any associated or related work on property used solely for residential or seasonal residential use;

- aa. **“Residential Construction Equipment”** means any equipment or device designed and intended for use in residential construction or material handling, may include manual and power tools;
- bb. **“Road”** includes, but is not limited to, a public highway, private road, lane, pathway and sidewalk;
- cc. **“Sound Amplification System”** means a system of loudspeakers, amplifiers, microphones or reproducers or any combination of such equipment, including electronic devices or electro-mechanical transducers, used in the reproduction or amplification of music, speech or other sounds;
- dd. **“Special Event”** includes a demonstration, parade, sports event, festival, carnival, donation station, street dance, residential block party, sidewalk sale, outdoor mass and other similar events;
- ee. **“Utility”** includes, but is not limited to, a system that is used to provide a utility service to the public, including water, sewage, electricity, gas, communications networks and cable services;
- ff. **“Utility service vehicle”** means a vehicle operated by or on behalf of any company or agency that supplies or manages a utility with the City, while the vehicle is being used for the construction, repair or maintenance of that utility;
- gg. **“Vehicle”** includes, but is not limited to, a motor vehicle, trailer, traction engine, farm tractor, road-building machine and other vehicle propelled or driven other than by muscular power; and
- hh. **“Zoning By-law”** means a by-law passed under section 34 of the Planning Act, 1990, c.P.13.

1.02 Interpretation Rules

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

1.03 **Statutes:** Specific references to laws in this By-law are printed in italic font and are meant to refer to the current laws applicable within the Province of Ontario as at the time this By-law was enacted. For Provincial laws, the

reference is to the relevant chapter of the R.S.O. 1990 edition, as amended from time to time or current S.O. edition.

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

Article 2.00: Application

- 2.01 The general prohibitions on activities described in Schedule “A” apply to all lands within the City at all times.
- 2.02 The prohibitions on activities by time and place described in Schedule “B” apply to all lands within the City during the days and between the times specified in Schedule “B”.
- 2.03 Listed General Noise Exemptions by activity, use or location are specified in Schedule “C”.

Article 3.00: Administration

- 3.01 The Municipal Law Enforcement and Licensing Division shall be responsible for the administration of this by-law.
- 3.02 All Municipal Law Enforcement Officers, Licensing Enforcement Officers and Police Officers with authority to enforce the by-laws of the City are responsible for enforcing the provisions of this by-law.

Article 4.00: Regulations

- 4.01 No person shall, at any time, make, cause or permit the making of noise within the City that is the result of any of the activities described in Schedule “A” and that is unwanted at the point of reception to:
- a) a person in a premises other than the premises from which the noise is originating; or
 - b) a person in a residence other than the residence from which the noise is originating.
- 4.02 No person shall, during the days and between the times specified in Schedule “B”, make, cause or permit the making of noise that is the result of the activities described in Schedule “B “ and that is unwanted at the point of reception to:
- a) a person in a premises other than the premises from which the noise is originating; and

- b) a person in a residence other than the residence from which the noise is originating.

4.03 **Administrative Fee:** Where a Person or Owner has received an occurrence inspection an Administrative Fee may be charged for the inspection and the Administrative Fee as Set out in the Consolidated Fees By-law, if not paid, the fee shall be added to the tax roll of the property and shall be collected in a like manner as municipal taxes.

Article 5.00: Exemptions

- 5.01. The prohibitions described in Schedules “A” and “B” do not apply if the noise is necessary and the result of measures undertaken in an emergency for the:
 - a) immediate health, safety or welfare of the inhabitants; or
 - b) preservation of property;
- 5.02. The prohibitions described in Schedules “A” and “B” do not apply if the noise is the result of an activity that has been granted an exemption under Schedule “C” or Article 5.00.

Exemption Process

- 5.03. Events that extend over 3 days, multi- day construction activities related to residential or commercial construction and activities related to municipal infrastructure shall be directed to Council.
- 5.04. The prohibitions described in Schedules “A” and “B” do not apply if the noise is the result of an activity that has been granted a noise exemption under this by-law.
- 5.05. Any person may submit a noise exemption application to the Manager of Municipal Law Enforcement and Licensing requesting a noise exemption from any of the prohibitions described in Schedules “A” and “B” in the following ways:
 - (i) by attending the Municipal Law Enforcement and Licensing Division office
 - (ii) by submitting the application on-line
 - (iii) sending the application regular mail

- 5.06. The noise exemption application, as set in Section 5.07, are to be submitted 45 days prior to the event occurring. Applications received after 45 days may not be approved.
- 5.07. The noise exemption application form shall contain details about the event including but not limited to the following:
- (i) Type of event and event details
 - (ii) Date of the event
 - (iii) Civic address – Location
 - (iv) Duration of the event such as start and finish times,
 - (v) Contact information of at least two people associated with the event (government issued photo identification and contact phone number)
 - (vi) Owner information, if different from the applicant
 - (vii) Letter of permission from property owner or copy of facility rental agreement, if applicable
 - (viii) Description of the source of sound and reasons for the noise exemption request
 - (ix) Site plan
 - (x) Payment as per section 5.16.
- 5.08. All noise exemption requests will be circulated to the following for review and optional comment:
- (i) Kawartha Lakes Police Service - Chief of Police
 - (ii) Kawartha Lakes Ontario Provincial Police – Detachment Commander
 - (iii) Kawartha Lakes Fire Service – Fire Chief
 - (iv) City – Director of Community Services
 - (v) City – Director of Development Services
 - (vi) City – Director of Public Works
- 5.09. The requestor shall provide notice of the noise exemption request application to residents who reside within 500 metres of the location property at least 40 days prior to the event occurring. The requestor shall direct all respondents to reply directly to the Manager of Municipal Law Enforcement and Licensing, or designate.
- 5.10. The Manager of Municipal Law Enforcement and Licensing may approve the noise exemption request application, grant an alternative exemption or refuse such exemption. The group may impose any conditions that it considers appropriate.
- 5.11. The approved noise exemption will be in effect for the date and times specified.

- 5.12. Approval or denial notification of the noise exemption application will be provided to the applicant within 14 days of receipt of the exemption application.
- 5.13. Where the noise exemption application is approved with conditions, no person shall contravene the conditions as imposed in the noise exemption approval.
- 5.14. Any granted noise exemption does not exempt a person from complying with any other regulation or Municipal By-Law.
- 5.15. No person shall alter or breach the terms or conditions of the noise exemption issued by the Manager of Municipal Law Enforcement and Licensing and such alteration or breach shall immediately render the noise exemption null and void.
- 5.16. Where a Person or Owner has submitted a noise exemption application for processing, they shall be charged an Administrative Fee as described in the Consolidated Fees By-Law.

Article 6.00: Schedules

- 6.01. The following schedules are attached to and form part of this by-law:

Schedule A	General Noise Prohibitions
Schedule B	Noise Prohibitions by Time and Place
Schedule C	Exemptions from the Noise Prohibitions

Article 7.00: Offence and Penalty Provisions

- 7.01. Any person who contravenes the provisions of this by-law is guilty of an offence and, upon conviction, is subject to a fine as provided in the Provincial Offences Act, 1990, c.P.33, as amended from time to time, and to any other applicable penalties.
- 7.02. Every Person who contravenes any provision of this by-law is guilty of an offence and upon conviction is liable to a maximum fine of not more than \$100,000.00 as provided for by Section 429 of the Municipal Act, 2001, S.O. 2001, c.25, as amended.
- 7.03. If this by-law is contravened and a conviction entered, the court in which the conviction has been entered and any court of competent jurisdiction thereafter may, in addition to any other remedy and to any penalty that is imposed, make an order prohibiting the continuation or repetition of the

offence by the person convicted, pursuant to authority conferred pursuant to Section 431 of the Municipal Act, 2001, S.O. 2001, c.25.

Article 8.00: Repeal of Prior Historic By-Laws; Effective Date

8.01 **Repeal**: The following by-laws are repealed:

- (a) By-law 2005-25 being a By-Law to Regulate Noise in the City of Kawartha Lakes.

8.02 **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 xx^t day of xxxx, 2019.

Mayor

Clerk

Schedule “A” to By-law 2019-xxx

General Noise Prohibitions

1. Operation of a motor vehicle in such a way as to permit unnecessary motor vehicle noise such as the sounding of the horn, revving of the engine and the squealing of tires.
2. Operation of a vehicle in a manner that results in banging, clanking, or similar sounds because of inadequate maintenance or an improperly secured load.
3. Operation of a combustion engine or motor vehicle without an effective exhaust muffling device that is in good working order and in constant operation.
4. Operation of an engine or motor in, or on, any motor vehicle or item of attached auxiliary equipment for a continuous period exceeding five (5) minutes, while such vehicle is stationary, unless:
 - a. the vehicle is in an enclosed structure constructed so as to effectively prevent the emission of excessive noise;
 - b. the vehicle is operated as municipal or private bus transportation service and in the course of operation and containing passengers;
 - c. continuous operation of the engine or motor is essential to a basic function of the vehicle or equipment, including but not limited to the operation of ready-mixed concrete trucks, lift platforms, refuse compactors and heat exchange systems during normal operation;
 - d. weather conditions justify the use of heating or refrigeration systems powered by the motor or engine for the safety and welfare of the operator, passengers or animals, or the preservation of perishable cargo and the vehicle is stationary for the purposes of actively loading or unloading of cargo.
5. Section 4 shall not apply to occupied motor vehicles when the temperature outside the motor vehicle is greater than twenty-seven degrees (27°C) including the humidex calculation or less than five degrees Celsius (5°C) including the wind chill value as determined by the Environment Canada temperature readings.
6. Persistent barking, calling or whining or other similar persistent noise-making by animals and birds kept as household pets.
7. Selling or advertising by shouting, yelling or amplified sound.

Schedule “B” to By-law 2019-xx
Noise Prohibitions by Type and Time

Noise Type	Prohibited Times	
	Day(s) of the week	Time of day
1. Combustion engines: a. Operation of a combustion engine which is not a conveyance and which has no purpose other than amusement that is, or is used in, or is intended for use: i. A toy ii. Model iii. Replica of a larger device	<ul style="list-style-type: none"> • <u>All</u> days of the week 	<ul style="list-style-type: none"> • 9:00pm to 7:00am
2. Commercial Construction*: a. Operation of commercial construction equipment b. Erection, alteration, repair, dismantling of items related to commercial construction *All commercial construction activities in connection with commercial construction including but not limited to activities listed in Article 1:01(e).	<ul style="list-style-type: none"> • Monday – Friday 	<ul style="list-style-type: none"> • 9:00pm to 7:00am
	<ul style="list-style-type: none"> • Saturday 	<ul style="list-style-type: none"> • Between 7:00am & 5:00pm
	<ul style="list-style-type: none"> • Sundays 	<ul style="list-style-type: none"> • Prohibited
	<ul style="list-style-type: none"> • Statutory Holidays 	<ul style="list-style-type: none"> • Prohibited
3. Residential construction*: a. Operation of residential construction equipment *All residential construction activities in connection with residential construction including but not limited to activities listed in Article 1.01(z).	<ul style="list-style-type: none"> • Monday – Friday 	<ul style="list-style-type: none"> • 7:00pm to 7:00am
	<ul style="list-style-type: none"> • Saturday 	<ul style="list-style-type: none"> • Between 7:00am & 5:00pm
	<ul style="list-style-type: none"> • Sundays 	<ul style="list-style-type: none"> • Prohibited
	<ul style="list-style-type: none"> • Statutory Holidays 	<ul style="list-style-type: none"> • Prohibited
4. Yard maintenance: a. Outdoor operation of any powered or non-powered tool for domestic residential purposes other than snow removal (includes lawn mowers, leaf blowers, chain saws or other similar devices.)	<ul style="list-style-type: none"> • Monday – Friday 	<ul style="list-style-type: none"> • 8:00pm to 7:00am
	<ul style="list-style-type: none"> • Saturday & Sunday 	<ul style="list-style-type: none"> • 7:00pm to 8:00am

5. Lawful operation of a pit or quarry	<ul style="list-style-type: none"> • <u>All</u> days of the week* <p>*Subject to Provincial Regulations, Certificates of Approval, Licencing Agreement or existing Site plan Agreements and includes Saturday, Sunday or any Statutory Holiday as defined in the Interpretation Act</p>	<ul style="list-style-type: none"> • 6:00pm to 7:00am* <p>*Subject to Provincial Regulations, Certificates of Approval, Licencing Agreement or existing Site plan Agreements and includes Saturday, Sunday or any Statutory Holiday as defined in the Interpretation Act</p>
6. Lawful detonation of explosive devices including: <ul style="list-style-type: none"> a. Quarry b. Excavation c. Damming 	<ul style="list-style-type: none"> • <u>All</u> days of the week* <p>*Subject to Provincial Regulations, Certificates of Approval, Licencing Agreement or existing Site plan Agreements and includes Saturday, Sunday or any Statutory Holiday as defined in the Interpretation Act</p>	<ul style="list-style-type: none"> • 4:00pm to 8:00 am* <p>*Subject to Provincial Regulations, Certificates of Approval, Licencing Agreement or existing Site plan Agreements and includes Saturday, Sunday or any Statutory Holiday as defined in the Interpretation Act</p>
7. Loading, unloading, delivering, packing, unpacking or otherwise handling any of the following unless necessary for the maintenance of essential services or the moving of private household effects: <ul style="list-style-type: none"> a. Containers b. Goods c. Products d. Other materials or refuse 	<ul style="list-style-type: none"> • <u>All</u> days of the week 	<ul style="list-style-type: none"> • 9:00pm to 7:00am
8. Operation of a solid waste bulk lift or refuse compacting equipment	<ul style="list-style-type: none"> • <u>All</u> days of the week 	<ul style="list-style-type: none"> • 9:00pm to 7:00am
9. Venting, release or pressure relief of air, steam or other gaseous material, product or compound unless specifically required due manufacturer process and	<ul style="list-style-type: none"> • <u>All</u> days of the week 	<ul style="list-style-type: none"> • 9:00pm to 7:00am

safety standards from any: <ul style="list-style-type: none"> a. Autoclave b. Boiler c. Pressure vessel d. Pipe e. Valve f. Machine g. Device or system 		
10. Sound emitted from gas or diesel powered pumps to water grass, shrubs and plants on a private property.	<ul style="list-style-type: none"> • <u>All</u> days of the week 	<ul style="list-style-type: none"> • 7:00pm to 7:00am • (Max of 1 hrs running time during any 4 hrs period)
11. Operation of a combustion engine being used in or as a generator or inverter to provide non emergency residential hydro when no other means are available	<ul style="list-style-type: none"> • <u>All</u> days of the week 	<ul style="list-style-type: none"> • 7:00 pm to 10:00 am • (Max of 1 hrs running time during any 4 hrs period)
12. Voices, instruments, and other sounds: <ul style="list-style-type: none"> a. Operation of any device or group of connected devices intended for the production, reproduction, or amplification of voices, or sound, or singing, or the playing of musical instruments (including percussion instruments) 	<ul style="list-style-type: none"> • <u>All</u> days of the week 	<ul style="list-style-type: none"> • 11:00pm to 11:00am
13. Yelling, shouting, hooting, whistling, or other boisterous activity	<ul style="list-style-type: none"> • <u>All</u> days of the week 	<ul style="list-style-type: none"> • 9:00pm to 7:00am

Schedule “C” to By-law 2019-xx

Exemptions from the Noise Prohibitions

1. Operation of emergency vehicles
2. Operation of municipal service vehicles and related equipment.
3. Operation of utility service vehicles and related equipment.
4. Authorized displays of fireworks.
5. Midways that have been authorized by the City.
6. Races, parades, processions, and events for ceremonial, religious or traditional purposes that have been authorized by the City.
7. Operation of bells, chimes, carillons and clocks in churches and public buildings.
8. Cultural, recreational, educational and political events in parks and other public places that have been authorized by the City.
9. Neighbourhood events on municipal highways and other municipal property that have been authorized by the City.
10. Normal aviation activities at a licenced airport.
11. Sounds emitted in connection within the operation of a farm including farm animals, farm equipment or machinery while conducting normal farm practices as that terms is defined in the Farming and Food Production Protection Act, 1998 S. O. 1998, c.1 as amended from time to time, and when done within the appropriate zone.
12. Sounds emitted in connection with any commercial entities while supporting agricultural operations conducting normal farm practices at the time as those terms are defined in the Farming and Food Production Protection Act, 1998 S.O. 1998, c.1 as amended from time to time, and when done within the appropriate zone.
13. Signals operated in accordance with applicable legislation (including warning signals for railway crossings and bridges).
14. Sounds associated with construction or repair work which is required urgently in order to prevent severe damage to buildings or property.

15. Sounds emitted as a result of snow removal equipment that is essential for the normal operation of a business or residence.
16. Bobcaygeon Agricultural Society Agricultural Fair and/or Exhibition.
17. Carden Agricultural Society Agricultural Fair and/or Exhibition.
18. Fenelon Agricultural Society Agricultural Fair and/or Exhibition.
19. Lindsay Agricultural Society Agricultural Fair and/or Exhibition.
20. Mariposa Agricultural Society Agricultural Fair and/or Exhibition.
21. Sounds emitted in connection within the operation of a business dealing with the manufacturing of milk products.

The Corporation of the City of Kawartha Lakes

By-Law 2019-

A By-law to Authorize the Sale of the Road Allowances in the Geographic Township of Manvers, City of Kawartha Lakes, Legally Described as Franklin Street and Fallis Street on Plan 9 to the Abutting Owner

Recitals

1. The subject property, being two public highways, were declared to be surplus to municipal needs by City Council on August 13th, 2019 by the passing of CR2019-475, as per Report RS2019-023;
2. By-law 2019-097 stopped up and closed these two properties;
3. A description and map of the subject property can be found in Schedule "A";
4. It is desirable to authorize the sale of the subject property to the abutting owner.
5. Notice of intention of City Council to pass this by-law was given by ad notice duly published in the Kawartha Lakes This Week newspaper in the City of Kawartha Lakes on the 2nd, 9th, and 16th days of May, 2019, in accordance with the provisions of the Municipal Act, 2001 and By-law 2018-020, as amended.
6. The proposed by-law came before Council for consideration at its regular meeting on the 24th day of September, 2019 at 2:00 p.m. and at that time no person objected to the proposed by-law nor claimed that his land would be prejudicially affected.
7. The sale of this land was approved by City Council on the 13th day of August, 2019 by the passing of CR2019-475, as per Report RS2019-023.

