

The Corporation of the City of Kawartha Lakes Agenda

Regular Council Meeting

CC2020-15

Tuesday, December 15, 2020

Open Session Commencing at 1:00 p.m. - Electronic Public Participation

Council Chambers

City Hall

26 Francis Street, Lindsay, Ontario K9V 5R8

Members:

Mayor Andy Letham

Deputy Mayor Patrick O'Reilly

Councillor Ron Ashmore

Councillor Pat Dunn

Councillor Doug Elmslie

Councillor Tracy Richardson

Councillor Kathleen Seymour-Fagan

Councillor Andrew Veale

Councillor Emmett Yeo

Note: This will be an electronic participation meeting and public access to Council Chambers will not be available. Please visit the City of Kawartha Lakes YouTube Channel at <https://www.youtube.com/c/CityofKawarthaLakes> to view the proceedings.

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**
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. **2020 Deputy Mayor Report**
6. **2021 Deputy Mayor Election**

Presiding Officer - Cathie Ritchie, City Clerk

 - 6.1. CC2020-15.6.1

Call for Nominations for Deputy Mayor

That _____ be nominated as Deputy Mayor for the City of Kawartha Lakes.

Second and Final Call for Nominations for Deputy Mayor.

Motion to Close Nominations for Deputy Mayor.

That nominations for the election of Deputy Mayor be closed.
 - 6.2. CC2020-15.6.2

Appointment of Scrutineer (in the case of an election)

That _____ be appointed scrutineer.
 - 6.3. CC2020-15.6.3

Recess to Conduct Voting (in the case of an election)

6.4.	CC2020-15.6.4	
	Return to Council Session	
6.5.	CC2020-15.6.5	
	Deputy Mayor Election Results Declared	
6.6.	CC2020-15.6.6	
	Motion to Authorize the Destruction of the Ballots (in the case of an election)	
	That Council authorize the destruction of the ballots for the election of Deputy Mayor.	
6.7.	CC2020-15.6.7	
	Introductory Remarks from the Deputy Mayor Elect	
7.	Council Minutes	26 - 74
	Special Council Meeting Minutes, November 12, 2020	
	Regular Council Meeting Minutes, November 17, 2020	
	Special Council Meeting Minutes, December 1, 2020	
8.	Deputations	
8.1.	CC2020-15.8.1	75 - 88
	Martin Municipal Drain Petition	
	(Item 13.1.2 on the Agenda)	
	Diane Dilling	
9.	Correspondence	
9.1.	CC2020-15.9.1	89 - 90
	Correspondence Regarding the Creation of an Annual Winter Festival in the City of Kawartha Lakes	
	David Robinson	
9.2.	CC2020-15.9.2	91 - 91
	Correspondence Regarding the Martin Municipal Drain Petition	
	(Item 13.1.2 on the Agenda)	
	Scott and Cindy Haney	

9.3.	CC2020-15.9.3	92 - 92
	Correspondence Regarding the Martin Municipal Drain Petition (Item 13.1.2 on the Agenda) George and Shirley Salter	
10.	Petitions	
10.1.	CC2020-15.10.1	93 - 95
	Petition Regarding the Condition of Hickory Beach Road, from CKL Road 30 to Sandy Point Road, and CKL Road 30 from Hickory Beach Road to CKL Road 25 (A Complete Copy of the Petition is Available Through the City Clerk's Office) Greg Mills, President, Hickory Beach Association	
11.	Presentations	
12.	Planning Advisory Committee	
12.1.	Correspondence Regarding Planning Advisory Committee Recommendations	
12.2.	Planning Advisory Committee Minutes	96 - 105
	Planning Advisory Committee Minutes, December 2, 2020 That the Minutes of the December 2, 2020 Planning Advisory Committee Meeting be received and the recommendations, included in Section 12.3 of the Agenda, be adopted.	
12.3.	Business Arising from Planning Advisory Committee Minutes	

12.3.1. PAC2020-056

That Report PLAN2020-059, Part Lot 5, S of Wellington St, Part 1, 57R-5112, former Town of Lindsay, now City of Kawartha Lakes, identified as 44-64, 66 William Street North, J Eighteen Corp. – D01-2020-005, and D06-2020-023, be received; and

That PLAN2020-059 respecting Applications D01-2020-005, and D06-2020-023 be referred back to staff to address any issues raised through the public consultation process and for further review and processing until such time that all comments have been received from all circulated agencies and City departments, and that any comments and concerns have been addressed.

12.3.2. PAC2020-057

That Report PLAN2020-060, respecting Part of Lots 31 to 34, Part of Part 1 on 57R-4102 and Part 2 on 57R-8168, Geographic Township of Bexley and identified as 7 Copes Lane – Application D06-2020-026, be received;

That a Zoning By-law Amendment respecting application D06-2020-026, substantially in the form attached as Appendix D to Report PLAN2020-060, 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.