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, which are applicable within the Province of Ontario.

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

Section 2.00: Sale of Surplus Property

2.01 Sale: That the road allowances described in Schedule “A” attached to this by-law have been declared to be surplus to municipal needs and are hereby authorized to be sold to the abutting owner for nominal consideration plus HST, if applicable, and all additional costs associated with this transaction.

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.

By-law read a first, second and third time, and finally passed, this 24th day of September, 2019.

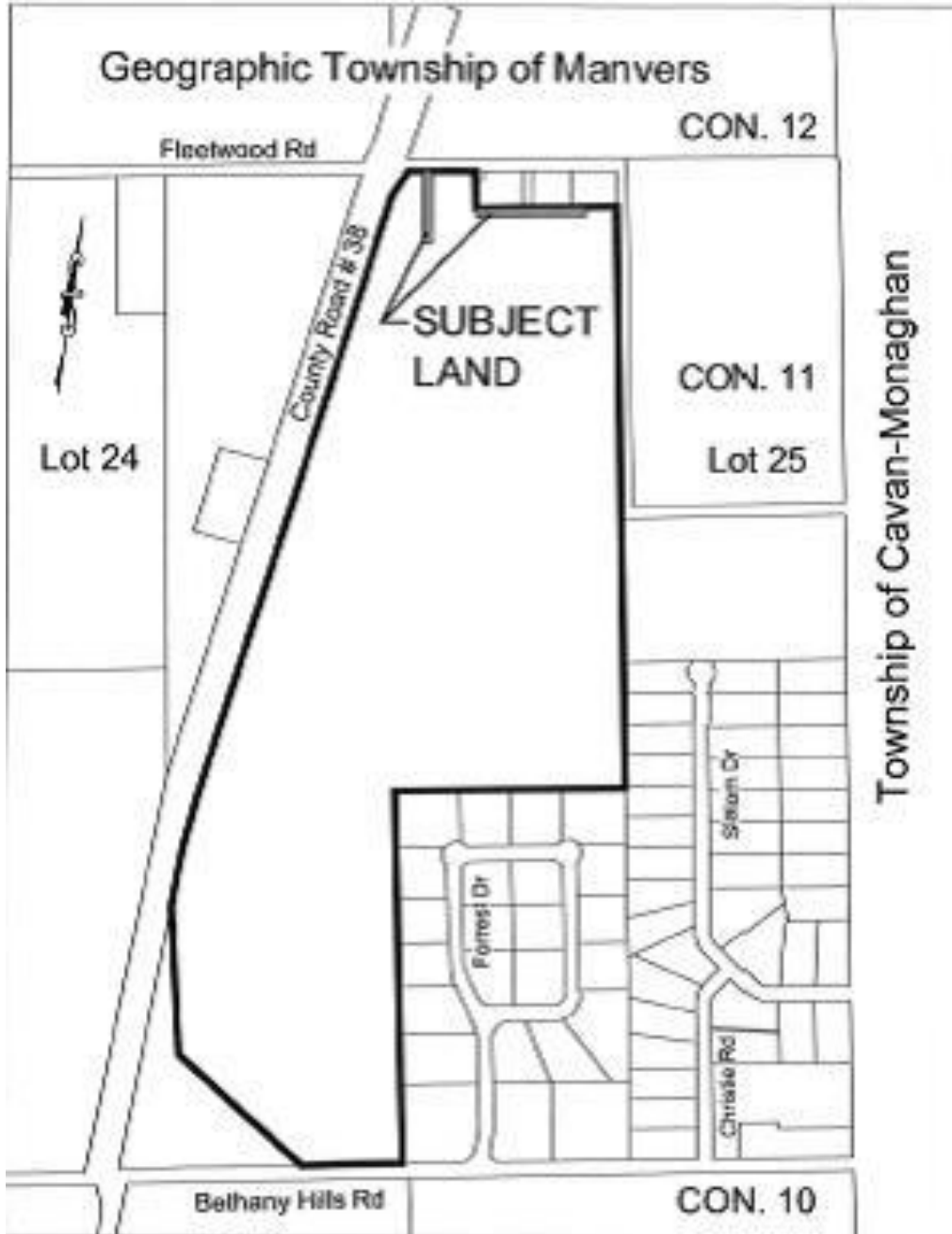
Andy Letham, Mayor

Cathie Ritchie, City Clerk

Schedule A

Description of Land to be Conveyed to the Abutting Owner

The Road Allowances in the Geographic Township of Manvers, City of Kawartha Lakes, legally described as Franklin Street and Fallis Street on Plan 9



The Corporation of the City of Kawartha Lakes

By-Law 2019-

A By-law to Authorize the Execution of an Agreement between Her Majesty in Right of the province of Ontario as represented by the Ministry of Economic Development, Job Creation and Trade for the Province of Ontario (the “Ministry”) and The Corporation of the City of Kawartha Lakes for Funding Provided by the Province of Ontario for the Small Business and Entrepreneurship Centre Program

Recitals

1. Council, by Resolution (Insert Resolution Number), approved entering into an agreement with the Minister of Economic Development, Job Creation and Trade for Small Business and Entrepreneurship Centre Core Initiatives, as well as Starter Company Plus and Summer Company Initiatives.
2. The purpose of the funding is to provide training, mentoring, and grant opportunities to eligible individuals in Ontario to start a business in their community.
2. This by-law authorizes the Agreement to be executed by the City.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 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;

“Mayor” means the Chief Executive Officer of the City.

1.02 Interpretation Rules:

(a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.

(b) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

- 1.03 **Statutes:** References to laws in this by-law are meant to refer to the statutes, as amended from time to time, that are applicable within the Province of Ontario.
- 1.04 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

Section 2.00: Approval and Authorization

- 2.01 **Approval:** The agreement attached to this By-law as Schedule A is approved.
- 2.02 **Authorization:** The Mayor and City Clerk are authorized to sign the agreement attached to this By-law as Schedule A, and to affix the corporate seal to it.

Section 3.00: Administration and Effective Date

- 3.01 **Administration of the By-law:** The Manager of Economic Development 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



Appendix A - SBEC



Appendix A -
Agreement with the CIAppendix to SBEC Agr

**ONTARIO TRANSFER PAYMENT AGREEMENT FOR SBEC PROGRAM:
SBEC Core Initiative, Starter Company Plus Initiative and Summer Company Initiative**

THE AGREEMENT is effective as of the 1st day of April, 2019

B E T W E E N :

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Economic Development, Job
Creation and Trade**

(the “Province”)

- and -

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

(the “Recipient”)

BACKGROUND

The Recipient intends to undertake the SBEC Program which is comprised of the SBEC Core Initiative, Starter Company Plus Initiative and Summer Company Initiative.

The Province has established the SBEC Program which is intended to provide important resources, training, mentoring to entrepreneurs, businesses, and Youth, as applicable, and/or Micro-Financing to individuals and Youth to start, expand, or purchase, as applicable, a small business in Ontario.

The Recipient has applied to the Province for Funds to assist the Recipient in carrying out the SBEC Program and the Province wishes to provide such Funds on the terms and conditions contained herein.

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

Schedule "A"	General Terms and Conditions
Schedule "B"	SBEC Program Specific Information
Schedule "C"	SBEC Program
Schedule "D"	Budget
Schedule "E"	Guidelines for SBEC Program
Schedule "F"	Payment Schedule
Schedule "G"	Reports
Schedule "H"	Request for Payment and Certificate
Schedule "I"	Eligible Expenditures
Schedule "J"	Summary of the <i>Travel, Meal and Hospitality Expenses Directive</i>
Schedule "K"	Communications and Confidentiality Protocol
Schedule "L"	Auditor's Certificate
Schedule "M"	<i>French Language Services Act</i> (Ontario) Checklist
Schedule "N"	Summer Company Initiative: Information Management and Privacy Provisions
Schedule "O"	Summer Company Initiative: Release and Consent Form, Assignment of Copyright and Waiver of Moral Rights Form, and any amending agreement entered into as provided for in Section 3.1, constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 COUNTERPARTS

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

3.0 AMENDING THE AGREEMENT

- 3.1 Other than as provided for under Section A4.4, the Agreement may only be amended by a written agreement duly executed by the Parties.

4.0 ACKNOWLEDGEMENT

- 4.1 The Recipient acknowledges that:
- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
 - (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);

- (c) the Funds are:
 - (i) to assist the Recipient to carry out the SBEC Program and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the SBEC Program; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the SBEC Program or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

5.0 CONFLICT OR INCONSISTENCY

5.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as
represented by the Minister of Economic Development,
Job Creation and Trade**

Date

Name: Rachel Simeon
Title: Assistant Deputy Minister, Research, Science and
Commercialization Division

Authorized Signing Officer

The Corporation of the City of Kawartha Lakes

Date

Name: Andy Letham,
Title: Mayor and Cathie Ritchie, City Clerk

I have authority to bind the Recipient.

**SCHEDULE “A”
GENERAL TERMS AND CONDITIONS**

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

A1.2 Definitions. In the Agreement, the following terms will have the following meanings:

“Agreement” means this agreement entered into between the Province and the Recipient, all of the Schedules listed in Section 1.1, and any amending agreement entered into pursuant to Section 3.1.

“Approved Participant” means an individual who is a participant in the SBEC Program either as a Starter Company Plus Initiative Approved Participant or a Summer Company Initiative Approved Participant.

“Budget” means the budget attached to the Agreement as Schedule “D”.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“Client” means an entrepreneur or small business deemed eligible and suitable by the Recipient and seeks the services of the Recipient under the SBEC Core Initiative.

“Effective Date” means the date set out at the top of the Agreement.

“Eligible Expenditures” means those expenditures, exclusive of HST, which are directly attributable to the SBEC Program as more particularly described in Schedule “I” that are incurred and paid by the Recipient during the term of the Agreement.

“Event of Default” has the meaning ascribed to it in Section A13.1.

“Expiry Date” means the expiry date set out in Schedule “B”.

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

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

“Guidelines” means the guidelines for one or more of the Initiatives as applicable set out in Schedule “E”.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

“Initiative” means any of the SBEC Core Initiative, the Starter Company Plus Initiative or the Summer Company Initiative.

“Initiatives” means two or more of the SBEC Core Initiative, the Starter Company Plus Initiative or the Summer Company Initiative.

“Learning Plan” means the Starter Company Plus Initiative Approved Participant’s individual learning plan as prepared and managed by the Recipient under the Starter Company Plus Initiative, which such Approved Participant agrees to undertake as a condition of his or her participation in the SBEC Program, as more particularly set out in Section A4.3 and Schedule “C”.

“Maximum Funds” means the maximum amount of Funds set out in Schedule “B” that the Province will provide to the Recipient under the Agreement.

“Micro-Financing” means micro-financing of up to \$5000 under the Starter Company Plus Initiative or up to \$3000 under the Summer Company Initiative as more particularly set out in Schedule “C”.

“Micro-Financing Agreement” means the Micro-Financing agreement as prepared by the Recipient and entered into between the Recipient and those Approved Participants that the Recipient has approved for Micro-Financing, as a condition of approval thereof, the foregoing subject to and in accordance with the terms and conditions of this Agreement including Section A4.3 and Schedule “C”.

“Micro-Financing Committee” means the committee set up by the Recipient to review and approve Micro-Financing as more particularly described in Schedule “C”.

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

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to Section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with Section A13.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Reports” means the reports set out in Schedule “G”.

“Salaries and MERCs” means the actual salaries or wages paid to employees, excluding bonuses, together with mandatory employment-related costs, incurred by the Recipient during the term of this Agreement. For greater certainty, mandatory employment-related costs may only include mandatory minimum vacation pay, employer’s contributions to employment insurance and the Canada Pension Plan, employer health tax, and Workplace Safety and Insurance Board Premiums.

“SBEC Core Initiative” means the undertaking set out in Schedule “C”

“SBEC Core Initiative Guidelines” means the SBEC Core Initiative guidelines set out in Schedule “B”.

“SBEC Program” means the undertaking set out in Schedule “C”.

“Starter Company Plus Initiative” means the undertaking set out in Schedule “C”.

“Starter Company Plus Initiative Approved Participant” means an individual applicant who is eligible and approved by the Recipient to participate in the Starter Company Plus Initiative, which approval is conditional upon the timely completion by each such Approved Participant of their individual Learning Plan, and for those Approved Participants the Recipient approves for Micro-Financing of up to \$5000 in Funds, conditional upon the prior execution of a Starter Company Plus Initiative Micro-Financing Agreement between such Approved Participant and the Recipient, all of the foregoing subject to and in accordance with the terms and conditions of this Agreement including Section A4.3, Schedule “C” and Schedule “E” as applicable.

“Starter Company Plus Initiative Guidelines” means the Starter Company Plus Initiative guidelines set out in Schedule “E”.

“Starter Company Plus Initiative Micro-Financing Agreement” means the Starter Company Plus Initiative Micro-Financing Agreement as prepared by the Recipient and entered into between the Recipient and those Approved Participants that the Recipient approves for Micro-Financing of up to \$5000 in Funds under the SBEC Program, as a condition of approval thereof, all of the foregoing subject to and in accordance with the

terms and conditions of this Agreement including Section A4.3 and Schedule “C”.

“Summer Company Initiative” means the undertaking set out in Schedule “C”.

“Summer Company Initiative Approved Participant” means a Youth applicant who is eligible and approved by the Recipient to participate in the Summer Company Initiative including approval for Micro-Financing of up to \$3000 in Funds, conditional upon the prior execution of a Summer Company Initiative Micro-Financing Agreement between such Approved Participant and the Recipient, all of the foregoing subject to and in accordance with the terms and conditions of this Agreement including Section A4.3, Schedule “C” and Schedule “E”.

“Summer Company Initiative Guidelines” means the Summer Company Initiative guidelines set out in Schedule “E”.

“Summer Company Initiative Micro-Financing Agreement” means the Micro-Financing Agreement as prepared by the Recipient and entered into between the Recipient and those Approved Participants that the Recipient approves for Micro-Financing of up to \$3000 in Funds under the Summer Company Initiative, as a condition of approval thereof, all of the foregoing subject to and in accordance with the terms and conditions of this Agreement including Section A4.3 and Schedule “C”.

“Youth” means an individual between the ages of 15-29, who is a student and a resident of Ontario and a Canadian citizen or permanent resident.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the SBEC Program;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the SBEC Program, the Funds, or both;
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for Funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete;
- (e) it shall carry out the SBEC Program in compliance with all Guidelines;
- (f) the Recipient shall provide all services to the public under the SBEC Program

in accordance with the *French Language Services Act* (Ontario), by taking appropriate measures in that regard, including among other things, providing signs, notices and other information on such services and communicating with the public to make it known to members of the public that such services are available in French at the choice of a member of the public. In this regard, subject to the Province's satisfaction, the Recipient shall, among other things that the Province may require from time to time, ensure that:

- (i) any person may communicate with the Recipient in both French and English;
 - (ii) any person may receive the services under the SBEC Program in both French and English;
 - (iii) the portions of the Recipient's website relating to the SBEC Program are available in French;
 - (iv) all public documents relating to the SBEC Program are available in French;
 - (v) bilingual (English/French) signs are posted as needed;
 - (vi) it has developed a protocol for providing francophone clients with services in French; and
 - (vii) it shall submit a written report in a form and content satisfactory to the Province regarding its provision of French language services and how it is meeting the requirements of this Section A2.1(f).
- (g) It shall comply with the terms and requirements of Schedule "K" - Communications and Confidentiality Protocol; and
- (h) It shall comply with the terms and requirements of Schedule "N" - Summer Company Initiative: Information Management and Privacy Provisions.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, including if the Recipient is a municipality, passing a municipal by-law authorizing the Recipient to enter into the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;

- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the SBEC Program successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the SBEC Program and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

A4.0 FUNDS AND CARRYING OUT THE SBEC PROGRAM

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the SBEC Program;
- (b) provide the Funds to the Recipient in accordance with the payment schedule set out in Schedule "F"; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite Section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the

Recipient provides the certificates of insurance or other proof as the Province may request pursuant to Section A10.2;

- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the SBEC Program;
- (c) any disbursement of Funds to the Recipient shall be subject to the Recipient's guidelines on travel, meal and hospitality expenses provided that such guidelines are no less stringent than the guidelines set out in Schedule "J" hereto;
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to Section A7.1;
- (e) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the SBEC Program; or
 - (ii) terminate the Agreement pursuant to Section A12.1;
- (f) If the Recipient is a municipality, the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient's council has authorized the execution of this Agreement by the Recipient by municipal by-law.

A4.3 Use of Funds and Carry Out the SBEC Program. The Recipient will do all of the following:

- (a) carry out the SBEC Program in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the SBEC Program;
- (c) spend the Funds only on account of Eligible Expenditures and in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario;
- (e) approve individual applicants in accordance with SBEC Program intake processes and eligibility and suitability requirements set out in Schedule "C";
- (f) develop and manage individual Learning Plans for each Starter Company Plus Initiative Approved Participant;

- (g) undertake post-SBEC Program reporting with all Approved Participants to obtain progress reporting information from Approved Participants such as business expansion and job creation for three consecutive Funding Years following the Expiry Date;
- (h) subject to and in accordance with Section A4.3(i) and (j), the Recipient shall prepare and enter into a Micro-Financing Agreement with each Approved Participant that the Recipient approves for Micro-Financing up to \$5000 in Funds for the Starter Company Plus Initiative or up to \$3000 in Funds for the Summer Company Initiative, as a condition of approval thereof;
- (i) ensure the following terms and conditions, as applicable, are included in the Starter Company Plus Initiative Micro-Financing Agreement and the Summer Company Initiative Micro-Financing Agreement:
 - (i) Audit Rights for the Crown. The parties agree that audit rights under the Micro-Financing Agreement shall inure to the benefit of the Province, any authorized representative or any independent auditor identified by the Province, at the Province's expense, which audit rights (including the right of inspection and review of the Approved Participant's progress of its project under the SBEC Program and any allocation and expenditure of Funds and to perform a full or partial audit of the Approved Participant) shall continue in full force and effect for a period of seven years from the date of expiry or termination of the [Starter Company Plus Initiative Micro-Financing Agreement or Summer Company Initiative Micro-Financing Agreement, as applicable];
 - (ii) Post-SBEC Program Reporting. The Approved Participant shall, if requested by the Recipient or the Province, provide progress reporting information such as the Approved Participant's business expansion and job creation for three consecutive Funding Years following the expiry date or termination of the [Starter Company Plus Initiative Micro-Financing Agreement or Summer Company Initiative Micro-Financing Agreement, as applicable];
- (j) ensure the following term and condition is included in the Starter Company Plus Initiative Micro-Financing Agreement:
 - (i) Learning Plan. The Approved Participant agrees to undertake the Learning Plan as a condition of their participation in the Starter Company Plus Initiative, attached thereto as a schedule to the Starter Company Plus Initiative Micro-Financing Agreement; and
- (k) ensure that all third party mentors and consultants engaging with Clients or Approved Participants in the SBEC Program are bound by appropriate confidentiality, non-compete, and conflict of interest provisions in agreements with the Recipient and Client or Approved Participants, as applicable.

A4.4 Despite Section 3.1. Despite Section 3.1, the Recipient may, on occasion, in the Budget, reallocate only within the same Funding Year:

- (a) Under the expenses category heading 'SBEC Program Delivery (A)', any amount of underspending in any line item thereunder, can be moved to either the 'Starter Company Plus Initiative (C)' or the 'Summer Company Initiative (D)' line items under the category heading 'Micro-Financing for Approved Participants';
- (b) Any amount of underspending in 'Summer Company Initiative (D)' can be moved to 'Starter Company Plus Initiative (C)'; and
- (c) An amount equalling up to 10% or \$500, whichever is greater, of any expenses line item to another expenses line item, provided that at all times the following conditions are met:
 - (i) Administration: the line item 'SBEC Program Administration' under the category heading 'Administration (B)' shall not exceed 10% of the overall Budget; and
 - (ii) Micro-Financing: other than as provided for above in Section A4.4(b), the amount allocated for Micro-Financing for the Starter Company Plus Initiative and for the Summer Company Initiative shall not be reduced.

A4.5 Interest Bearing Account. If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.6 Interest. If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.7 Rebates, Credits, and Refunds. The Ministry will calculate Funds based on Eligible Expenditures, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 Acquisition. If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount set out in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 **No Conflict of Interest.** The Recipient will carry out the SBEC Program and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the SBEC Program, the use of the Funds, or both.

A6.3 **Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in Section A17.1, all Reports in accordance with the timelines and content requirements set out in Schedule "G", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in Section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

A7.2 **Record Maintenance.** The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the SBEC Program in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the SBEC Program.

A7.3 Inspection. The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the SBEC Program and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in Section A7.2;
- (b) remove any copies made pursuant to Section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the SBEC Program, or both.

A7.4 Disclosure. To assist in respect of the rights provided for in Section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 No Control of Records. No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 Auditor General. The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to Section 9.1 or 9.2 of the *Auditor General Act* (Ontario), as applicable.

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledge Support. Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the SBEC Program; and
- (b) ensure that the acknowledgement referred to in Section A8.1(a) is in a form and manner as directed by the Province.

A8.2 Publication. The Recipient will indicate, in any of its SBEC Program-related publications, whether written, oral, or visual, that the views expressed in the

publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 Indemnification. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the SBEC Program or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 Recipient's Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the SBEC Program would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in Section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in Section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A11.0 TERMINATION ON NOTICE

A11.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A11.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to Section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the SBEC Program, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to Section A11.2(b); and
 - (ii) subject to Section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 TERMINATION WHERE NO APPROPRIATION

A12.1 **Termination Where No Appropriation.** If, as provided for in Section A4.2(e), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A12.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to Section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the SBEC Program and permit the Recipient to offset such costs against the amount owing pursuant to Section A12.2(b).

A12.3 **No Additional Funds.** If, pursuant to Section A12.2(c), the Province determines that the costs to wind down the SBEC Program exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the SBEC Program;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with Section A7.1, Reports or such other reports as may have been requested pursuant to Section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

A13.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the SBEC Program;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and

- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A13.3 Opportunity to Remedy. If, in accordance with Section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

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

A13.4 Recipient not Remediating. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to Section A13.2(b), and:

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

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in Sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 When Termination Effective. Termination under Article will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Section A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A15.0 FUNDS UPON EXPIRY

A15.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A16.0 DEBT DUE AND PAYMENT

A16.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A16.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province set out in Schedule "B".

A16.5 **Fails to Pay.** Without limiting the application of Section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A17.0 NOTICE

A17.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, or personal delivery and will be addressed to the Province and the Recipient respectively set out in Schedule "B", or as either Party later designates to the other by Notice.

A17.2 **Notice Given.** Notice will be deemed to have been received:

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

A17.3 **Postal Disruption.** Despite Section A17.2(a), in the event of a postal disruption:

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

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A19.0 SEVERABILITY OF PROVISIONS

A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A20.0 WAIVER

A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to Section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A23.0 GOVERNING LAW

A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province

of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A24.0 FURTHER ASSURANCES

A24.1 Agreement into Effect. The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 Joint and Several Liability. Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A28.0 SURVIVAL

A28.1 **Survival.** The following Articles and Sections, and all applicable cross-referenced Sections and Schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 5.0, Article A1.0 and any other applicable definitions, Section A2.1(a), Section A2.2, Sections A4.2(e), A4.5, A4.6, A.4.7 Section A5.2, Section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), Sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, Section A11.2, Sections A12.2, A12.3, Sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, Section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE “B”
SBEC PROGRAM SPECIFIC INFORMATION

Maximum Funds	\$609,303
Expiry Date	June 30, 2022
Amount for the purposes of Section A5.2 (Disposal) of Schedule “A”	\$ 2,000
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	<p>Position: Lyn Doering, Manager, Contract Management and Relationship</p> <p>Address: Ministry of Economic Development, Job Creation and Trade Commercialization and Scale-up Networks Branch Relationship and Contract Management Unit</p> <p>2 Queen East, 3rd floor Toronto, Ontario M5C 3G7</p> <p>Email: lyn.doering@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Position: Diane Steven, Manager Kawartha Lakes Small Business & Entrepreneurship Centre</p> <p>Address: 180 Kent St W Lindsay, Ontario K9V 2Y6</p> <p>Email: dsteven@city.kawarthalakes.on.ca</p>
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	<p>Position: Carolyn Daynes, Treasurer</p> <p>Address: 180 Kent St W 26 Francis St., Lindsay ON K9V 5R8</p> <p>Email: cdaynes@kawarthalakes.ca</p>

SCHEDULE “C”

SBEC PROGRAM

A. SBEC PROGRAM DESCRIPTION

The Recipient will undertake the delivery of the SBEC Program including three main Initiatives:

1. SBEC Core Initiative,
2. Starter Company Plus Initiative, and
3. Summer Company Initiative,

which are intended to provide important resources, training, mentoring to entrepreneurs, businesses, and Youth, as applicable, and/or Micro–Financing to individuals and Youth to start, expand, or purchase, as applicable, a small business in Ontario.

SBEC PROGRAM	OBJECTIVES
1. SBEC Core Initiative	<ul style="list-style-type: none">• Provide business advisory supports and skills development to Ontario’s entrepreneurs and small businesses to improve the success rate and longevity of small businesses and build growth and prosperity in local communities.• Services are focused on Clients starting a business or expanding an existing business which are typically less than five (5) years in operation and have under ten (10) employees.
2. Starter Company Plus Initiative	<ul style="list-style-type: none">• Provide training, mentoring and Micro-Financing opportunities for Approved Participants to start, expand or buy a small business.• Address local and/or regional economic development needs, and where appropriate focus on special industries and sectors.
3. Summer Company Initiative	<ul style="list-style-type: none">• Provide training, mentoring and Micro-Financing of up to \$3,000 to Youth who wish to start a full-time business over the summer.• Inspire more Youth to choose entrepreneurship as a career option and equip them with tools to succeed.

B. SBEC PROGRAM COMPONENTS

The Recipient shall deliver all the SBEC Program components below for the Initiatives.

SBEC PROGRAM	COMPONENTS
1. SBEC Core Initiative	<p>Initial Assessment/Inquiries</p> <p>The Recipient shall:</p> <ul style="list-style-type: none">• Respond to inquiries related to entrepreneurship and small business, and Recipient service offerings (initiatives, programs and services available).• Direct Clients to appropriate Recipient services or refer to other entrepreneurship stakeholder services. <p>Business Advisory/Coaching</p> <p>The Recipient shall work with Clients to provide personalized options, information and advisory support to address their business needs. The Recipient shall offer:</p> <ul style="list-style-type: none">• Initial one-on-one consultation, on a no fee basis to each Client.• Any additional consultation (advanced/in-depth) may be offered to the Client. Fees, if any, and the amount (cost-recovery or otherwise) are to be determined by the Recipient. The consultation can take place at the Recipient location or offsite.• Mentorship and/or coaching services to Clients. Services may be delivered on a non-fee or fee basis.• Referrals for third party “professional” consultations (i.e. accountants, real estate). <p>Business Skill Development</p> <p>The Recipient shall assist Clients in starting, maintaining or expanding their small business through short term workshops, events or activities.</p> <p>The Recipient shall:</p> <ul style="list-style-type: none">• Conduct and/or facilitate seminars and workshops that focus on entrepreneurship, small business and business development. Other than the initial consultation which shall

	<p>be complementary, fees, if any, are to be determined by the Recipient.</p> <ul style="list-style-type: none"> • Host and/or organize networking activities or events. These activities or events can be targeted to serve specific demographics (i.e.-Women, Indigenous and Youth entrepreneurs), to be determined by the Recipient. <p>Resources</p> <p>To raise the profile and promote small businesses in Ontario, the Recipient shall offer the following resources to assist businesses to proposer and expand:</p> <ul style="list-style-type: none"> • Conduct outreach services to the community to promote the services of the Recipient and develop partnerships within the community. • Provide computer stations (with internet) and business resources for Clients.
2. Starter Company Plus Initiative	<p>The Recipient shall deliver all four components at their sites:</p> <ol style="list-style-type: none"> 1. Approved Participant Intake 2. Training and Skills Development 3. Mentorship 4. Micro-Financing (Funds contributed by the Province up to \$5,000) <p>The Recipient shall ensure that all Approved Participants who are eligible and approved by the Recipient undertake the first three components. The fourth component is not required. The availability of the Micro-Financing component for an Approved Participant shall be determined by the Recipient.</p> <p>The Recipient shall determine an individual's eligibility and suitability for Starter Company Plus Initiative as well as their general business needs.</p> <p>The Recipient shall:</p> <ul style="list-style-type: none"> • Assess individuals based on eligibility requirements outlined in the Guidelines and the local suitability criteria developed by the Recipient.

- If the individual is eligible and suitable, and the individual wishes to proceed with the Initiative, the Recipient accepts the individual as an Approved Participant.
- If the individual is not eligible or not suitable for Starter Company Plus Initiative, the Recipient shall direct the individual to other entrepreneurship initiatives, programs and services.
- Have a decision model in place that provides rationale for approval to participate in the Starter Company Plus Initiative.
- Work with the Approved Participant to develop a customized Learning Plan outlining required training and mentorship based on the Approved Participant's business needs and goals.

Training and Skills Development

The objective of the Training and Skills Development component is to help Approved Participants start, expand or purchase a business by providing short term workshops or activities. This can include seminars, workshops, networking events and experiential learning. Activities can be completed in a classroom, one-on-one, or in a group setting.

The Recipient shall:

- Develop content and a suitable delivery method of training and skills development for each Approved Participant. The Recipient will organize, schedule and sequence the workshops to meet Approved Participants' needs in a way that is suitable for their organization.
- Provide short-term training and skills development opportunities to enhance business knowledge and skills to support Approved Participants in starting, expanding or purchasing a business.
- Monitor when an Approved Participant has finished the identified training on their Learning Plan.

Mentoring

The Recipient must match each Approved Participant with a designated mentor and/or a group of mentors. Mentorship activities provides the Approved Participant with a trusted confidante that can provide business expertise and share business experience. Activities can include, but are not limited to, identifying challenges,

working on problem solving strategies, developing networking skills, expanding contact networks and providing overall guidance.

The Recipient shall:

- Match each Approved Participant with a mentor who will provide support, entrepreneur advice and expertise for a minimum of three months.
- Recruit, train and coordinate a mentorship network to meet the needs of the Initiative.
- Monitor the Approved Participant-mentor match and record when the component has been completed.

Approved Participants can participate in the training and skills development and mentorship component concurrently.

Micro-Financing

Each Approved Participant that the Recipient approves for Micro-Financing shall receive up to \$5000 in Funds by the Province. The Recipient may find funding locally to match or increase the Micro-Financing amount. The Micro-Financing is administered and distributed by each Recipient. Such Approved Participants must also match the Micro-Financing amount by 25% (may include in kind contributions). The matching contribution may be waived by the Recipient under exceptional circumstances only.

The Recipient shall:

- Establish a Micro-Finance Committee.
- Develop all required procedures and criteria governing Micro-Financing administration.
- Prepare, negotiate and enter into Micro-Financing Agreements with Approved Participants prior to disbursement of Funds. The Micro-Financing Agreement shall outline the terms and the conditions of Micro-Financing including eligible expenditures, milestones and grounds for repayment in addition to the requirements set out in Schedule "A" Section A4.3 (h), (i) and (j).
- Distribute Micro-Financing to all Approved Participants.
- Where Approved Participants fail to comply with Starter Company Plus Initiative requirements or any requirements under the Micro-Financing Agreement, the Recipient shall make all necessary efforts to recoup all or part of the Funds on behalf of the Province.

<p>3. Summer Company Initiative</p>	<p>Intake- Application Process</p> <p>Youth interested in participating in the Summer Company Initiative are required to complete an online eligibility checklist, and if the individual is deemed eligible, may then submit an online application request to the Recipient. The Recipient will then contact the Youth and ask him or her to submit an online application, which includes a business plan and a description of the eligible business and cash flow. Those applicants will then be interviewed by the Recipient and informed if they have been accepted as Approved Participants.</p> <p>The Recipient shall:</p> <ul style="list-style-type: none"> • Promote and market the Initiative to targeted groups. • Review application inquiries to determine if potential applicants meet Initiative eligibility. • Distribute Summer Company Initiative applications to Youth applicants. • Assist Youth in completing Summer Company Initiative applications. • Review submitted Summer Company Initiative applications for completeness and assess if Summer Company Initiative requirements and Guidelines have been met. • Interview Youth applicants and select Approved Participants. • Ensure the Approved Participant has met all the requirements to participate. A list of requirements is outlined in the Summer Company Initiative Guidelines. • Enter into Summer Company Initiative Micro-Financing Agreement with the Approved Participant. • Meet Approved Participant targets as identified by the Province. <p>Business Training and Coaching</p> <p>The Recipient shall provide short term workshops or activities designed to help Approved Participants with the skills and tools to succeed in entrepreneurship. The training can focus, but not limited to marketing and sales, HST, record/book keeping, time management, customer service, insurance and risk management.</p> <p>The Recipient shall:</p> <ul style="list-style-type: none"> • Recruit and coordinate business mentors. Mentors must have a valid criminal background check issued by the police within the last six months and have an understanding of the objectives, business planning and operations of the Summer Company Initiative, and must maintain confidentiality of all information
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	<p>amongst other obligations set out further under Schedule “A”, Section A4.3 (k).</p> <ul style="list-style-type: none"> • Assign the Approved Participant to a mentor or mentor group. • Provide a minimum of 12 hours of business training and guidance per Approved Participant. • Conduct one on-site visit at the project location for the Approved Participant for ongoing support and guidance. • Monitor Approved Participant progress to ensure compliance with the business plan and cash flow forecasts. • Conduct exit interviews with the Approved Participants to ensure all Summer Company Initiative requirements have been met. <p>Micro Financing</p> <p>Approved Participants are eligible to receive up to \$3000 in Micro-Financing to support start-up costs and completion of their project under the Summer Company Initiative. Micro-Financing is issued by the Recipient in two installments.</p> <p>The Recipient shall:</p> <ul style="list-style-type: none"> • Establish a Micro-Finance Committee. • Develop all required procedures and criteria governing Micro-Financing administration. • Prepare, negotiate and enter into Micro-Financing Agreements with Approved Participants prior to disbursement of Funds which will be paid out in two instalments. The Micro-Financing Agreement shall outline the terms and the conditions of Micro-Financing including eligible expenditures, milestones and grounds for repayment in addition to the requirements set out in Schedule “A”, Section A4.3 (h), (i) and (j). • Distribute the first instalment after execution of the Micro-Financing Agreement. • Distribute the second instalment once the Approved Participant has completed all requirements of his or her project under the Initiative and Micro-Financing Agreement. • Where an Approved Participant fails to comply with Summer Company Initiative requirements or any requirements under the Micro-Financing Agreement, the Recipient shall make all necessary efforts to recoup all or part of the Funds on behalf of the Province.
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	<p>SCREEN Reporting</p> <p>The Recipient is required to:</p> <ul style="list-style-type: none"> • Administer and approve applications through the Summer Company Initiative Registration, Eligibility and Evaluation Network web-based system (“SCREEN”). • Report identified performance measures through the SCREEN input report. • Collect and submit success stories. • Distribute a survey to Approved Participants in a format and in accordance with the timelines to be provided by the Province.
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C. MICRO-FINANCING

The Recipient shall establish a Micro-Financing Committee to review and approve Micro-Financing for any Approved Participants under the Starter Company Plus Initiative and the Summer Company Initiative, as applicable. The scope and parameters of the Micro-Financing Committee are to be determined by the Recipient. Micro-Financing shall support:

STARTER COMPANY PLUS INITIATIVE	SUMMER COMPANY INITIATIVE
<ul style="list-style-type: none"> • Business start-up, expansion or purchasing a business in Ontario, provided that the Approved Participant raises at least 25% of funding for their business (which may include in-kind contributions). Under exceptional circumstances, the Recipient may waive the 25% Approved Participant funding contribution requirement. • The total Micro-Financing from the Province shall not exceed \$5,000 in Funds per Approved Participant for their business. • The Recipient may find funding locally to match or increase the Micro-Financing amount. 	<ul style="list-style-type: none"> • Business start-up or expansion costs of the Approved Participants. • The total Micro-Financing from the Province shall not exceed \$3,000 in Funds per Approved Participant for the purposes of business start-up or expansion in Ontario. • Micro-Financing must be disbursed in two instalments: <ul style="list-style-type: none"> ○ an initial disbursement of up to \$1,500 for start-up expenses; and ○ final disbursement of up to \$1,500 for successful completion of the Approved Participant's project under the Initiative and Micro-Financing Agreement.