12.3.3. PAC2020-058

That Report PLAN2020-057, **Additional Residential Units**, be received;

That By-laws to implement the proposed Official Plan Amendments, substantially in the form attached as Appendices B, C, D, E, and F to Report PLAN2020-057, be referred to Council for adoption;

That the Zoning By-law Amendment to the Oak Ridges Moraine Zoning By-law 2005-133 substantially in the form attached as Appendix G to Report PLAN2020-057, be referred to Council for adoption;

That the Zoning By-law Amendment to the City's 18 Zoning By-laws, substantially in the form attached as Appendix H to Report PLAN2020-057, be referred to Council for adoption;

That the Additional Residential Unit Registration By-law, substantially in the form attached as Appendix I to Report PLAN2020-057 be referred to Council for adoption; and

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

12.3.4. PAC2020-059

That Report PLAN2020-058, **Three Lakes Developments Inc. (Former Rokeby) Subdivision Agreement**, be received;

That the Subdivision Agreement for the Three Lakes Developments Inc. (Former Rokeby) Subdivision, City of Kawartha Lakes, substantially in the form attached as Appendix C to Report PLAN2020-058 be approved by Council;

That the recommended payment of Development Charges, as outlined in the draft subdivision agreement contained in Appendix C to Report PLAN2020-058, be received and approved by Council; and

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

12.3.5. PAC2020-060

That Report ED2020-026, **Economic Recovery Task Force Sub-Committee Recommendations**, be received for information.

12.3.6. PAC2020-061

That Report ENG2020-014, Municipal Infrastructure Design Guidelines – Annual Update, be received;

That Staff be directed to continue to update and to add to the information available on the City’s website, including templates and details, to facilitate engineering design submissions for development; 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.

12.3.7. PAC2020-062

That Report ENG2020-015, Subdivision Agreement Template Updates – Engineering and Corporate Assets, be received;

That the City’s subdivision agreement and cost estimate schedule templates be updated and amended, as outlined in Appendix A and B, respectively, to Report ENG2020-015; 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.

12.4. Items Extracted from Planning Advisory Committee Minutes

13. Consent Matters

That all of the proposed resolutions shown in Section 13.1 and 13.2 of the Agenda be approved and adopted by Council in the order that they appear on the agenda and sequentially numbered.

13.1. Reports

13.1.1. ENG2020-027

106 - 115

Recommendations from the November 24, 2020 Drainage Board Meeting (Desroche Petition)

Michael Farquhar, Supervisor of Technical Services

That Report ENG2020-027, Recommendations from the November 24, 2020 Drainage Board Meeting (Desroche Petition), be received;

That Council proceed with the petition submitted by Janette Desroches for drainage works for Concession 4, South ½ Lot 15 Geographic Township of Mariposa to be known as the “Desroches Municipal Drain” and instruct the City Clerk to proceed with the notices required under Section 5 of the Drainage Act; and

That pursuant to Section 8(1) of the Drainage Act, R.S.O. 1990, Chapter D. 17, Staff recommend to Council Michael Gerrits of M. Gerrits Consulting Inc. for the examination of the area requiring drainage and proceed with the requirements of the proposed Desroches Municipal Drain.

13.1.2.

ENG2020-028

116 - 139

Recommendations from the November 24, 2020 Drainage Board Meeting (Martin Petition)

Michael Farquhar, Supervisor of Technical Services

That Report ENG2020-028, Recommendations from the November 24, 2020 Drainage Board Meeting (Martin Petition), be received;

That Council proceed with the petition submitted by Adam Martin for drainage works for Concession 12, Part Lot 19 Geographic Township of Emily to be known as the Martin Municipal Drain and instruct the City Clerk to proceed with the notices required under Section 5 of the Drainage Act; and

That pursuant to Section 8(1) of the Drainage Act, R.S.O. 1990, Chapter D. 17, Staff recommend to Council Michael Gerrits of M. Gerrits Consulting Inc. for the examination of the area requiring drainage and proceed with the requirements of the proposed Martin Municipal Drain

13.1.3.

RS2020-025

140 - 153

Amending Lease Agreement for 193 Centreline Rd., Omemee

Christine Oliver, Law Clerk, Realty Services

That Report RS2020-025, Bell Mobility Inc. Amending Lease Agreement for 193 Centreline Road, Omemee, be received; and

That the Mayor and Clerk be authorized to execute an amending lease agreement on behalf of the Corporation of the City of Kawartha Lakes with Bell Mobility Inc. for the purpose of constructing a new telecommunications tower at 193 Centreline Road, in the Geographic Township of Emily, which amends the agreement completed on the 1st day of December, 2015.

13.1.4. ED2020-028 154 - 166

Kawartha Lakes Innovation Cluster Pilot Project Extension

Rebecca Mustard, Manager of Economic Development

That Report ED2020-028, Kawartha Lakes Innovation Cluster Pilot Project Extension, be received; and

That the Mayor and Clerk be authorized to execute a revised agreement with the Innovation Cluster - Peterborough Kawartha as outlined in Appendix A to Report ED2020-028.

13.1.5. RS2020-027 167 - 199

180 Kent St. Lease – Innovation Cluster

Robyn Carlson, City Solicitor

That Report RS2020-027, 180 Kent St. Lease – Innovation Cluster – Peterborough and the Kawartha, be received; and

That the Mayor and Clerk be authorized to execute the Lease Agreement attached as Appendix A on behalf of the Corporation of the City of Kawartha Lakes, being a Lease Agreement with the Innovation Cluster - Peterborough and the Kawarthas.

13.1.6. LIC2020-002 200 - 263

Charitable Road Tolls Supplemental Report

Aaron Sloan, Manager, Municipal Law Enforcement and Licensing

That Report LIC2020-002 **Charitable Road Tolls – Supplemental Report**, be received;

That the proposed by-law, being a By-law to Regulate Charitable Road Tolls in the City of Kawartha Lakes, attached as Appendix C to Report LIC2020-002 be approved;

That By-law 2015-199 being a By-Law to Regulate Charitable Road Tolls in the City of Kawartha Lakes be repealed; and

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

13.1.7.

PUR2020-033

264 - 266

2020-71-CQ Construction of a Washroom Facility at Garnet Graham Park, Fenelon Falls

Ashley Wykes, Buyer

That Report PUR2020-033, **2020-71-CQ Construction of a Washroom Facility at Garnet Graham Park, Fenelon Falls**, be received;

That MVW Construction & Engineering Inc., being the lowest compliant bid, be awarded 2020-71-CQ Construction of a Washroom Facility at Garnet Graham Park, Fenelon Falls for the quotation price of \$419,967 not including HST;

That subject to receipt of the required documents, the Mayor and City Clerk be authorized to execute the agreement to award this quotation; and

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

13.1.8.

PUR2020-034

267 - 269

Request for Quotation 2020-81-OQ Calibration and Maintenance of Weigh Scales at Various Landfill Sites

Marielle van Engelen, Buyer

Kerri Snoddy, Regulatory Compliance Officer

That Report PUR2020-034, **Request for Quotation 2020-81-OQ Calibration and Maintenance of Weigh Scales at Various Landfill Sites**, be received;

That Masstec Weighing Systems Inc., of Peterborough, be awarded Request for Quotation 2020-81-OQ Calibration and Maintenance of Weigh Scales for a three (3) year term at Various Landfill Sites for the estimated annual quoted amount of \$33,436.00 plus HST;

That Council authorizes the option to renew the contract including adjustments subject to Consumer Price Index for an additional three (3) - one (1) year terms, based on annual budget approval, mutual agreement and successful completion of the initial term and each term thereafter; and

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

13.1.9.

CS2020-013

270 - 273

Bobcaygeon Legacy C.H.E.S.T. Fund 2021 Allocation

LeAnn Donnelly, Executive Assistant, Community Service

That Report CS2020-013, **Bobcaygeon Legacy C.H.E.S.T. Fund 2021 Allocation**, be received;

That total funding in the amount of \$65,655.50 be provided, with the allocation to come from the Bobcaygeon Legacy C.H.E.S.T. Fund Reserve (3.24320), for the projects as approved by the Bobcaygeon Legacy C.H.E.S.T. Fund Grant Committee at its meeting of November 3, 2020 as follows:

Bobcaygeon Canada Day Committee	\$ 829.75
Globus Theater	\$ 8,000.00
Impact 32 – Beautify Our Bobcaygeon	\$10,708.00
Bobcaygeon Lawn Bowling Club	\$ 1,476.75
Bobcaygeon District Lions Club	\$10,206.00
Environmental Action Bobcaygeon	\$ 5,000.00
Kawartha Region Arts & Heritage Society	\$ 9,975.00
Royal Canadian Legion Branch 239	\$19,460.00

That \$4,264.16 (10% of interest earned from January 1 to August 31, 2020) be retained in the principle of the Bobcaygeon Legacy C.H.E.S.T. Fund Reserve (3.24320) for inflationary growth of the fund; and

That the remaining \$61,743.37 of available funds not allocated in 2021 be available for distribution in a future year.

13.1.10.

ENG2020-024

274 - 277

Additional Funds required for RD2010 (Streetlight Replacement Program)

Mike Farquhar, Supervisor of Technical Services

That Report ENG2020-024, **Additional Funds required for RD2010 (Streetlight Replacement Program)**, be received; and

That Council authorizes funds in the amount of \$72,234.98 to be added to capital project 9832010 from the Capital Contingency reserve (1.32248).