Prior to disbursing any Micro-Financing, the Recipient must prepare and enter into a Starter Company Plus Initiative Micro-Financing Agreement or a Summer Company Initiative Micro-Financing Agreement, as applicable, with each Approved Participant in accordance with Schedule “A”, Section A4.3 (h), (i) and (j).

The Recipient shall ensure that the review and approval for Micro-Financing process is fair, transparent and accountable. Without limiting the generality of the previous sentence, the Recipient shall ensure that each payment to an Approved Participant is tied to appropriate milestones and that payment is only made if satisfactory evidence of progress against the milestone is provided to the Recipient.

The Recipient is responsible for creating procedures and criteria governing the operations of the Micro-Financing administration role including, recruitment, conflict of interest, decision frameworks and documentation, funding, legal and taxation.

Micro-Financing Agreement

The Micro-Financing Agreement shall outline the terms and the conditions of the Micro-Financing including eligible expenditures, milestones and grounds for repayment in addition to the requirements set out in Schedule “A”, Section A4.3 (h), (i) and (j).

Micro-Financing Administration

Micro-Financing is managed by the Recipient. This includes all financial administration, banking, and issuing of T4As.

D. INDIVIDUAL ELIGIBILITY AND SUITABILITY

SBEC PROGRAM	INDIVIDUAL ELIGIBILITY AND SUITABILITY
1. SBEC Core Initiative	<p>SBEC Core Initiative is an entrepreneurship service providing supports to entrepreneurs and small businesses within a municipality.</p> <p>The service supports typically focus on, but not limited to entrepreneurs and small businesses:</p> <ul style="list-style-type: none"> • Less than five (5) years in operation; and • Have under ten (10) employees.
2. Starter Company Plus Initiative	<p><u>Eligibility</u></p> <p>Individuals applying for the Initiative must satisfy the following eligibility requirements:</p> <ul style="list-style-type: none"> • 18 years of age or older at the time of registration; • proposing starting a new company, expanding an existing company or buying a business in Ontario; • not attending school full time nor returning to school; • resident of Ontario; • Canadian citizen or permanent resident;

	<ul style="list-style-type: none"> • not enrolled in other provincial employment or self-employment related initiatives and programs that include or do not include financial assistance; and • not currently enrolled concurrently in any self-employment or entrepreneurship training/financing initiatives and programs offered by government funded organizations. <p><u>Suitability</u> While the Starter Company Plus Initiative is open to all eligible individuals, it is a training and mentoring initiative geared towards assisting those in need of business knowledge and support.</p> <p>Approval into the Starter Company Plus Initiative is competitive and eligible applicants may not all be accepted. As the Initiative aims to address local and/or regional economic development needs, the Recipient may prioritize participation based on specific industries and sectors.</p>
3. Summer Company Initiative	<p><u>Eligibility</u> Individuals applying for the Initiative must satisfy the following eligibility requirements:</p> <ul style="list-style-type: none"> • a student between 15 and 29 years old as of April 30 of each Funding Year (a parent or guardian must sign the application for applicants under 18); • starting a new eligible business (see Section “E” below); • attending school and returning to school in the fall (this includes full-time, part-time, homeschooling, e-learning, distance learning, apprenticeships, trade schools, etc.); • a resident of Ontario; • a Canadian citizen or a permanent resident; • not working at another job or attending school for more than 12 hours per week during the term of the project under the Initiative; • self-employed as defined by the Canada Revenue Agency; • able to work over the summer period: <ul style="list-style-type: none"> ○ a minimum of 280 hours if a high school student ○ a minimum of 420 hours if a post-secondary student • has not received funding from the Summer Company Initiative in the past. <p>Under exceptional circumstances, exceptions may be granted by the Recipient.</p>

E. ELIGIBILITY CRITERIA FOR A NEW BUSINESS UNDER THE SUMMER COMPANY INITIATIVE

SBEC PROGRAM INITIATIVE	BUSINESS ELIGIBILITY
Summer Company Initiative	<p><u>Eligible Youth must create a new business that meets the following criteria:</u></p> <ul style="list-style-type: none"> • A sole proprietorship or a corporation where the applicant will be the majority shareholder; • An independent business venture; • A new business, not previously registered or operated on an on-going basis; • Operates at arm's length from family business ventures; • Operates in Ontario; • Operates full-time as defined in the business plan; and • Follows government rules and regulations for operating a business. <p><u>Businesses that are not eligible:</u></p> <ul style="list-style-type: none"> • partnerships/co-operatives; • franchises; • distributorships; • incorporated businesses that are controlled directly or indirectly by a person who would not be an eligible Youth under the Summer Company Initiative; • business ventures that are subsidiaries or divisions of an existing business; • business ventures that are continuations of existing commercial endeavours; • commissioned sales; • multi-level marketing ventures; • single events such as a theatrical production, a DJ gig, a music concert, a dance/party event, a fundraiser, a sporting tournament, etc.; • businesses that are strictly pay per click; or • 1-900 businesses.

F. MICRO-FINANCING ENROLMENT ALLOCATION AND TIMELINES

1) Starter Company Plus Initiative

	PERIOD	MICRO-FINANCING ALLOCATION	MICRO-FINANCING
Starter Company Plus Initiative	From April 1st to March 31st of each Funding Year or on a date specified by the Province	Min. 11 Approved Participants	\$55,000

2) Summer Company Initiative Allocation

	PERIOD	MICRO-FINANCING ALLOCATION	MICRO-FINANCING
Summer Company Initiative	From January 1 to June 30 of each Funding Year or on a date specified by the Province	Max. 6 Approved Participants	\$18,000

Funds allocated to Micro-Financing must be spent on Micro-Financing for Summer Company Initiative Approved Participants and Starter Company Plus Initiative Approved Participants.

In accordance with Schedule "A", Section A4.4, certain relocations of Funds in the Budget are permitted.

Any unspent Funds including Micro-Financing per Funding Year must be returned to the Province.

G. PERFORMANCE METRICS

The Recipient is responsible for reporting on activities and outcomes of the SBEC Program through the collection and reporting of key performance measures identified by the Province. Definitions for the performance metrics listed below can be found on the Enterprise Centre Report web portal (<https://www.ontariocanada.com/ecr>).

1. SBEC Core Initiative	<ul style="list-style-type: none">• Businesses Started• Businesses Purchased• Businesses Expanded• Jobs Created• Inquires• New Client Consultations (Starting a Business)• New Client Consultations (Existing Business)• Repeat Client Consultations• French Language Consultations• Referrals to Public Sector• Referrals to Private Sector Professionals• Workshops/Seminars• Outreach Connections• Events Hosted• Events Attendance• Mentorship matches
2. Starter Company Plus Initiative	<ul style="list-style-type: none">• Jobs Created• Completed Approved Participants• Businesses Started• Businesses Expanded• Dollar Value of Investment leveraged• Micro-Financing Issued• Businesses Purchased
3. Summer Company Initiative	<ul style="list-style-type: none">• Businesses Started• Application Inquiries• Application Submissions• Approved Participants• Mentoring Hours /Training Hours• Completed Approved Participants• Approved Participant Defaults• Approved Participant Withdrawal• Jobs Created• Interest in pursuing entrepreneurship as a career option

Reporting timelines and formats are provided in Schedule “G” Reports.

H. SBEC PROGRAM PLAN AND OUTCOMES

Recipient Name: The Corporation of the City of Kawartha Lakes

Components	Key Activity	Performance Metrics	Anticipated Results (Determine your Targets below)	Actual Interim Results	Actual Final Results
SBEC Program Outreach/Marketing/Events for all initiatives (Identify/list key steps to promote and market this SBEC Program to Audiences)	Social Media, Partner Referrals, Promotions at Educational Events & Seminars, Community Events, Partnership Activities, Conference, Publicity, Joint Programs with Partners.	# Outreach Connections	12		
	High School Business Plan Competition, Small Business Week activities.	# Events Hosted	2		
		# Events Attendance	15		
		# Mentorship matches	4		
SBEC Program Delivery for SBEC Core Initiative (Outline key activities associated with the delivery of this initiative. Examples: Administration, Strategic Planning and Recruitment, Initial Assessment/Inquiries, Business Advisory/Coaching, Business Skill Development, Events, Partnership Communications). Please specify Service Region pursuant to Guidelines.	Programs & Services for new and existing businesses. Business Planning, Education, Coaching, Consulting, Educational Seminars, One Year Plans, Marketing Plans, etc. The Small Business Enterprise Centre (SBEC) is fully integrated into the Economic Development Department and all key programs and services are supported within the City of Kawartha Lakes.	# Inquiries	500		
	SBEC works in partnership with 4 Chambers of Commerce and key municipal partners to promote and enhance services to small business owners.	# New Client Consultations (Starting a Business)	50		
	The annual Small Business Week activities is always a key education series of workshops/seminars that appeals to our small business community across Kawartha Lakes. Funding support for these events come through external partners and	# New Client Consultations (Existing Business)	20		
		# Repeat Client Consultations	50		
		# French Language Consultations	0		
		# Referrals to Public Sector	20		
		# Referrals to Private Sector Professionals	20		
	training include business plan development, marketing strategy, financial forecasting, operations and processes, social media	# Workshops/Seminars	8		
		# Businesses Started	50		
		# Businesses Purchased	2		
		# Businesses Expanded	20		
		# Jobs Created	75		
SBEC Program Delivery for Summer Company Initiative (Outline key activities associated with the delivery of this initiative. Examples: Administration, Intake, Training and Skills Development, Mentorship, Micro-Financing). Please specify local/region area and/or focus on special industry/sector.	Classroom visits and presentations to local high school business/accounting classes.	# Businesses Started	6		
	Meet with students to provide business plan/program information.	# Application Inquiries	20		
	Review business plans and financials for viability and provide feedback and recommendations.	# Application Submissions	6		
		# Approved Participants	6		
	Bi-weekly participant group meetings including business training and mentorship on various business topics (finance, goals, marketing, online marketing, networking).	# Mentoring Hours /Training Hours	12		
	Ongoing support and mentorship (emails, meetings) communications with participants.	# Completed Approved Participants	6		
	Business site visits	# Participant Defaults	0		
		# Participant Withdrawal	0		
		# Jobs Created	6		
		# Micro-Financing Issued	6		
SBEC Program Delivery for Starter Company Plus Initiative (Outline key activities associated with the delivery of this initiative. Examples: Administration, Intake, Training and Skills Development, Mentorship, Micro-Financing)	Intake-Application to be completed, meet with program coordinator to ensure viability, business plan & cash flow to be completed & individually scored by 3rd party.	# Completed Approved Participants	13		
	Training & Skills Development - Online training/mandatory webinars, seminars & workshops.	# Businesses Started	10		
	Mentorship-participants receive ongoing mentorship & support throughout program and will receive ongoing specific subject based mentoring based on their needs/request.	# Businesses Expanded	3		
		# Businesses Purchased	0		
		# Dollar Value of Investment leveraged	40000		
	Micro-financing - \$2K to \$5K grants to be disbursed upon successful completion of program requirements.	# Micro-Financing Issued	13		
	Maintain follow up schedule to monitor ongoing business progress of grant recipients.	# Jobs Created	13		

Definitions

Key Activities: the actions that will be undertaken to implement the component during the project

Performance Metrics: how actions will be evaluated in accordance with the Project description and guidelines

SCHEDULE "D"

BUDGET

Recipient Name: The Corporation of the City of Kawartha Lakes

FUNDING YEAR	2019/2020 Budget In Cash	2020/2021 Budget In Cash	2021/2022 Budget In Cash	TOTAL
SBEC PROGRAM INITIATIVES EXPENSES				
<u>SBEC Program Delivery (A)</u>				
SBEC Program Delivery for SBEC Core Initiative (Salary & MERCS, consultations, workshops, outreach, events, marketing/advertising, and travel)	\$107,895.00	\$98,562.00	\$93,562.00	
SBEC Program Delivery for Starter Company Plus Initiative (mentoring, grant committee, workshops, outreach, events, marketing/advertising, and travel)	\$22,000.00	\$22,000.00	\$22,000.00	
SBEC Program Delivery for Summer Company Initiative (training, mentoring, workshops, outreach, events, marketing/advertising, and travel)	\$14,000.00	\$14,000.00	\$14,000.00	
Subtotal (A)	\$143,895.00	\$134,562.00	\$129,562.00	\$408,019.00
<u>Administration (B)</u> (Max. 10% of total Expenses per Funding Year)				
SBEC Program Administration (Courier, Phone, Office supplies, Rent, and Audit at the end of the term)			\$5,000.00	
Subtotal (B)	\$0.00	\$0.00	\$5,000.00	\$5,000.00
Subtotal Expenses (A+B)	\$143,895.00	\$134,562.00	\$134,562.00	\$413,019.00
<u>Micro Financing for Approved Participants</u>				
Summer Company Initiative (6 microgrants) (C)	\$18,000.00	\$18,000.00	\$18,000.00	
Starter Company Plus Initiative (11 microgrants) (D)	\$55,000.00	\$55,000.00	\$55,000.00	
Subtotal Expenses (C+D)	\$73,000.00	\$73,000.00	\$73,000.00	\$219,000.00
TOTAL EXPENSES (A+B+C+D)	\$216,895.00	\$207,562.00	\$207,562.00	\$632,019.00
REVENUES				
<u>Cash Contribution</u>				
Cash Contributions from Municipality and Other Sources - Only consider cash contribution that can be audited (E)	\$7,572.00	\$7,572.00	\$7,572.00	\$22,716.00
<u>Funds from the Province</u>				
Maximum Funds per Funding Year from the Province (F)	\$209,323.00	\$199,990.00	\$199,990.00	\$609,303.00
TOTAL REVENUES (E+F)	\$216,895.00	\$207,562.00	\$207,562.00	\$632,019.00

Note: The Recipient shall not make any changes to the Budget, except for certain changes that may be made in accordance with Section A 4.4 of the Agreement.

See Schedule "I" for Eligible Expenditures for more details.

SCHEDULE “E”

SBEC PROGRAM GUIDELINES

SBEC Program Guidelines can be downloaded at
<https://www.ontariocanada.com/ecr/controller/ReportHelp>

SCHEDULE "F"

PAYMENT SCHEDULE

FUNDS PER FUNDING YEAR: \$199,990 (plus top up of \$9,333. in year one only) Maximum Funds: \$609,303		TERM: 3 Years
PAYMENT DATE OR MILESTONE	AMOUNT OF FUNDS	TOTAL DISBURSEMENT
Payment 1: Upon both parties signing the Agreement and receipt and approval by the Province of the insurance certificate required under Schedule "A", Article 10.	Up to \$119,994 (up to 60% of Funds per Funding Year) plus \$9,333 top up funding	\$129,327
Payment 2: Upon receipt and approval by the Province of the Quarterly Reports, Summer Company Initiative success stories and Interim Report pursuant to Schedule "G" on or before November 15, 2019.	Up to \$79,996 (up to 40% of Funds per Funding Year) Less 10% of Funds per Funding Year for holdback	\$59,997
Payment 3: Upon receipt and approval by the Province of the Fiscal Year-End Report for the first Funding Year pursuant to Schedule "G" on or before April 15, 2020.	Up to \$119,994 (up to 60% of Funds per Funding Year)	\$119,994

<p>Payment 4:</p> <p>Upon receipt and approval by the Province of the Quarterly Reports, Summer Company Initiative success stores and Interim Report pursuant to Schedule "G" on or before November 15, 2020.</p>	<p>Up to \$79,996 (up to 40% of Funds per Funding Year)</p> <p>Less 10% of Funds per Funding Year for holdback</p>	<p>\$59,997</p>
<p>Payment 5:</p> <p>Upon receipt and approval by the Province of the Fiscal Year-End Report for the second Funding Year pursuant to Schedule "G" on or before April 15, 2021.</p>	<p>Up to \$119,994 (up to 60% of Funds per Funding Year)</p>	<p>\$119,994</p>
<p>Payment 6:</p> <p>Upon receipt and approval by the Province of the Quarterly Reports, Summer Company Initiative success stores and Interim Report pursuant to Schedule "G" on or before November 15, 2021.</p>	<p>Up to \$79,996. (up to 40% of Funds per Funding Year)</p> <p>Less 10% of Funds per Funding Year for holdback</p>	<p>\$59,997</p>
<p>Payment 7:</p> <p>Upon receipt and approval by the Province of the Final Report and Audit Report on or before May 31, 2022 pursuant to Schedule "G".</p>	<p>Release of holdback:</p> <p>(10% of Funds per Funding Year from holdback)</p>	<p>\$59,997</p>

SCHEDULE “G”

REPORTS

Name of Report	Due Date
1. Summer Company Initiative SCREEN Input Report	To be made available at all times during the term of the Agreement; and to be submitted on or before November 15 of each Funding Year
2. Proof of Insurance Report: <ul style="list-style-type: none"> • Proof of Insurance Certificate for each Funding Year 	On or before February 15 of each Funding Year
3. Quarterly Report: <ul style="list-style-type: none"> • Enterprise Centre Reporting (ECR) on performance metrics/outcomes for SBEC Core Initiative and Starter Company Plus Initiative 	On or before 10 Business Days after the end of each quarter for each Funding Year: <ul style="list-style-type: none"> • Quarter #1: April 1 – June 30 • Quarter #2: July 1 – September 30 • Quarter #3: October 1 to December 31 • Quarter #4: January 1 to March 31
4. Summer Company Initiative success stories <ul style="list-style-type: none"> • Including the Summer Company Initiative: Release and Consent Form Assignment of Copyright and Waiver of Moral Rights Form attached as Schedule “O” 	August 31 of each Funding Year
5. Interim Report: <ul style="list-style-type: none"> • Updated SBEC Program plan and outcomes chart and budget as of September 30 of each Funding Year • Request for Payment and Certificate (including the Activities and Outcomes Report and the Budget Report) attached as of September 30 of each Funding Year per Schedule “H” to be signed by a senior officer • <i>French Language Services Act</i> (Ontario) Checklist attached as Schedule “M” to be signed by a senior officer. 	By November 15 of each Funding Year

6. Fiscal Year-End Report <ul style="list-style-type: none"> Updated SBEC Program plan and outcomes chart and budget as of March 31 of each Funding Year, <u>except</u> the last Funding Year Request for Payment and Certificate (including the Activities and Outcomes Report, the Budget Report, and the SBEC Program Narrative Report) attached as Schedule “H” as of March 31 of each Funding Year, except the last Funding Year to be signed by a senior officer 	By April 15 of each Funding Year, <u>except</u> the last Funding Year
7. Final Report: <ul style="list-style-type: none"> Updated SBEC Program plan and outcomes chart and budget as of March 31, 2022 Request for Payment and Certificate (including the Activities and Outcomes Report, the Budget Report, and the SBEC Program Narrative Report) attached as Schedule “H” as of March 31, 2022 To be signed by a senior officer 	By May 31, 2022
8. Audit Report <ul style="list-style-type: none"> Attached as Schedule “L”. To be prepared and signed by a chartered accountant. 	By May 31, 2022
9. Starter Company Plus Initiative and Summer Company Initiative post-progress reporting	May 31, 2022
10. Other reports or information requests	On a date or dates specified by the Province

REPORT DETAILS

1. Summer Company Initiative SCREEN Input Report

The Recipient shall complete and deliver by November 15th of each Funding Year the following table for the SCREEN Input Report:

SCREEN Input Report	Current Year
Number of Application Inquiries	

Number of Submissions	
Number of Approved Participants	
Number of Withdrawals <i>(Approved Participant withdrew after approval by the Recipient).</i>	
Number of Defaults <i>(Approved Participant did not complete his/her Summer Company Initiative business in accordance with the Summer Company Guidelines and his/her Summer Company Initiative Micro-Financing Agreement).</i>	

2. Proof of Insurance Report

Proof of Insurance Certificate to be supplied by the Recipient in accordance with Schedule “A”, Article A10.0.

3. Quarterly Report

The Recipient shall report back to the Province quarterly in the Enterprise Centre Reporting (ECR) system as of the Effective Date through to and including the Expiry Date for SBEC Core Initiative and Starter Company Plus Initiative on key performance metrics set out in Schedule “C”, Section G.

4. Summer Company Initiative Success Stories

All Summer Company Initiative success stories shall be submitted electronically to summer.company@ontario.ca unless otherwise directed by the Province.

The Recipient shall submit success stories equaling to at least 10% of the total number of the Summer Company Initiative Approved Participants.

The success stories shall include a description of the Approved Participants business and experience with the Summer Company Initiative; and photos. The stories shall be a minimum 100 words each. Photos will meet the below requirements:

- Should be action shots or should show the student displaying his/her business product or service;
- Should **NOT** include a **third party**;
- Must be **HIGH Resolution File** (see below); and
- Must be saved as First_LastName_City of ProgramProvider.JPEG (for example: John_Doe_Windsor).

	High Resolution File	Size (Mb) / Picture
Photo Requirements:	> 1000x1400 pix	> 1.0 MB

The Recipient will ensure that for each success story submission (comprised of (i) the story describing the student's Summer Company Initiative participation; and (ii) photograph(s) of the student participant), the following completed and signed forms (all of which are accessible through SCREEN and attached as Schedule "O") shall accompany each submission and will be provided to the Province:

- Release and Consent Form signed by the Approved Participant (if the Approved Participant is a minor then signed by his or her guardian);
- Assignment of Copyright (Part 1 of 2): two copies completed, and duly signed and witnessed by the (i) storyteller; and (ii) the photographer (which may be the same or different persons as applicable including the student him or herself); and
- Waiver of Moral Rights (Part 2 of 2): two copies completed, and duly signed and witnessed by the (i) storyteller; and (ii) the photographer (which may be the same or different persons as applicable including the student him or herself).

5. Interim Report

The Interim Report will be in a template to be provided by the Province, but must include:

- Updated SBEC Program plan and outcomes chart and budget.
 - Actual expenditures spent as compared to the Budget as of September 30 of each Funding Year. Any actual or anticipated variances in the Budget that comply with Schedule "A", Section A4.4 of the Agreement must be identified and reported on.
- Request for Payment and Certificate (including the Activities and Outcomes Report and the Budget Report) attached as Schedule "H" to be signed by a senior officer.

- For any acquisition valued at \$25, 000 or more in accordance with Schedule “A”, Section A5.1 submit full documentation of the competitive process used for any sub-contract for goods or services (excluding industry experts and employers that the Recipient partners with to deliver the SBEC Program).
- French Language Services Act (Ontario) Checklist attached as Schedule “M” to be signed by a senior officer.

6. Fiscal Year-End Report

The Fiscal Year-End Report will be in a template to be provided by the Province, but must include:

- Updated SBEC Program plan and outcomes chart and budget.
 - Actual expenditures spent as compared to the Budget as of March 31 of each Funding Year, except the last Funding Year. Any actual variances in the Budget that comply with Schedule “A”, Section A4.4 of the Agreement must be identified and reported on.
- Request for Payment and Certificate (including the Activities and Outcomes Report, the Budget Report, and the SBEC Program Narrative Report) attached as Schedule “H” to be signed by a senior officer.
- For any acquisition valued at \$25, 000 or more in accordance with Schedule “A”, Section A5.1 submit full documentation of the competitive process used for any sub-contract for goods or services (excluding industry experts and employers that the Recipient partners with to deliver the SBEC Program).

7. Final Report

The Final Report will be in a template to be provided by the Province, but must include:

- Updated SBEC Program plan and outcomes chart and budget.
 - Actual expenditures spent as compared to the Budget as of March 31, 2022. Any actual variances in the Budget that comply with Schedule “A”, Section A4.4 of the Agreement must be identified and reported on.
- Request for Payment and Certificate (including the Activities and Outcomes Report, the Budget Report, and the SBEC Program Narrative Report) attached as Schedule “H” to be signed by a senior officer.
- For any acquisition valued at \$25, 000 or more in accordance with Schedule “A”, Section A5.1 submit full documentation of the competitive process used for any sub-contract for goods or services (excluding industry experts and employers that the Recipient partners with to deliver the SBEC Program).

8. Auditor’s Certificate

The Recipient will provide the Province with an Auditor's certificate in the form of Schedule "L".

- To be prepared and signed by a chartered accountant.

9. Starter Company Plus Initiative and Summer Company Initiative post-progress reporting

Pursuant to Schedule "A", Section A4.3(i)(ii) and in accordance with the Micro-Financing Agreement, the Recipient shall provide the stipulated post-SBEC Program reporting.

10. Other reports or information requests

The Province will specify the timing and content of any other reports that the Recipient may be required to submit, to the satisfaction of the Province.

SCHEDULE “H”

REQUEST FOR PAYMENT AND CERTIFICATE

TO: The Ministry of Economic Development, Job Creation, and Trade

FROM: Recipient to fill out.

RE: Request for Funds for the Period Ending: _____

1. REQUEST FOR FUNDS		
A. Amount requested:		
	SBEC Program Delivery (A) and Administration (B) requested:	\$
	Micro-Financing for Approved Participants requested for Summer Company Initiative (C):	\$
	Micro-Financing for Approved Participants requested for Starter Company Plus Initiative (D):	\$
	Total Requested (A+B+C+D):	\$
B. Actual interest* earned on all Funds this Funding Year to date:		\$
<i>*interest will be deducted at the end of each Funding Year</i>		
2. ACTIVITIES AND OUTCOMES REPORT		
a. Quarterly Reporting on performance metrics/outcomes have been reported on Enterprise Centre Reporting (ECR):		
	Yes	No
b. Progress against planned key activities and performance metrics is on track (SBEC Program plan and outcomes chart):		
	Yes	No
If no, explain delays and/or deficits and actions that will be taken to address them:		
c. Please describe the main activities & outcomes		
(Max. 1000 words).		

2. BUDGET REPORT		
Budget allocation for this Funding Year has been expended as planned:		
	Yes	No
If no, provide rationale for Budget variances that are not in accordance with Schedule "A", Section A4.4 and actions that will be taken to address them:		
3. SBEC PROGRAM NARRATIVE REPORT (to be reported for the Final Report ONLY)		
Briefly describe key outcomes, successes to date such as media attention, regional connections established, SBEC Program improvements, etc. (Max 1000 words).		

I, <Enter (name), (title) of senior officer> of the Recipient, on behalf of the Recipient, hereby certify that:

1. To the best of my knowledge, information and belief, and after making all appropriate examinations and enquiries, the Recipient is in compliance with the terms and conditions of the Agreement and that no material changes have been made to the SBEC Program or Budget, as such terms are defined in the Agreement;
2. On and as of the date hereof, the unspent balance of Funds for the period ending <enter day/month/year > is \$●.
3. On and as of the date hereof, the revenues and expenditures for the period ending <Enter day/month/year > are accurately reported and that all Funds were spent in accordance with the terms of the Agreement;
4. On and as of the date hereof, the amount requested herein as an advance in Funds will be incurred on behalf of the Recipient solely for Eligible Expenditures per Schedule "I"; and

5. On and as of the date hereof, the attached Reports, namely (Activities and Outcome Report, [and] Budget Report [and SBEC Program Narrative Report [include for Final Report only]]) are true and accurate.

IN WITNESS WHEREOF the undersigned has hereunto signed these presents
this ● day of ●, 20●●.

Per: _____

Name:

TITLE OF SENIOR OFFICER:

SCHEDULE “I”

ELIGIBLE EXPENDITURES

Eligible and Ineligible Expenditures

Eligible Expenditures must be directly related to the delivery of the SBEC Program and Budget and not of a nature which would have been incurred by the Recipient in the normal course of business. Documentation for all expenditures must be kept on file for audit purposes. The Province reserves the right to make a determination on the eligibility of expenditures submitted for reimbursement. In the event of any interpretation issues regarding the eligibility, valuation or other matter regarding expenditures, the decision of the Province shall be final and determinative. Expenses not described in the categories set out in this document require prior written approval of the Province in order to be considered Eligible Expenditures.

Eligible Expenditures

Eligible Expenditures include, but are not limited to:

- SBEC Program administration and overhead (not to exceed 10% of amount budgeted for the SBEC Program expenses as described in the Budget) pursuant to Schedule “A”, Section A4.4(c)(i).
- Travel costs to attend business meetings within Ontario related to the administration of the Agreement or to attend meetings that the Province convenes or supports, all of which shall be subject to the Recipient’s guidelines on travel, meal and hospitality expenses provided that such guidelines are no less stringent than the Province’s *Travel, Meal and Hospitality Expenses Directive* a summary of which is attached in Schedule “J”.
- Professional fees, including legal and audit fees: a) directly related to and required for the management of the SBEC Program or b) to conduct the activities and services relating to the SBEC Program as described in the Budget. Costs are not to exceed demonstrated fair market value.
- Costs related to work performed by companies or individuals that contribute to the delivery of the SBEC Program. Consulting or other services directly related to the delivery of the SBEC Program must be costed at demonstrated fair market value or less.
- Telecommunication fees including connectivity charges directly related to and required for the management of the SBEC Program.
- Staff training costs directly related to delivery of the SBEC Program.
- Development, marketing and delivery expenditures.
- Training delivery directly related to the development and delivery of the SBEC Program, all of which shall be subject to the Recipient’s guidelines on travel, meal and hospitality

expenses provided that such guidelines are no less stringent than the Province's *Travel, Meal and Hospitality Expenses Directive*.

- 'Salary and MERCs' which are pro-rated to the time spent directly on the delivery of the activities and services relating to the SBEC Program as described in the Budget.
- Travel costs to meet with potential partners or stakeholders within Ontario required in the development of the SBEC Program and in connection with activities and services relating to the SBEC Program as described in the Budget.
- Marketing materials and related communication costs if directly related to the activities and services relating to the SBEC Program as described in the Budget.
- Information and marketing session costs required to deliver the SBEC Program. Facility and equipment rental fees and utilities used to support the delivery of the SBEC Program, and not of a nature which the proponent would incur in the normal course of business, and which are demonstrably incremental to the delivery of the SBEC Program.

Ineligible Costs

The Funds cannot be used towards the following costs:

- Costs related to referral fees for consultants.
- Costs related to professional consultations by law firms or lawyers and accounting firms or accountants.
- Costs related to the development of the application for funding under this Agreement.
- Costs not directly associated with the delivery of the SBEC Program or directly required to meet the deliverables of the SBEC Program.
- Administrative salaries, except for SBEC Program management costs covered under SBEC Program administration and SBEC Program delivery.
- Out-of-province travel costs.
- Capital expenses, including but not limited to, land, buildings, leasehold improvements.
- Costs related to activities not related to the SBEC Program.
- Annual membership fees to associations.
- Stipends for Approved Participants.
- Costs incurred prior to the Effective Date or after the Expiry Date.
- Expenses or fees payable to organizations located outside of Ontario.
- Debt reduction charges.
- Bonuses.

SCHEDULE “J”

SUMMARY OF THE TRAVEL, MEAL AND HOSPITALITY EXPENSES DIRECTIVE

TRAVEL – ALL EXPENSES MUST BE DIRECTLY RELATED TO THE SBEC PROGRAM

Airplane: Air travel is permitted if it is the most practical and economical way to travel.

- Economy (coach) class is the standard option for ticket purchase
- Please purchase your ticket as early as possible to access the most reasonable fares
- Prior Province approval must be obtained

Train: Travel by train is permitted when it is the most practical and economic way to travel.

- Coach class economy fare is the standard
- Please purchase your ticket as early as possible to access the most reasonable fares

Vehicle: Travel by vehicle is permitted when road transportation is the most practical, economical way to travel:

- Kilometres are claimed at \$0.40 per kilometre in the south and \$0.41 per kilometre in the north

Taxi Fares: Reimbursement of taxicab fares should be made only under the following conditions:

- When other means of transportation are not available
- When weather conditions warrant
- For health and safety considerations
- When transport of work–related baggage or parcels is required
- For group travels when cost effective
- Maximum claimable gratuity (tip) is 10%

Hotels: Reimbursement of hotel costs is permitted when these costs are the most practical, economical way to accommodate the person:

- A basic, economical hotel room is the standard option
- Booking hotel suites or larger/more deluxe rooms should not be permitted
- When a block of hotel rooms is made available for an event, conference etc. at a reduced rate, rooms at higher rates should not be covered

- If another hotel or room is booked when a conference/event block of rooms was available, only costs up to the conference rate should be covered. It is up to the claimant to book the hotel room at the reduced rate within a reasonable timeline to get the rate.
- Hotel expenses charged should be for the hotel room alone. Phone calls, room service, internet charges, movie charges, parking, other service charges etc. should not be “bundled” into the hotel room rate. The exception being any food costs that are offered as a deal within a room rate. For example, a hotel “Bed & Breakfast” option where the cost of the room and breakfast are economical.

Meal Rates in Canada Including Taxes and gratuities

- \$10.00 Breakfast
- \$12.50 Lunch
- \$22.50 Dinner

Please Note:

- When a meal is provided as part of a conference or other event, the costs of an alternative meal other than the conference or event meal should not be covered.
- Recommended gratuities are 10%–15% on a restaurant meal.
- No alcohol costs can be claimed and should not be covered as part of meal or travel costs.
- Reimbursement should be for restaurant/prepared food only. Groceries should not be covered.
- Room service meals while staying at a hotel should not be covered.

Submitting Claims and Records

All travel claims must be maintained for financial records by the claimant and the organization paying the travel claim:

- Claimants should submit original, itemized receipts with all claims (credit card slips are not sufficient).
- All claims should be supported by original itemized receipts. “Original itemized receipts” refers to a receipt that lists the items purchased and the individual prices for each item on the receipt.
- To consult with the Province’s Travel, Meal and Hospitality Expenses Directive, dated January 1, 2017 as may be amended from time to time (“Travel Directive”) please see: <https://www.ontario.ca/document/travel-meal-and-hospitality-expenses-directive>

IN THE EVENT OF ANY INCONSISTENCIES IN THE ABOVE SUMMARY AS COMPARED TO THE CURRENT VERSION, THE TRAVEL DIRECTIVE SHALL PREVAIL.

SCHEDULE “K”

COMMUNICATIONS AND CONFIDENTIALITY PROTOCOL FOR ALL INITIATIVES UNDER SBEC PROGRAM

1. The Recipient shall provide to the Province, prior to public release, an electronic copy of all reports, announcements, brochures, audiovisual materials, internet materials, advertising and publicity, including design or other public communication or publication.
2. The Recipient shall advise the Province’s staff (to be designated by the Province) of any upcoming (positive or negative) announcements or advertising campaigns related to the Recipient’s activities as described in the SBEC Program and Budget (e.g. news release, news conference, awards, bankruptcies, etc.) and, at the Province’s option, provide the Province with the opportunity to participate or be present at these announcements. The Recipient will provide the Province with a minimum of ten (10) Business Days prior written notice of such announcements or advertising campaigns.
 - (a) The Recipient will not make any public announcement related to the Recipient’s SBEC Program related activities or services without the prior approval of the Province.
 - (b) The Recipient will respond to requests by the Province for information about any public announcement as soon as possible and in any event will provide an initial response within twenty-four (24) hours.
 - (c) The Recipient will comply with any direction of the Province in respect of the Recipient’s use of any official logos of the Province on any of the Recipient’s websites, as well as promotional material and instructions for accessing the SBEC Program.
 - (d) The Recipient will prominently display information about the SBEC Program on any of its websites, as well as promotional material and instructions for accessing the SBEC Program.
 - (e) The Recipient will include information about the SBEC Program prominently displayed on its website, including promotional material and instructions for accessing the SBEC Program, with links to websites identified by the Province.