Request to Prohibit Commercial Through Traffic in the Cloverlea Development in Lindsay

Joseph Kelly, Senior Engineering Technician

That Report ENG2020-025, **Request to Prohibit Commercial Through Traffic in the Cloverlea Development**, be received;

That all commercial through traffic be restricted at all times on all internal roads of the Cloverlea development with the exception of local deliveries;

That the necessary By-law 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.

Request for Stop Control – Sanderling Court and Pickerel Point Road Intersections

Joseph Kelly, Senior Engineering Technician

That Report ENG2020-026 **Request for Stop Control – Sanderling Court and Pickerel Point Road Intersections**, be received;

That a stop sign be installed at the east intersection of Sanderling Court and Pickerel Point Road on the Sanderling Court (northern) approach;

That a stop sign be installed at the west intersection of Sanderling Court and Pickerel Point Road on the Sanderling Court (northern) approach;

That the necessary By-laws for the above recommendations be forwarded to council for adoption; and

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

A By-law to Deem Lot 16, Plan 224 (63 North Taylor Road), Geographic Township of Eldon (Ullah and Nutan) – Planning File D30-2020-004

David Harding, Planner II

That Report PLAN2020-062, A By-Law to Deem Lot 16, Plan 224 (63 North Taylor Road), Geographic Township of Eldon (Ullah and Nutan) – D30-2020-004, be received;

That a Deeming By-law respecting Lot 16, Registered Plan 224, substantially in the form attached as Appendix “D” to Report PLAN2020-062, be approved and adopted by Council; and

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

13.1.14. ED2020-027 298 - 423

Kawartha Lakes Skills Advance Ontario Programs Agreements with Victoria County Career Services and Sir Sandford Fleming College
Danielle K. Harris, Economic Development Officer, Workforce Planning

That Report ED2020-027, Kawartha Lakes Skills Advance Ontario Programs Agreements with Victoria County Career Services and Sir Sandford Fleming College, be received; and

That the Mayor and Clerk be authorized to execute service agreements with Victoria County Career Services and Sir Sanford Fleming College to implement the Kawartha Lakes Skills Advance Ontario Program, substantially in the form as provided in Appendix B and C respectively to Report ED2020-027.

13.1.15. ED2020-029 424 - 436

Kawartha Choice FarmFresh Program Memorandum of Understanding (MOU)
Kelly Maloney, Economic Development Officer - Agriculture

That Report ED2020-029, Kawartha Choice FarmFresh Program Memorandum of Understanding (MOU), be received;

That the Kawartha Choice FarmFresh Program Memorandum of Understanding (MOU) as outlined in Appendix A to Report ED2020-029 be approved; and

That the Mayor and Clerk be authorized to execute the Kawartha Choice FarmFresh Program Memorandum of Understanding (MOU) between the Corporation of the City of Kawartha Lakes and the Greater Peterborough Area Economic Development Commission.

- 13.1.16. PW2020-001 437 - 457
- Establishment of a By-Law to Regulate Road Occupancy and Closure**
Bryan Robinson, Director of Public Works
- That** Report PW2020-001, **Establishment of a By-Law to Regulate Road Occupancy and Closure**, be received; and
- That** the draft By-Law attached as Appendix A to Report PW2020-001 be approved and adopted by Council.
- 13.1.17. WWW2020-009 458 - 472
- Backwater Valve Subsidy Program**
Robert MacPherson, Water WasteWater Technician
- That** Report WWW2020-009, **Backwater Valve Subsidy Program**, be received.
- 13.1.18. HH2020-004 473 - 494
- A Place Called Home Redevelopment**
Hope Lee, Housing Manager

That Report HH2020-004, **A Place Called Home (APCH) - Redevelopment**, be received;

That the A Place Called Home (APCH) redevelopment project at 64 Lindsay Street South in Lindsay, as outlined in Report HH2020-004, be endorsed as a priority housing and emergency shelter project in the City of Kawartha Lakes;

That the City provides the following financial support to this redevelopment project:

1. One-time capital funding of \$1,500,000 through the provincial Phase 2, Social Services Relief Funding (SSRF) planning allocation;
2. One-time capital funding of \$264,410 through the provincial Year 2, Ontario Priorities Housing Initiative (OPHI) Rental Component Funding;
3. One-time capital funding of up to \$212,104 through the City's Developing Opportunities for Ontario Renters DOOR Reserve to offset applicable Development Charges and Demolition/Building Permit fees;
4. Annual financial contributions required to provide rent supplement funding for a period of ten (10) years, for the five new affordable housing units, starting in 2022 and funded through the operating budget; and
5. Cash flow assistance during the construction phase of the project not to exceed five hundred thousand dollars (\$500,000), with payment terms and conditions identified in an executed funding agreement;

That the Chief Administrative Officer be authorized to approve relief from any and all required municipal fees and charges, as in-kind municipal support, needed to implement the project;

That the redevelopment project as outlined in Report HH2020-004 be exempt from the City's site plan approval process; and

THAT the Director of Human Services and the Manager of Housing be authorized to execute necessary agreements including contribution agreements, loan agreements and rent supplement agreements to implement this redevelopment project.