Confidentiality

- A. The Province is subject to the *Freedom of Information and Protection of Privacy Act* (Ontario) (the “Act”). The Act provides every person with a right of access to information in the custody or under the control of the Province, subject to a limited set of exemptions. Section 17 of the Act provides an exemption for third party information that reveals a trade secret or scientific, technical, commercial, financial or labour relations information that has been implicitly or explicitly supplied in confidence to Ontario, the

disclosure of which to a person other than a party to this Agreement could reasonably be expected to:

- (i) prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of the Recipient; or
 - (ii) result in undue loss to the Recipient.
- B. Any trade secret or any scientific, technical, commercial, financial or labour relations information submitted to the Province in confidence should be clearly marked.
- C. The Recipient is advised that the names and addresses of Clients and Approved Participants, and if applicable, any amount of Micro-Financing and the purpose for which the Micro-Financing is being granted is information to be made available to the Province upon request.

SCHEDULE “L”

AUDITOR’S CERTIFICATE

TO: **[Instructions: insert legal name and address of Recipient and contact person]**

CC: Ministry of Economic Development, Job Creation and Trade
Commercialization and Scale-up Networks Branch
2 Queen East, 3rd Floor
Toronto, Ontario, M5C 3G7

Attention: Manager

RE: **Agreement between Her Majesty the Queen in right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade (“Ontario”) and [Instructions: insert legal name of Recipient] (the “Recipient”) dated effective MONTH DAY, 20XX (the “Agreement”)**

Except as otherwise defined herein, all capitalized terms shall have the meanings given to them in the Agreement.

We have audited the accompanying Schedules (the “Schedules”) which comprise a summary of the financial and reporting provisions of the Agreement and other explanatory information, relating to the Auditor’s Certificate dated **[insert date]**. **[Recipient to fill out]** for the period **[*] to [*] [Recipient to fill out]**. The Schedules have been prepared by management of the Recipient based on the Final Report (Schedule “G”) provisions of the Agreement.

Management’s Responsibility for the Schedules

Management of the Recipient is responsible for the preparation of the Schedules in accordance with the Final Report requirements of the Agreement, and for such internal control as management of the Recipient determines is necessary to enable the preparation of the Schedules that is free from material misstatement, whether due to fraud or error.

Auditor’s Responsibility

Our responsibility is to express an opinion on the Schedules based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the Schedules are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the Schedules.

The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misinformation of the Schedules, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the management's preparation of the Schedules in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Recipient's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the Schedules.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the Schedules for the period ● to ● [Recipient to fill out] is prepared, in all material respects, in accordance with the Final Report provisions of the Agreement.

Basis of Accounting Restriction on Distribution and Use

Without modifying our opinion, we draw attention to the note to the Schedules, which describe the basis of accounting. The Schedules are prepared to assist the Recipient to comply with the financial and project reporting provisions of the Agreement. As a result, the Schedules may not be suitable for another purpose. Our report is intended solely for the Recipient and Ontario and should not be distributed to or used by parties other than the Recipient and Ontario.

DATED: _____

Signed

Chartered Accountant (Recipient to insert name of chartered accountant. To be dated and signed by Chartered Accountant)

SCHEDULE “M”

FRENCH LANGUAGE SERVICES ACT (ONTARIO) CHECKLIST

DATE: <enter day/month/year >
TO: Ministry of Economic Development, Job Creation and Trade (the “Province”)
FROM: <Enter legal name of Recipient> (the “Recipient”)
RE: Agreement between the Province and the Recipient dated MONTH DAY, 20XX
(the “Agreement”)

The *French Language Services Act* (Ontario) (the “FLSA”) checklist for the provision of services in French in areas designated under the FLSA was introduced to facilitate the accountability and the active offer of services in French by the Recipient.

DESIGNATED BILINGUAL AREA

YES NO

☐ ☐ Is the Recipient located in/serving a designated bilingual area (DBA)?

SIGNAGE

Requirements:

The signage must state that French Language Services (FLS) are available.

Recipient located in/serving DBAs is required to display two signs:

- 1. Reception desk (which can be the bilingual banner); and*
- 2. Front door (which can be a sticker).*

YES NO

☐ ☐ Does the Recipient have bilingual signage at the Reception Desk?
☐ ☐ Does the Recipient have bilingual signage at the Front Door?

☐ ☐ Does the Recipient have bilingual signage installed on the directory list / tabletop sign of the building?

☐ ☐ Does the Recipient have promotional posters in both English and French (including electronic message boards)?

Additional Comments:

RECEPTION

Requirement: Recipient located in/serving Designated Bilingual Areas must have a reception protocol or framework or any similar mechanism to ensure effective engagement / participation of the Francophone community, including greeting participants with a bilingual greeting, such as “Bonjour, may I help you?” and continue to provide services in the language selected once the client has responded to the greeting.

YES NO

☐ ☐ Does the Recipient offer choice of official languages to clients?

☐ ☐ Does the Recipient answer all calls in both English and French?

☐ ☐ Does the Recipient without centralized reception-train all staff to use a bilingual greeting? If a response is received in French, the staff should respond with “Un moment s.v.p.” while they call or find a bilingual clerk to assist the client.

☐ ☐ Does the Recipient have a back-up plan and resources to ensure continuity of services?

Additional Comments:

VOICEMAIL

Requirement: Recipient located in/serving DBAs must have bilingual voicemail.

YES NO

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Does the Recipient have bilingual voicemail? |
| <input type="checkbox"/> | <input type="checkbox"/> | Does the voicemail provide the name of a bilingual consultant? |

Additional Comments:

CONSULTATION

Requirement: Recipient located in/serving DBAs must have a consultation protocol or framework or any similar mechanism to ensure effective engagement / participation of the Francophone community.

YES NO

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Does the Recipient offer access to bilingual consultations? |
| <input type="checkbox"/> | <input type="checkbox"/> | Does the Recipient provide access to bilingual consultations in-house? |
| <input type="checkbox"/> | <input type="checkbox"/> | Does the Recipient use the services of the Small Business Services? |
| <input type="checkbox"/> | <input type="checkbox"/> | Does the Recipient use the services of another bilingual delivery partner? |
| <input type="checkbox"/> | <input type="checkbox"/> | Does the Recipient use the services of a 3 rd party? |

Additional Comments:

WEBSITE

Requirement: Recipient located in/serving DBAs must have a website that provides clear information about the availability of FLS, and how and where FLS can be obtained.

All information on the internet regarding services offered in French is considered information to the public and must be provided in English and French

YES NO

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Does the Recipient have a website that clearly indicate information about FLS services availability and how to access them? Are the descriptions of the services available in French? |
|--------------------------|--------------------------|---|

- ☐ ☐ Does the Recipient provide the name of a bilingual contact on the website?
- ☐ ☐ Is the information posted on the website of the Recipient regarding the SBEC Program provided in both English and French?

Additional Comments:

MATERIALS (FORMS/PAMPHLETS/PUBLICATIONS/BROCHURES)

Requirement: All material regarding services offered in French displayed and provided at service locations of the Recipient located in/serving DBAs must be bilingual or available in both English and French

YES NO

- ☐ ☐ Is the material regarding services offered in French is available in both English and French?

Additional Comments:

OTHER

Requirement: Recipient located in/serving DBAs must have a FLS framework or any similar mechanism to ensure quality services in French .

YES NO

- ☐ ☐ Does the Recipient answer all French correspondence (letters and emails) received in French in French?
- ☐ ☐ Does the Recipient use the services of professional translators to ensure quality translations

- ☐ ☐ Does the Recipient provide services at the advanced or superior level of French proficiency?
- ☐ ☐ Does the Recipient ensure that staff and management receive training/orientation on FLS legislation and requirements?

Additional Comments:

I, <Enter (name), (title) of senior officer> of the Recipient, on behalf of the Recipient, hereby certify that, on an as of the date hereof, the information set out in this Schedule is accurate and true.

IN WITNESS WHEREOF the undersigned has hereunto signed these presents
this ● day of ●, 20●●.

Per: _____

Name:

TITLE OF SENIOR OFFICER:

SCHEDULE “N”

SUMMER COMPANY INITIATIVE: INFORMATION MANAGEMENT AND PRIVACY PROVISIONS

1.0 Definitions

- 1.1 For the purposes of this Schedule, capitalized terms not defined below shall have the meanings ascribed to them in the Agreement:
- (a) “**Copies**” means duplication, in any medium, of data contained in or derived from SCREEN;
 - (b) “**Guarantor**” means the parent or legal guardian of a Summer Company Initiative Approved Participant who is a minor and matched with the Recipient for the purposes of participating in the Summer Company Initiative;
 - (c) “**Participant**” means a Youth applicant or a Summer Company Initiative Approved Participant as the case may be;
 - (d) “**FIPPA**” means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F. 31, as amended;
 - (e) “**Personal Information**” has the same definition as in subsection 2(1) of FIPPA;
 - (g) “**Summer Company Cycle**” means the period of time beginning with the submission of a Participant’s application and during which the Participant’s business is operational as part of the Summer Company Initiative;
 - (h) “**Summer Company-related information**” means information, recorded on any medium that is collected, created or used by either the Province or the Recipient in support of the Summer Company Initiative. Summer Company-related information includes, but is not limited to reports, studies, promotional and marketing materials.
 - (i) “**SCREEN**” means the Summer Company Initiative registration, eligibility and evaluation network web-based system that allows Participants to submit applications and participate in the Summer Company Initiative, and that allows the Recipient to administer and manage the Summer Company Initiative online.

2.0 Disclosure of Personal Information contained in SCREEN to the Recipient

- 2.1 The Province will provide the Recipient with access to Personal Information of the Participant and the Guarantor as applicable contained in SCREEN when the Recipient requires this information to deliver the Summer Company Initiative.
- 2.2 In accessing the SCREEN database, the Recipient must comply with the Province's Acceptable Use Policy, attached as Exhibit "A".
- 2.3 The Province shall retain custody and control of the records and any Copies of the records contained in or derived from SCREEN.
- 2.4 The Province will only provide Personal Information to the Recipient to the extent this disclosure is authorized by the person who provided the information to the Province.

3.0 Personal Information the Recipient collects from a Participant

- 3.1 When the Recipient is required to collect Personal Information from a Participant (and Guarantor if applicable), the Recipient shall only collect as much Personal Information as is necessary to administer, promote and advertise the Summer Company Initiative and notify Participants about other programs of the Province.
- 3.2 The Recipient will collect Personal Information solely from the Participant or Guarantor to whom the information relates.
- 3.3 Without diminishing any other security obligations, if the Recipient is required to collect a Participant's or Guarantor's social insurance number and enter it into the SCREEN database, the Recipient will destroy all records of the number in such a manner that the number cannot be subsequently reconstructed or retrieved except through SCREEN, as directed by the Province.
- 3.4 The Recipient will use, copy and disclose Personal Information solely as is necessary to administer, promote and advertise the Summer Company Initiative, or notify Participants about other programs of the Province.
- 3.5 The Recipient will collect Personal Information in accordance with and otherwise comply with the Province's Privacy Policy, attached as Exhibit "B".
- 3.6 The Recipient shall ensure that all Participants that provide the Recipient with Personal Information that is entered into SCREEN have authorized the Province to use this Personal Information for the purpose of administering, promoting and advertising the Summer Company Initiative and have notified Participants about other programs of the Province, subject to the Province's Privacy Policy (Exhibit "B" below).

- 3.7 The Recipient shall notify Participants that they will be able to opt-out of receiving future promotional communications from the Province.

4.0 Disposal and Retention of Personal Information

- 4.1 Where the Province has copies of the Personal Information in the Recipient's possession, upon completion of the Summer Company Cycle, the Recipient shall destroy all copies of Personal Information in its possession in such a manner that the information cannot be subsequently reconstructed or retrieved and shall comply with any additional destruction requirements provided by the Province.
- 4.2 Upon completion of the Summer Company Cycle, the Recipient shall retain all Summer Company-related information in its possession for a period to be determined by the Province.

5.0 Access and Security

- 5.1 The Recipient will limit access to Personal Information to those individuals who have a need to know such information.
- 5.2 The Recipient shall:
- (a) Secure and protect all Personal Information and Summer Company-related information in its possession from unauthorized access, disclosure or destruction.
 - (b) Ensure that all non-electronic Personal Information and Summer Company-related information in its possession is:
 - (i) stored in locked cabinets;
 - (ii) maintained in a secure, supervised location; and
 - (iii) accessed only by individuals who have authorization to do so.
 - (c) Ensure that all electronic Personal Information and Summer Company-related information in its possession is stored on computers to which:
 - (i) the public does not have access; and
 - (ii) access is restricted by user ID and password.
- 5.3 The Recipient agrees to implement any other specific security measures that are specified by the Province and that in the reasonable opinion of the Province would improve the adequacy and effectiveness of any measures used to ensure the security and integrity of Personal Information and Summer Company-related information generally.

- 5.4 The Recipient shall report any known or suspected data breach to the following individual:

Attention: Manager, Relationships and Contract Management
Ministry of Economic Development, Job Creation and Trade
2 Queen Street East, 3rd Floor
Toronto, ON M5C 3G7
Telephone: 416-817-4032
E-mail: summer.company@ontario.ca

6.0 Audit

- 6.1 The Province reserves the right to audit the Summer Company Initiative activities of Recipients in order to assess and verify compliance with the terms and conditions set out in this Schedule and its compliance with the Province's Privacy Policy and Acceptable Use Policy.
- 6.2 The Recipient shall, upon the written request of the Province, permit the Province to conduct an audit of its facilities and information management practices.

7.0 Requests, Questions and Complaints

- 7.1 The Province shall manage all requests related to Personal Information and its privacy policy through the Ministry of Economic Development, Job Creation and Trade's FIPPA Coordinator.
- 7.2 The Recipient shall co-operate with the Province in resolving any privacy complaints or requests for access to information.

EXHIBIT “A” TO SCHEDULE “N”

ACCEPTABLE USE POLICY

1. PURPOSE AND DEFINITIONS

The purpose of the Acceptable Use Policy (“Policy”) is to provide a set of principles and practices governing all users of the Province’s “SCREEN” web-based Back Office. This policy is subject to change from time to time without notice at the sole discretion of the Province.

This Policy is intended to prevent:

1. Unauthorised collection, use and disclosure of Personal Information;
2. The misuse of SCREEN and of any computer resources used to access SCREEN;
3. Exposure to risks, such as virus and hacker attacks, compromise of network systems and any security Breach.

For the purposes of this Policy, capitalized terms not defined below or elsewhere in this Schedule, shall have the meanings ascribed to them in the Agreement:

“**Back Office**” means the SCREEN application interface used to manage and administer the Summer Company Initiative.

“**Breach**” means breaking or neglect of a policy or procedure, duty, contract, or someone's privileged rights resulting in the unauthorized access to sensitive information.

“**End User**” means any user with either a “Head Office” or “Officer” account that permits access to the SCREEN Back Office. “Officer” accounts are to Summer Company Providers by the Province.

“**Front Office**” means the SCREEN application interface used by students to submit an application to and participate in the Summer Company Initiative.

“**Summer Company Provider**” means the entities who deliver the Summer Company Initiative including the Recipient.

“**Security Breach**” means the unauthorized disclosure of classified information, or the loss, theft, or deliberate damage of sensitive material assets.

2. SCOPE

This Policy applies, without exception, to all Ontario Government employees and Program Providers, assisting in the administration of the Summer Company Initiative, who have access to the SCREEN Back Office.

This Policy’s scope does **not** apply to the SCREEN Front Office.

3. GENERAL USE

- (a) For security and network maintenance purposes, the Province may periodically authorize the monitoring of equipment, systems and network traffic.
- (b) The Province has the authority to periodically perform a network and system audit or an audit of a Summer Company Provider's facilities to ensure compliance with this Policy.

4. SECURITY AND PROPRIETARY INFORMATION

- (a) The Back Office interface of the SCREEN system is confidential, to be used solely by Province staff and Summer Company Providers with "Head Office" and "Officer" accounts.
- (b) Access to and use of SCREEN shall be limited solely to the administration of the Summer Company Initiative.
- (c) Personal Information contained in SCREEN shall be used and disclosed only in accordance with the notification provided by the individual to whom the Personal Information relates, or in accordance with any other authorization provided by the individual. All notices of collection for the Summer Company Initiative shall state that Personal Information is collected for the purposes of administering, advertising and promoting the Summer Company Initiative and contacting Participants about other programs of the Province.
- (d) All End Users are responsible for the security of their SCREEN passwords and accounts, and for ensuring that their accounts are never shared.
- (e) All End Users are responsible for ensuring that the computers that they use to access the SCREEN Back Office are inaccessible to the public and are either locked, logged off or shut down when unattended.
- (f) All End Users must adhere to the following SCREEN password rules:
 - (i) A password must have a minimum length of 8 characters.
 - (ii) A password must consist of one or more numbers, one or more upper or lower case letters, and one punctuation character (e.g. "!").
 - (iii) Passwords must be changed following each Summer Company Initiative launch date.
- (g) Summer Company Providers must ensure that security safeguards, such as anti-virus and anti-spyware software, are installed and kept current on the computers that they use to access SCREEN.
- (h) All End Users are responsible for reporting immediately any known or suspected security or privacy breach, loss and theft of computerized devices and Personal Information stored on those devices to the following individual:

Attention: Manager, Relationship and Contract Management,
Commercialization and Scale-up Networks Branch
Ministry of Economic Development, Job Creation and Trade
2 Queen East, 3rd Floor
Toronto, Ontario, M7A 1N3
E-mail: summer.company@ontario.ca

5. UNACCEPTABLE USE

The following activities are **strictly prohibited**:

- (a) Engaging in illegal activities while using the Province resources.
- (b) Engaging in a personal business while using the Province resources.
- (c) Unauthorised copying, use, or disclosure of Summer Company Initiative data in any medium.
- (d) Revealing any technology, such as SCREEN programming code and technical information, without prior approval by the Province (senior management approval).
- (e) Introducing malicious programs, such as viruses, trojans, or malware, into the network or SCREEN.
- (f) Revealing an account password to others or allowing others to use that account.
- (g) Permitting unauthorised access to computers that are used to access the SCREEN Back Office.
- (h) Using the Province's computer resources to engage in acts of harassment.
- (i) Using any Province account to commit fraud.
- (j) Effecting or failing to report a known or suspected security Breach.
- (k) Effecting a disruption of the network, including, but not limited to, network sniffing, packet spoofing and denial of service attacks.