13.1.19.	HH2020-005	495 - 505
	<p>Affordable Housing Target Program Revisions Hope Lee, Manager, Human Services (Housing)</p> <p>That Report HH2020-005, Affordable Housing Target Program Policy Amendments, be received; and</p> <p>That the policy entitled CP 2019-004 Affordable Housing Incentives, attached as Appendix A to Report HH2020-005, be adopted and numbered for inclusion in the City’s Policy Manual, replacing all predecessor versions.</p>	
13.2.	Memorandum	
13.2.1.	CC2020-15.13.2.1	506 - 506
	<p>Memorandum Regarding Council Appointment to the City of Kawartha Drainage Board Councillor Veale</p> <p>That the Memorandum from Councillor Veale regarding the Drainage Board Composition be received;</p> <p>That the Drainage Board’s Terms of Reference be amended to allow for up to 3 Council Representatives as part of the overall composition of up to 7 members; and</p> <p>That Deputy Mayor O’Reilly, be appointed to the Drainage Board for the remainder of the 2018-2022 term of Council.</p>	
13.2.2.	CC2020-15.13.2.2	507 - 526
	<p>Memo Regarding Childcare Legislation Rod Sutherland, Director of Human Services</p>	

That the Memorandum from Rod Sutherland, Director of Human Services, **Proposed Provincial Amendments to Child Care and Early Years Act**, be received;

That Council asks that the Province of Ontario reconsider the proposed amendments to the Child Care and Early Years Act and consult further with the sector and municipal service managers to design and implement Ontario's new child care plan, and to work with the federal government to implement a national child care plan with universal access across Canada; and

That a copy of this resolution be forwarded to the Premier of Ontario, the Minister of Education and MPP Laurie Scott.

13.3. Items Extracted from Consent

13.3.1. RD2020-012 527 - 536

Task Force - Off-Road Vehicle Use of Roads

Bryan Robinson, Director of Public Works

That Report RD2020-012, **Task Force – Off Road Vehicle Use of Municipal Roads**, be received;

That the Terms of Reference in Appendix A to Report RD2020-012 be approved by Council;

That Councillors _____, _____ and _____ be appointed to the Task Force; and

That Staff be authorized to proceed with recruitment of task force members.

14. Other or New Business

15. By-Laws

That the By-Laws shown in Section 15.1 of the Agenda, namely: Items 15.1.1 to and including 15.1.29 be read a first, second and third time, passed, numbered, signed and the corporate seal attached.

15.1. By-Laws by Consent

15.1.1. CC2020-15.15.1.1 537 - 539

A By-Law to Amend By-Law 2020-001, being the Procedural By-Law of the City of Kawartha Lakes

15.1.2.	CC2020-15.15.1.2	540 - 542
	A By-Law to Authorize Borrowing from Time to Time to Meet Current Expenditures During the Fiscal Year ending December 31, 2021 in the City of Kawartha Lakes	
15.1.3.	CC2020-15.15.1.3	543 - 545
	A By-Law to Levy Interim Taxes for 2021 in the City of Kawartha Lakes	
15.1.4.	CC2020-15.15.1.4	546 - 580
	A By-Law to Amend By-Law 2018-234, being a By-Law to Establish and Require Payment of Fees for Information, Services, Activities and Use of City Property in The City of Kawartha Lakes (known as the Consolidated Fees By-Law)	
15.1.5.	CC2020-15.15.1.5	581 - 588
	A By-Law to Authorize the Execution of a Telecommunications Amended Lease Agreement between the Corporation of the City of Kawartha Lakes and Bell Mobility Inc. Located at the Address Municipally Known as 193 Centreline Road, Geographic Township of Emily, City of Kawartha Lakes	
15.1.6.	CC2020-15.15.1.6	589 - 591
	A By-Law to Stop Up and Close that Portion of the Road Allowance Set Out as Part of the Road on Plan 152 as in R260900, in the Geographic Township of Fenelon, City of Kawartha Lakes, Being Part of PIN: 63144-0118 (LT) (44 Manor Road)	
15.1.7.	CC2020-15.15.1.7	592 - 595
	A By-Law to Stop Up and Close Part of the Original Road Allowance Along Lake Dalrymple Laying in Front of Point A, Concession 1, in the Geographic Township of Carden, City of Kawartha Lakes, Further Described as Parts 1 and 2 on Plan 57R-10758, and to Authorize the Sale of the Land to the Abutting Owner (309 Avery Point Road)	
15.1.8.	CC2020-15.15.1.8	596 - 597
	A By-Law to Amend By-Law 2018-142, Being a By-law to Repeal and Replace By-Law 1992-12, Being a By-Law to Designate 37 Colborne Street, Fenelon Falls as in the City of Kawartha Lakes as being of Cultural Heritage Value or Interest	

15.1.9.	CC2020-15.15.1.9	598 - 599
	A By-Law to Amend By-Law 2018-143, Being a By-Law to Repeal and Replace By-Law 2001-172, Being a By-Law to Designate 13 Lindsay Street, Fenelon Falls as in the City of Kawartha Lakes as being of Cultural Heritage Value or Interest	
15.1.10.	CC2020-15.15.1.10	600 - 601
	A By-Law to Amend By-Law 2018-163, Being a By-Law to Repeal and Replace By-Law 1980-02, Being a By-Law to Designate 2 Lindsay Street South, Lindsay as in the City of Kawartha Lakes as being of Cultural Heritage Value or Interest	
15.1.11.	CC2020-15.15.1.11	602 - 603
	A By-Law to Amend By-Law 2018-167, Being a By-Law to Repeal and Replace By-Law 1981-46, Being a By-law to Designate 45 Russell Street West, Lindsay as in the City of Kawartha Lakes as being of Cultural Heritage Value or Interest	
15.1.12.	CC2020-15.15.1.12	604 - 605
	A By-Law to Amend By-Law 2018-178, Being a By-Law to Repeal and Replace Township of Mariposa By-law 1996-36, Being a By-Law to Designate 17025 Simcoe Street, Manilla as in the City of Kawartha Lakes as being of Cultural Heritage Value or Interest	
15.1.13.	CC2020-15.15.1.13	606 - 609
	A By-Law to Provide for the Changing of Names of a Public Highway in the City of Kawartha Lakes to Fallaise Court and Cityview Heights	
15.1.14.	CC2020-15.15.1.14	610 - 613
	A By-Law Imposing Special Annual Drainage Rates Upon Land in Respect of Which Money is Borrowed Under the Tile Drainage Act (Dobbs)	
15.1.15.	CC2020-15.15.1.15	614 - 630
	A By-Law to Regulate the Activity and Use of Municipal Right-of-Ways in the City of Kawartha Lakes	

15.1.16.	CC2020-15.15.1.16	631 - 633
	A By-Law to Amend By-Law 2005-328 being A By-Law to Establish Speed Limits	
15.1.17.	CC2020-15.15.1.17	634 - 636
	A By-Law to Provide for the Erection of Stop Signs in the City of Kawartha Lakes (Sanderling Court)	
15.1.18.	CC2020-15.15.1.18	637 - 641
	A By-Law to Regulate Charitable Road Tolls in the City of Kawartha Lakes	
15.1.19.	CC2020-15.15.1.19	642 - 644
	A By-Law to Deem Part of a Plan of Subdivision, Previously Registered for Lands Within Kawartha Lakes, Not to be a Registered Plan of Subdivision in Accordance with The Planning Act PIN # 63168-0278 (LT), Described as Lot 16, Plan 224, Geographic Township of Eldon, Now City of Kawartha Lakes (63 North Taylor Road)	
15.1.20.	CC2020-15.15.1.20	645 - 646
	A By-Law to Amend By-Law 2012-019, Being a By-Law to Provide for the Administration and Enforcement of the Building Code Act, 1992 within The City of Kawartha Lakes (Amendment 6)	
15.1.21.	CC2020-15.15.1.21	647 - 649
	A By-Law To Amend The Township of Bexley Zoning By-Law No. 93-09 To Rezone Land Within The City of Kawartha Lakes (7 Copes Lane)	
15.1.22.	CC200-15.15.1.22	650 - 654
	A By-Law to Amend The City of Kawartha Lakes Official Plan to Allow Additional Residential Units Within The City of Kawartha Lakes	
15.1.23.	CC2020-15.15.1.23	655 - 658
	A By-Law to Amend The Village of Fenelon Falls Official Plan to Allow Additional Residential Units	