6. POLICY COMPLIANCE

- (a) A violation of this Policy by any Province employee or employee of the Government of Ontario, acting on the Province's behalf, may result in disciplinary action and/or investigation as needed.
- (b) A violation of this Policy by a Summer Company Provider may result in the termination of its contract in accordance with its terms.

EXHIBIT “B” TO SCHEDULE “N”

PRIVACY POLICY

PROTECTING PERSONAL INFORMATION

The Province has adopted the following Privacy Policy (the “Policy”) and practices for the collection, use and disclosure of personal information that is contained in applications submitted through the Summer Company Initiative, or otherwise relates to the Summer Company Initiative. The purpose of this Policy is to explain how the Province safeguards the personal information provided in connection with the Summer Company Initiative. The Province is also subject to the [Freedom of Information and Protection of Privacy Act, 1990](#) (“FIPPA”), which governs the collection, use, and disclosure of personal information by the Province.

This Policy applies to Summer Company Providers.

The Province has the right to change this Policy at any time without notice.

DEFINITIONS

For the purposes of this Policy, capitalized terms not defined below or elsewhere in this Schedule, shall have the meanings ascribed to them in the Agreement:

“**Summer Company Provider**” means the entities who deliver the Summer Company Initiative including the Recipient.

POLICY PRINCIPLES

1. *Accountability*

- (a) The Province is responsible for the protection of Personal Information under its custodianship and control, in accordance with FIPPA, Part III, Protection of Individual Privacy.
- (b) The Province administers its portion of the Summer Company Initiative in accordance with the legal authority of the Province under the *Ministry of Economic Development and Trade Act*.
- (c) The Province has designated the Freedom of Information Coordinator with the responsibility of ensuring its compliance with this Policy and all applicable privacy laws, and of answering all questions and requests regarding the collection, use and disclosure of Personal Information. See section 10 below.

- (d) All Province and Summer Company Provider employees shall limit access to Personal Information to those individuals who have a need to know such information to administer the Summer Company Initiative.
- (e) This Policy applies solely to information collected by the Province or Summer Company Providers in connection with the Summer Company Initiative.

2. Identifying Purposes

- (a) The Province and Summer Company Provider collect, use and disclose Personal Information as is necessary solely for the purposes of administering, promoting and advertising the Summer Company Initiative and contacting Participants about other initiatives of the Province.
- (b) The Province and Summer Company Provider identify the purposes for which Personal Information is collected at or before the time the information is collected.

3. Consent

- (a) The Province and Summer Company Provider collect, use, or disclose Personal Information only with the knowledge and consent of the Participant or to whom the Personal Information relates, or with the knowledge and consent of his/her Guarantor, except where required or permitted by law.
- (b) Consent is not obtained through deception.
- (c) Notice of Collection is provided at the time of or prior to the collection of Personal Information.
- (d) The Participant or his/her Guarantor may withdraw his/her consent to the collection, use or disclosure of his/her personal information at any time, on reasonable notice. Withdrawing consent may result in withdrawal from the Summer Company Initiative and the Participant will not be permitted to make another Summer Company Initiative application in any future Funding Year.
- (e) In the event that the Participant or his/her Guarantor withdraws his/her consent, the Province will erase all the Participant's or Guarantor's Personal Information from the Summer Company Initiative information bank, unless there is an overriding legal requirement to retain the information.

4. Limiting Collection

- (a) The collection of Personal Information is limited to those purposes necessary for administering, promoting and advertising the Summer Company Initiative and contacting Participants.
- (b) The Province and Summer Company Provider collect personal information by fair and lawful means.

5. Limiting Use, Disclosure, and Retention

- (a) The Province and Summer Company Provider do not use or disclose Personal Information for purposes other than those for which it was collected, except with the express consent of the Participant or his/her Guarantor, or as required or permitted by law.
- (b) The Province retains Personal Information as long as necessary to fulfill the Summer Company Initiative's requirements, or as required by law.

6. Accuracy

- (a) The Province ensures, to the best of its ability, that Personal Information in its custody is accurate, complete and up-to-date.
- (b) To request a correction to one's own Personal Information after the completion of a Summer Company Cycle, contact the Freedom of Information Coordinator as described in section 10 below.

7. Safeguards

The Province and Summer Company Provider protect Personal Information in their custody by the following safeguards:

- (a) Physical (e.g. locked filing cabinets, restricted access, appropriate disposal of personal information).
- (b) Organizational (e.g. security clearances, access only on a "need to know" basis, employee training).
- (c) Technological (e.g. passwords, data encryption).

8. Openness

The Province may make available, upon a request in writing or by e-mail to the Freedom of Information Coordinator, the following information:

- (a) a description of the type of Personal Information held by the Province, including a general account of its use,
- (b) what Personal Information is made available to other organizations.

9. Individual Access

- (a) After the completion of a Summer Company Cycle, a Participant or his/her Guarantor **cannot** access his/her Personal Information via the Web Site. All requests for access to one's own Personal Information must therefore be submitted to the Freedom of Information Coordinator as described in section 10 below.
- (b) Access requests are governed by FIPPA and access is subject to the limits and exceptions outlined in FIPPA.
- (c) The Province will normally respond to the requester within 30 days after receiving a request.
- (d) The Province may, however, extend the thirty day time limit in certain circumstances.
- (e) A Participant or his/her Guarantor may request a correction of his/her Personal Information where the individual believes there is an error.

10. Requests, Questions and Complaints

Please contact the Freedom of Information Coordinator **in writing or by e-mail** at the address below if:

- (a) You have any questions or complaints about the Province's privacy policies and practices;
- (b) You wish to request access to or a correction of your Personal Information:

Freedom of Information Coordinator
 Ministry of Economic Development, Job Creation and Trade
 Corporate Services Division
 18th Floor, 56 Wellesley St W
 Toronto, ON M7A 2E7
 Telephone: 416-325-8776
 E-mail: alma.beard@ontario.ca

SCHEDULE "O"

SUMMER COMPANY INITIATIVE: RELEASE AND CONSENT FORM, ASSIGNMENT OF COPYRIGHT AND WAIVER OF MORAL RIGHTS FORM

**Ministry of Economic
Development,
Job Creation and Trade**

Office of the Deputy Minister

18th Floor
777 Bay Street
Toronto, ON M7A 1S5

Telephone: 416-326-3780

**Ministère du
Développement
économique,
de la Création d'emplois et
du Commerce**

Bureau de la sous-ministre

18e étage
777, rue Bay
Toronto, ON M7A 1S5

Téléphone : 416-326-3780



RELEASE AND CONSENT FORM

I _____, consent to the collection, use and disclosure of personal information in regards to my participation in the Summer Company Initiative including but not limited to financial and credit information. Personal information is collected under the authority of the *Ministry of Economic Development and Trade Act*, RSO. 1990 c. M. 27, as amended and will be used for the purposes of administering and advertising the Summer Company Initiative and contacting applicants about future initiatives. I consent to the disclosure of my personal information to Summer Company Initiative providers and other ministries for the purposes of administering, promoting and advertising the initiative and contacting student applicants. Questions about the collection of personal information can be directed to the Freedom of Information Co-ordinator, Ministry of Economic Development, Job Creation and Trade, Corporate Services Division, 18th Floor, 56 Wellesley St W, Toronto, ON M7A 2E7 (e-mail: alma.beard@ontario.ca).

Without limiting the generality of the foregoing, I allow the Ministry of Economic Development, Job Creation and Trade to use my personal information including my name, my image and/or a description of my summer job for the purposes of promoting the Summer Company Initiative, in media communications of any kind produced by or on behalf of the Ontario government. I understand and agree that media communications will include but not necessarily be limited to: the Ministry of Economic Development, Job Creation and Trade's website; social media such as Twitter, Facebook, LinkedIn, YouTube, etc.; newspaper/magazine articles; photos;

brochures; and advertisements. I waive any right to inspect or approve the finished media communications.

I agree to waive any and all rights that I may have to use the information and images referred to in this form and agree that any such information and images shall hereafter remain the exclusive property of the Ministry of Economic Development, Job Creation and Trade. Use of the information and images will be made without any acknowledgement or payment to me.

I release and agree to hold harmless the Ministry of Economic Development, Job Creation and Trade, its employees, representatives, agents and assigns, from all actions, claims and demands arising from the Ministry's use and disclosure of my image, my name and/or a description of my summer job in the production, reproduction or distribution of any of the media communications.

I have read this Release and Consent and the Notice of Collection under the *Freedom of Information and Protection of Privacy Act* before signing below, and I understand the contents.

Date

Name of student (please print)

Signature of Student

Address

The following is to be completed for Summer Company Initiative participants under 18 years of age.

I hereby certify that I am the parent or guardian of the above-named minor participant who is under the age of 18 years. For the consideration above, I consent that any images of the minor, recordings of the minor's voice, use of the minor's name and/or descriptions of the minor's participation in the Summer Company Initiative which have been or are about to be recorded by or on behalf of the Ministry, may be used and disclosed by it for the purposes and under the rights set out above, signed by the minor, with the same force and effect as if executed by me.

Date

Name of Parent or Guardian (please print)

Signature of Parent or Guardian

Address

**Ministry of Economic
Development,
Job Creation and Trade**

Office of the Deputy Minister

18th Floor
777 Bay Street
Toronto, ON M7A 1S5

Telephone: 416-326-3780

**Ministère du Développement
économique,
de la Création d'emplois et du
Commerce**

Bureau de la sous-ministre

18e étage
777, rue Bay
Toronto, ON M7A 1S5

Téléphone : 416-326-3780



Summer Company Initiative - Success Stories Submissions

Instructions for completing the Assignment of Copyright and Waiver of Moral Rights forms:

Each Success Story submission, which includes a story and photograph(s) of the Summer Company Initiative participant, will be accompanied by the attached Assignment of Copyright form and Waiver of Moral Rights form that has been completed and signed by the “storywriter” and “photographer” for each submission. The Summer Company Initiative participant him/herself or other person(s) may be the “storywriter” and/or “photographer”. The “storywriter” is the author of the story describing the student’s participation in the Summer Company Initiative. The “photographer” created the image(s) depicting the student’s participation in the Summer Company Initiative.

Prior to Success Story submission:

The “storywriter” will complete and duly sign, and have witnessed:

- (i) two original copies of the Assignment of Copyright form; and
- (ii) two original copies of the Waiver of Moral Rights form.

The “photographer” will do the same, even if the “storywriter” and “photographer” is the same person. Where the “storywriter” or “photographer” is a minor, the parent or guardian will also duly sign the two original copies of the Assignment of Copyright form and of the Waiver of Moral Rights form.

To accompany each Success Story submission:

The “storywriter” and “photographer” will each submit an Assignment of Copyright and Waiver of Moral Rights in respect of their “story” and “photograph(s)” respectively – for a total of four original forms to accompany each Success Story submission to the Recipient.

The “storywriter” and the “photographer” will each keep an original copy of the two forms.

(please sign two original copies of this form)

SUCCESS STORIES: STORYWRITER / PHOTOGRAPHER

ASSIGNMENT OF COPYRIGHT (Part 1 of 2)

THIS ASSIGNMENT made in duplicate as of *(insert date)* _____.

The undersigned agrees to assign and now does assign and transfer unto the Queen's Printer for Ontario all of the undersigned's right, title and interest in and to the copyright in Canada and internationally of the following original work(s):

- *For stories: list the story describing the student's participation in the Summer Company Initiative (include participant's name/summer job and name of storywriter if different from participant) in which copyright is being assigned; attach the text*
- *For images: list the photograph(s) featuring action shot of student or display of product with student and no third parties (include participant's name/summer job and name of photographer if different from participant) in which copyright is being assigned to the Crown; attach photocopy of each image*

for the remainder of the unexpired term of the copyright.

IN WITNESS WHEREOF THE UNDERSIGNED HAS EXECUTED THIS ASSIGNMENT.

Date

Signature of Assignor
(storywriter/photographer)

Date

Signature of Parent or Guardian
(if Assignor is a minor)

Date

Signature of Witness

[If the Assignor is a corporation, use the signature block below]

Name of corporation: _____

Authorized signature: _____

Name (please print): _____

Title: _____

Date: _____

I have authority to bind the corporation.

(please sign two original copies of this form)

SUCCESS STORIES: STORYWRITER / PHOTOGRAPHER

WAIVER OF MORAL RIGHTS (Part 2 of 2)

THIS WAIVER OF MORAL RIGHTS is made in duplicate.

I, _____, the author of the story describing the student's participation in the Summer Company Initiative / the photographer of the image(s) depicting the student's participation in the Summer Company Initiative (please underline author or photographer as applicable) described in an assignment of copyright dated _____, signed by me in favour of the Queen's Printer for Ontario ("the Crown"), expressly, irrevocably and without restriction, waive in favour of the Crown and all sublicensees and assignees all my Moral Rights with respect to all such stories / photographs.

In this Waiver of Moral Rights, "Moral Rights" has the same meaning as in the *Copyright Act*, R.S.C. 1985, c. C-42, as amended or replaced from time to time and includes comparable rights in applicable jurisdictions.

IN WITNESS WHEREOF I have executed this Waiver of Moral Rights.

Date

Signature
(storywriter/photographer)

Date

Signature of Parent or Guardian
(if storywriter/photographer is a minor)

Date

Signature of Witness

SBEC PROGRAM GUIDELINES

SBEC CORE INITIATIVE

BACKGROUND

In recognition of the vital role that entrepreneurial activity and businesses play in Ontario's economy and specifically in the growth and prosperity of local communities, Small Business Enterprise Centres (SBECs or Recipients) were created in local communities across Ontario to deliver various services and programs.

The SBEC Core programming dates back to the mid 1980's with a few pilot Business Self-Help Offices (BSHOs). There are currently 47 SBEC locations across Ontario.

DESCRIPTION

Under transfer payment agreements, the Province provides funding to SBECs (including municipalities and non-profit entities). The SBEC Core Initiative consists of Client services and supports to entrepreneurs and new businesses within a municipality and surrounding service region ("Service Region"). The Recipients assist in the formation and support of new businesses by promoting their early growth and success.

The SBECs are part of the Ontario Network of Entrepreneurs ("ONE"). ONE was launched on May 15, 2013 and is made up of the SBEC Program, the Regional Innovation Centres ("RICS") program and the Business Advisory Services program all of which are funded by the Province.

MANDATE

The mandate of the SBEC Core Initiative is to help build a prosperous and fair Ontario by:

1. Assisting small "Main Street" businesses, including entrepreneurs and new business start-ups.
2. Providing stability and early-growth support to existing small businesses which are typically:
 - a. Less than five (5) years in operation, and
 - b. Have under ten (10) employees

3. Improving the success rate and longevity of small businesses in Ontario.
4. Raising the profile and promoting small businesses in Ontario as an important part of the community and as a viable career choice.

SBECs provide:

1. Training and business skills development to help small businesses maintain or expand their own business;
2. Business supports to help start businesses, and to help businesses to prosper and expand;
3. A variety of services, events, and activities targeted at supporting small businesses; and
4. Data collection of a number of metrics to help understand and assess the local economic environment and performance.

FUNDING ARRANGEMENTS

Ministry and Municipality/Non-Profit Funding Arrangements

1. The SBEC Core Initiative is funded by the Ministry of Economic Development, Job Creation and Trade, except for the SBECs in Northern Ontario locations which are funded by the Ministry of Energy, Northern Development and Mines. Under the SBEC, individual municipalities or other non-profit entities receive transfer payment funding for the delivery of the SBEC Core Initiative within the Service Region.
2. The municipality or non-profit entity may also provide their own funding for operation costs of the SBEC.
3. SBECs are not offices, agencies or otherwise a part of the Province; SBEC staff are primarily municipal employees or employees of non-profit entities. SBECs are managed locally, coordinated and networked across Ontario, and eligible for financial support under transfer payment agreements, and other private sector supports.
4. SBECs must enter into a transfer payment agreement acceptable to the Province in order to receive any funding under the Initiative.
5. Funding by the Province for this SBEC Core Initiative is a non-entitlement initiative. As such, notwithstanding that an SBEC applicant for funding has submitted a complete application, there is no guarantee that the SBEC applicant will be awarded funding by the Province.

Other public supports or private sector partnerships/sponsorships

SBECs are encouraged to seek public supports in addition to funding that may be provided by the Province or private sector partnerships/sponsorships in order to supplement the resource base available for Client services. Additional funding supports may be in the form of cash and/or in-kind contributions.

REQUIREMENTS AND SERVICES

General Description

Under the transfer payment agreements with the Province, individual SBECs must be engaged in business activities in their communities, the surrounding Service Region and the ONE region and meet the following requirements:

1. SBECs are required to engage with the community by offering business services, financing options, events, and activities to Clients throughout the Service Region.
2. SBECs must also undertake data collection, maintain Client information in a confidential manner, and maintain appropriate organizational insurance coverage.
3. SBECs are required to attend and participate in all ministry sponsored or funded events, such as regional meetings. SBECs are required to follow these Guidelines.

Community Engagement

As ONE members, SBECs should be:

1. Active in the community, developing, and promoting their centres as a visible resource, and
2. Providing services within the mandate to all individuals who visit or contact the SBEC, regardless of their place of residence.

Events, Activities and Services

Business outreach and networking activities should also include: local businesses, Chambers of Commerce, post-secondary institutions etc. within the specific SBEC's Service Region, which may be both within and outside the region of the municipality.

Events to be organized by SBECs in connection with the SBEC Core Initiative are to focus on entrepreneurship, small and medium business, and business development. These business outreach and networking activities may include but are not limited to offering or undertaking:

1. Information kiosks,
2. Workshops/seminars,

3. Speaking engagements,
4. Small business and entrepreneurship events,
5. Mentoring,
 - Youth outreach activities, including but not limited to
 - High school activities,
 - Post-secondary activities, and
 - Activities targeted at Youth not- in-school
6. Business referrals.