15.1.24.	CC2020-15.15.1.24	659 - 662
	A By-Law to Amend The Town of Lindsay Official Plan to Allow Additional Residential Units	
15.1.25.	CC2020-15.15.1.25	663 - 667
	A By-Law to Amend The Township of Ops Official Plan to Allow Additional Residential Units	
15.1.26.	CC2020-15.15.1.26	668 - 672
	A By-Law to Amend The Victoria County Official Plan to Allow Additional Residential Units	
15.1.27.	CC2020-15.15.1.27	673 - 702
	A By-Law To Amend Multiple Zoning By-laws To Authorize Additional Residential Units And To Repeal By-Law 2014-283	
15.1.28.	CC2020-15.15.1.28	703 - 705
	A By-Law To Amend The Oak Ridges Moraine Zoning By-Law No. 2005-133 To Rezone Land Within The City Of Kawartha Lakes	
15.1.29.	CC2020-15.15.1.29	706 - 709
	A By-Law to Repeal and Replace By-Law 2014-305, Being a By-Law To Register Additional Residential Units in the City of Kawartha Lakes	
15.2.	By-Laws Extracted from Consent	
15.2.1.	CC2020-15.15.2.1	710 - 711
	A By-Law to Appoint a Member of Council to the City of Kawartha Lakes Committee of Adjustment for 2021 and to Repeal By-Law 2019-187	
16.	Notice of Motion	
17.	Closed Session	
17.1.	Adoption of Closed Session Agenda	
17.2.	Disclosure of Pecuniary Interest in Closed Session Items	

17.3. Move Into Closed Session

That Council convene into closed session at ____ p.m. pursuant to Section 239(2) of the Municipal Act, S.O. 2001 s.25, in order to consider matters identified in Section 17.1 of the Regular Council Meeting Agenda of Tuesday, December 15, 2020, namely Items 17.3.1 to and including 17.3.6.

17.3.1. CC2020-15.17.3.1

**Closed Session Minutes, Regular Council Meeting November 17, 2020
Municipal Act, 2001 s.239(2)(c) Proposed or Pending Acquisition or Disposition of Lands
Municipal Act, 2001 s.239(2)(e) Litigation or Potential Litigation, Including Matters before Administrative Tribunals, Affecting the Municipality or Local Board
Municipal Act, 2001 s.239(2)(f) Advice that is Subject to Solicitor-Client Privilege, Including Communications Necessary for that Purpose**

17.3.2. RS2020-012

**Acquisition of Austin Sawmill Park Lands at 4 Station Road, in the Geographic Township of Somerville, for Heritage Purposes
Municipal Act 2001, s.239(2)(c) Proposed or Pending Acquisition or Disposition of Land
Sharri Dyer, Manager, Realty Services**

17.3.3. WM2020-013

**Curbside Collection Carts
Municipal Act 2001, s.239(2)(i) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization
David Kerr, Manager of Environmental Services**

17.3.4. WM2020-014

**Waste Management Budget Considerations - Follow Up
Municipal Act 2001, s.239(2)(d) Labour Relations
Municipal Act 2001, s.239(2)(i) Third Party Information Supplied in Confidence to the Municipality
David Kerr, Manager of Environmental Services**

17.3.5. WM2020-015

**Member Recruitment for Fenelon Landfill Public Review Committee
Municipal Act 2001. s.239(b) Personal Matters about Identifiable
Individual(s)**

Nikki Payne, Waste Technician II

17.3.6. CC2020-15.17.3.6

Procurement Complaint Update RFP2020-70-OP

**Municipal Act 2001 s.239(2)(i) a trade secret or scientific, technical,
commercial, financial or labour relations information, supplied in
confidence to the municipality or local board, which, if disclosed, could
reasonably be expected to prejudice significantly the competitive
position or interfere significantly with the contractual or other
negotiations of a person, group of persons, or organization**

Jennifer Stover, Director of Corporate Services

18. **Matters from Closed Session**

19. **Confirming By-Law**

19.1. CC2020-15.19.1

712 - 712

A By-Law to Confirm the Proceedings of a Regular Meeting of Council,
Tuesday, December 15, 2020

20. **Adjournment**

The Corporation of the City of Kawartha Lakes

Minutes

Special Council Meeting

CC2020-11

Thursday, November 12, 2020

Open Session Commencing at 1:00 p.m. – Electronic Participation

Council Chambers

City Hall

26 Francis Street, Lindsay, Ontario K9V 5R8

Members:

Mayor Andy Letham

Deputy Mayor Patrick O'Reilly

Councillor Ron Ashmore

Councillor Pat Dunn

Councillor Doug Elmslie

Councillor Tracy Richardson

Councillor Kathleen Seymour-Fagan

Councillor Andrew Veale

Councillor Emmett Yeo

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Please contact AgendaItems@kawarthalakes.ca if you have an accessible accommodation request.

1. Call to Order

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

CAO R. Taylor, City Clerk C. Ritchie, Deputy Clerk S. O'Connell, Deputy Clerk J. Watts, Director of Corporate Services J. Stover, Treasurer C. Daynes and Manager of Corporate Assets A. Found were in attendance in Council Chambers.

Directors C. Shanks and Manager of Buildings and Properties J. Petersen were in attendance electronically.