A description of the types of small business and entrepreneurship events in connection with the Initiative is outlined in the table below.

UNDER THE SBEC CORE INITIATIVE EACH SBEC IS EXPECTED TO OFFER THE FOLLOWING SERVICES	
<ul style="list-style-type: none"> • Provide information to new entrepreneurs and new and existing small business owners. 	<ul style="list-style-type: none"> • Provide referrals for third party “professional consultations” on an as-needed basis.
<ul style="list-style-type: none"> • Promote and distribute publications and materials related to the SBEC Core Initiative. 	<ul style="list-style-type: none"> • Conduct and/or facilitate seminars and workshops for new and existing entrepreneurs on topics related to business start-up, operations and management. Initial one-on-one consultation to be provided on a no fee basis to each Client. Any additional consultations (advanced/in-depth level) may be offered to the Client. Fees, if any, and the amount (cost-recovery or otherwise) are to be determined by the SBEC.
<ul style="list-style-type: none"> • Process – on a non-fee basis – general inquiries (face-to-face and electronically) related to business start-up and growth, operations and management and SBEC Core Initiatives and other services available. 	<ul style="list-style-type: none"> • Provide mentoring and/or coaching service to Clients. Services may be delivered on a non-fee or fee basis.
<ul style="list-style-type: none"> • Actively promote Initiatives related to small business opportunities. 	<ul style="list-style-type: none"> • Provide outreach services to: <ul style="list-style-type: none"> ○ The Service Region served by the SBEC on a market need basis; ○ Local businesses, Chambers of Commerce, post-secondary institutions etc.
<ul style="list-style-type: none"> • Provide all services to the public under the transfer payment agreement in accordance with the <i>French Language Services Act</i> (Ontario). 	<ul style="list-style-type: none"> • Develop, promote and provide networking opportunities for small business owners.
	<ul style="list-style-type: none"> • Each SBEC is expected to offer targeted events to service specific demographics each fiscal year, including, but not limited to: Women, Francophone, Aboriginal, Youth, and/or Accessibility events.

Location

TO BE DETERMINED BY THE RECIPIENT	LOCATION STANDARDS
<p>Conform to SBEC requirements, if any (e.g. Board/Municipality visibility standards).</p>	<ul style="list-style-type: none"> • A highly visible location in the central business district for each SBEC (i.e. located in a mall, on a main street or in a visible area in city hall or other suitable public building); • Access to parking and public transit; • Free access to building (does not require security key, sign in, doorbell, etc.); • Appropriate space to fulfill core services including reception area; • Private office for consultations; • Separate space for resource centre; • Access to boardroom/meeting space; and, • Appropriate accessibility access.

Signage/Visibility

TO BE DETERMINED BY THE RECIPIENT	SIGNAGE REQUIREMENTS
<p>Name/logo of SBEC.</p>	<p>Visible signage outside and inside featuring:</p> <ul style="list-style-type: none"> • SBEC name; • Outside sign visible from 50 metres; • Inside signage to make a distinction between founding or core partners; and other partners/sponsors. • Bilingual signage when the SBEC is located in a Designated Bilingual Area (DBA) as per the <i>French Language Services Act</i> (Ontario). • Appropriate use of Provincial logos as supplied and directed by the Province, including the Trillium logo, the ONE Brand logo, and Youth entrepreneurship logos, such as Summer Company

	Initiative, Starter Company Initiative etc.
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PERFORMANCE INDICATORS

SBECs will be required to collect, compile, analyze, and report to Province on the nature and number of:

- Businesses Started
- Businesses Purchased
- Businesses Expanded
- Jobs Created
- Inquires
- New Client Consultations (Starting a Business)
- New Client Consultations (Existing Business)
- Repeat Client Consultations
- French Language Consultations
- Referrals to Public Sector
- Referrals to Private Sector Professionals
- Workshops/Seminars
- Outreach Connections
- Events Hosted
- Events Attendance
- Mentorship matches

CONFIDENTIALITY, PRIVACY POLICY AND CONFLICT OF INTEREST

Client Confidentiality

Under the *Freedom of Information and Protection of Privacy Act* (Ontario) ("FIPPA"), the Province is responsible for protecting the personal information that it holds to carry out its responsibilities.

The privacy protection rules of FIPPA govern all aspects of personal information, including its collection, use, disclosure, retention, and secure destruction.

SBECs shall collect and maintain Client records and information to the appropriate standards so that:

- When collecting personal information from Clients, precautions are taken to ensure this information is safeguarded from unauthorized collection, use, disclosure, retention, and secure destruction.

- All records containing personal information and personal information banks shall be kept in compliance with FIPPA requirements and standards.

Privacy Policy

SBECs will be required to provide the Province with a copy of their respective privacy policies. The SBECs are subject to FIPPA, which governs the collection, use, and disclosure of personal information.

Please note that the Province is subject to FIPPA. FIPPA provides every person with a right of access to information in the custody or under the control of the Province, subject to a limited set of exemptions.

Conflict of Interest

SBECs will be required to provide the Province with a copy of their respective conflict of interest guidelines.

TRAVEL AND HOSPITALITY

Any disbursement of Funds to the Recipient shall be subject to the Recipient's guidelines on travel, meal and hospitality expenses provided that such guidelines are no less stringent than the guidelines set out in the Province's Travel, Meal and Hospitality Expenses Directive, dated January 1, 2017 as may be amended from time to time ("Travel Directive") please see: <https://www.ontario.ca/document/travel-meal-and-hospitality-expenses-directive>

ELIGIBLE AND INELIGIBLE EXPENSES

Any Funds provided under transfer payment agreements are subject to the eligible and ineligible expenditures as described in such agreements.

SBEC Program Guidelines as may be amended from time to time can be accessed at any time at <https://www.ontariocanada.com/ecr/controller/ReportHelp> ("Guidelines")

IN THE EVENT OF ANY INCONSISTENCIES IN THE ABOVE AS COMPARED TO THE GUIDELINES (ACCESSIBLE AT THE ABOVE LOCATION), THE GUIDELINES SHALL PREVAIL.

The Corporation of the City of Kawartha Lakes

By-Law 2019 -

A By-Law To Amend The Township of Fenelon Zoning By-Law No. 12-95 To Rezone Land Within The City Of Kawartha Lakes

File D06-2019-014, Report PLAN2019-049, respecting Part Lot 12, Concession 7, geographic Township of Fenelon, identified as 356 Country Lane – Moore

Recitals:

1. Sections 34 and 39 of the Planning Act, R.S.O. 1990, c.P.13 authorizes Council to determine the appropriate zoning categories and provisions assigned to land.
2. Council has received an application to amend the categories and provisions relating to a specific parcel of land to permit the temporary use of the land for a Garden Suite.
3. A public meeting to solicit public input has been held.
4. Council deems it appropriate to rezone the Property.

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 Part Lot 12, Concession 7, geographic Township of Fenelon, City of Kawartha Lakes, and identified as 356 Country Lane.
- 1.02 **Textual Amendment:** By-law No. 12-95 of the Township of Fenelon is further amended to add the following section to Section 8.3:
 - “8.3.24 Agricultural Exception Twenty-Four (A1-24) Zone
 - 8.3.24.1 Notwithstanding the uses permitted in Section 8.1, on lands zoned A1-24, a garden suite is also permitted and is subject to the following provisions:
 - 8.3.24.2 A “Garden Suite” means a temporary, detached dwelling unit that is designed and constructed to be portable and is ancillary to an existing detached dwelling.
 - 8.3.24.3 A “Garden Suite” shall be connected to the existing water supply and sanitary sewage disposal system serving the principal dwelling and shall not exceed a gross floor area of 150 square metres and shall be permitted for a period of twenty (20) years commencing on the date that the A1-24 Zone is in effect.”

- 1.03 **Schedule Amendment:** Schedule 'A' to By-law No. 12-95 of the Township of Fenelon is further amended to change the zone category from the Agricultural (A1) Zone to the Agricultural Exception Twenty-Four (A1-24) Zone for the land referred to as 'A1-24', as shown on Schedule 'A' attached to this By-law.

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 Sections 34 and 39 of the Planning Act, R.S.O. 1990, c.P.13.
- 2.02 **Expiry Date:** This By-law shall expire on the ** day of ***, 2039, in accordance with the provisions of Section 39.1(4) of the Planning Act, R.S.O. 1990, c.P.13.

By-law read a first, second and third time, and finally passed, this ** day of ***, 2019.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

THE CORPORATION OF THE CITY OF

KAWARTHA LAKES

THIS IS SCHEDULE 'A' TO BY-LAW _____ PASSED

THIS _____ DAY OF _____ 2019.

MAYOR _____

CITY CLERK _____

Geographic Township of Fenelon

Lot 14

Concession 6

Lot 13

Country Lane

Concession 7

Lot 12

A1-24

Lot 11

Highway 35

The Corporation of the City of Kawartha Lakes

By-Law 2019 -

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 D06-2019-020, Report PLAN2019-047, respecting Part Lot 18 Concession 12, former Township of Manvers, identified as 1067 Fleetwood Road – Trevor and Lorraine Nesbitt]

Recitals:

1. Section 34 of the Planning Act, R.S.O. 1990, c.P.13 authorizes Council to determine the appropriate zoning categories and provisions assigned to land.
2. Council has received an application to amend the categories and provisions relating to a specific retained parcel of land for:
 - a) the Rural General (A1) Zone to prohibit residential use on the agricultural lands;
 - b) the Open Space (O1) Zone to prohibit development, building or structures;
 - c) the A1 Zone and Open Space (O1) Zone to be considered as one (1) lot area; and
 - d) the zone boundary for the two zones to be considered a lot line for the purposes of the Zoning By-law requirements on the proposed retained portion of the property to fulfil a condition of consent approval.
3. Council has received an application to amend the categories and provisions relating to a specific severed parcel of land for:
 - a) the Rural Residential Type One Zone (RR1) Zone to restrict the use on the lot to residential and residential accessory uses
4. A public meeting to solicit public input has been held.
5. Council deems it appropriate to rezone the Property.

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 Part Lot 18, Concession 12, former Township of Manvers, now City of Kawartha Lakes.

- 1.02 **Schedule Amendment:** Schedule A to By-law No. 87-06 of the Township of Manvers is further amended to change the zone category from the Rural General (A1) Zone to the Open Space (O1) Zone as shown on Schedule A attached to this By-law.
- 1.03 **Schedule Amendment:** Schedule A to By-law No. 87-06 of the Township of Manvers is further amended to change the zone category from the Rural General (A1) Zone to the Rural General Special 41 (A1-S41) Zone as shown on Schedule A attached to this By-law.
- 1.04 **Textual Amendment:** By-law No. 87-06 of the Township of Manvers is further amended to add the following to Section 10.4:
- “oo. Notwithstanding Subsection 10.1, on lands zoned A1-S41, a dwelling and associated accessory uses thereto are not permitted.”
- 1.05 **Textual Amendment:** By-law No. 87-06 of the Township of Manvers is further amended to add the following to Section 20.16:
- “i. Where the A1-S41 and O1 appear together on any schedule to the Bylaw and share a common boundary, then the combined area of the A1-S41 and O1 zones shall be considered to be one lot and the minimum lot area requirements of the A1 Zone shall apply to the combined area. The zone boundary shall be considered a lot line for the purposes of applying the zone requirements and general provisions of this By-law.”
- 1.06 **Schedule Amendment:** Schedule A to By-law No. 87-06 of the Township of Manvers is further amended to change the zone category from the Rural General (A1) Zone to the Rural Residential Type One (RR1) Zone as shown on Schedule A attached to this By-law.

Section 2:00 General Terms

- 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 R.S.O. 1990, c.P.13.

By-law read a first, second and third time, and finally passed, this ** day of September, 2019.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

THE CORPORATION OF THE CITY OF

KAWARTHA LAKES

THIS IS SCHEDULE 'A' TO BY-LAW _____ PASSED

THIS _____ DAY OF _____ 2019.

MAYOR _____

CITY CLERK _____

Geographic Township of Manvers

Concession 13

Pigeon Creek Rd

Lot 17

Lot 18

Lot 19

St. Mary's Rd


Concession 12

A1-S41

Fleetwood Rd

Concession 11

RR1

Legend:  O1

The Corporation of the City of Kawartha Lakes

By-Law 2019 -

A By-Law To Amend The Town of Lindsay Zoning By-Law No. 2000-75 To Rezone Land Within The City Of Kawartha Lakes

File D06-2019-019, Report PLAN2019-050, respecting Lots 8-23, Registered Plan 57M-802, former Town of Lindsay, identified as 97-129 Springdale Drive, Squires Built Homes Inc.

Recitals:

1. Section 34 of the Planning Act, R.S.O. 1990, c.P.13 authorizes Council to determine the appropriate zoning categories and provisions assigned to land.
2. Council has received an application to amend the categories and provisions relating to specific parcels of land to permit decks above walkout basements to project into the rear yard setback on the subject lands.
3. A public meeting to solicit public input has been held.
4. Council deems it appropriate to rezone the Property.

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 Lots 8-23, Registered Plan 57M-802, former Town of Lindsay, City of Kawartha Lakes.
- 1.02 **Textual Amendment:** By-law No. 2000-75 of the Town of Lindsay is further amended to add the following section to Section 6.3:

"6.3.25 R1-S20 Zone

Notwithstanding Subsections 6.2 (h) and 5.24, on land zoned R1-S20 the following requirements shall apply:

- i) The maximum lot coverage for all buildings shall be 40%; and
- ii) An open deck and or steps with a maximum height of 4.3 metres may extend a distance of not more the 3.85 metres into the rear yard setback.

All other requirements of the R1 Zone and the By-law continue to apply.

- 1.03 **Schedule Amendment:** Schedule 'A' to By-law No. 2000-75 of the Town of Lindsay is further amended to change the zone category from the Residential One Special Seventeen (R1-S17) Zone to Residential One Special Twenty (R1-S20) Zone for the land referred to as 'R1-S20', as shown on Schedule 'A' attached to this By-law.

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 R.S.O. 1990, c.P.13.

By-law read a first, second and third time, and finally passed, this ** day of ***, 2019.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

THE CORPORATION OF THE CITY OF

KAWARTHA LAKES

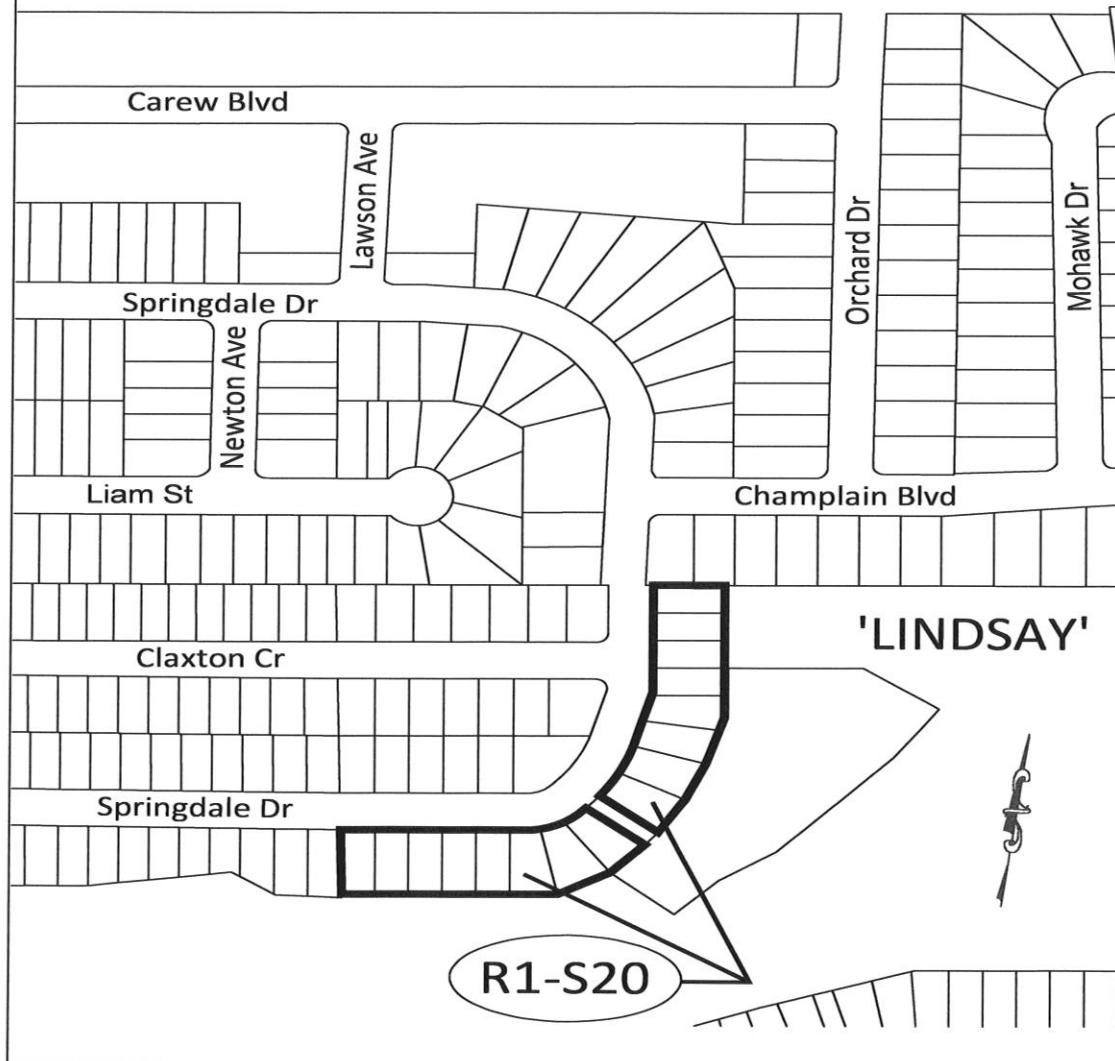
THIS IS SCHEDULE 'A' TO BY-LAW _____ PASSED

THIS _____ DAY OF _____ 2019.

MAYOR _____

CITY CLERK _____

Geographic Township of Ops



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, September 24, 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, September 24, 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 24 day of September 2019.

Andy Letham, Mayor

Cathie Ritchie, City Clerk