2. Adoption of Agenda

CR2020-347

Moved By Councillor Veale

Seconded By Councillor Richardson

That the Agenda for the Open Session of the Special Council Meeting of Thursday, November 12, 2020, be adopted as circulated.

Carried

3. Disclosure of Pecuniary Interest

There were no declarations of pecuniary interest disclosed.

4. Deputations

5. Correspondence

6. Presentations

6.1 CC2020-11.6.1

Proposed 2021 Tax-Supported Capital Budget Presentation

Jennifer Stover, Director of Corporate Services

Adam Found, Manager of Corporate Assets

CAO R. Taylor introduced the proposed 2021 Tax-Supported Capital Budget.

Manager of Corporate Assets A. Found, Treasurer C. Daynes and Director of Corporate Services J. Stover provided an overview of the steps that are taken to assemble the proposed budget document, how the proposed budget relates to

the City's long term financial plan, the status of the Capital Reserve and the timing that will be involved with the 2021 budget process.

CR2020-348

Moved By Deputy Mayor O'Reilly

Seconded By Councillor Seymour-Fagan

That the presentation by Director of Corporate Services J. Stover, Treasurer C. Daynes and Manager of Corporate Assets A. Found, regarding the proposed 2021 Tax Supported Capital Budget, be received.

Carried

The meeting recessed at 2:33 p.m. and reconvened at 2:42 p.m.

6.1.1 Report CA2020-004

Proposed 2021 Tax-Supported Capital Budget

Adam Found, Manager of Corporate Assets

CR2020-349

Moved By Councillor Yeo

Seconded By Councillor Dunn

That Report CA2020-004, **Proposed 2021 Tax-Supported Capital Budget**, be received; and

That the proposed 2021 Tax-Supported Capital Budget, attached as Appendix A to Report CA2020-004, be received.

Carried

6.2 CC2020-11.6.2

City Hall Renovations Project Update Presentation

Craig Shanks, Director of Community Services

Jorg Petersen, Manager, Buildings and Properties

Director of Community Services C. Shanks and Manager of Buildings and Properties J. Petersen provided an overview and an update on the status of the City Hall Renovation Project.

CR2020-350

Moved By Councillor Veale

Seconded By Councillor Ashmore

That the presentation by Director of Community Services C. Shanks and Manager of Buildings and Properties J. Petersen, **regarding City Hall Renovation Project Update**, be received.

Carried

6.2.1 CS2020-012

City Hall Renovations Project Update

Jörg Petersen, Manager, Buildings and Properties

CR2020-351

Moved By Councillor Elmslie

Seconded By Councillor Dunn

That Report **CS2020-012, City Hall Renovations Project Update**, be received;

That staff be directed to proceed with Option 1 for an expedited project for a total project value of \$4,250,233.79 (inclusive of HST payable) for the multi-year City Hall Renovations Project;

That the required increased amount of \$2,760,234 be funded from the Working Capital Reserve; and

That future year funding totaling \$800,000 for Multi-Year Capital Budget project BP2015 – City Hall Building Systems, be released and redirected in the City's Long-Term Financial Plan to fund future year capital projects.

Carried

7. Reports

7.1 Report PRC2020-006

Ops Community Centre Redevelopment Update

Jenn Johnson, Manager, Parks, Recreation and Culture

CR2020-352

Moved By Councillor Dunn

Seconded By Councillor Yeo

That Report PRC2020-006, **Ops Community Centre Redevelopment Update**, be received; and

That Capital Project 950200601 – Ops Arena and Community Centre be closed and the \$3,867,150.00 in Special Debenture Funding for this project not be utilized.

Carried

CR2020-353

Moved By Councillor Seymour-Fagan

Seconded By Councillor Elmslie

That Council direct Staff to not reopen the Ops Arena Facility; and

That Staff report back to Council on options available for other utilization of the property.

A Recorded Vote was requested by Mayor Letham.

	For	Against	Absent
Mayor Letham	X		
Deputy Mayor O'Reilly		X	
Councillor Ashmore		X	
Councillor Dunn		X	
Councillor Elmslie	X		
Councillor Richardson	X		
Councillor Seymour-Fagan	X		
Councillor Veale	X		
Councillor Yeo		X	
Results	5	4	0

Carried

8. Closed Session

9. Matters from Closed Session

10. Confirming By-Law

10.1 CC2020-11.10.1

By-Law to Confirm the Proceedings of the Special Council Meeting of November 12, 2020

CR2020-354

Moved By Councillor Elmslie

Seconded By Councillor Ashmore

That a by-law to confirm the proceedings of a Special Council Meeting held Thursday, November 12, 2020 be read a first, second and third time, passed, numbered, signed and the corporate seal attached.

Carried

11. Adjournment

CR2020-355

Moved By Councillor Yeo

Seconded By Councillor Seymour-Fagan

That the Council Meeting adjourn at 4:40 p.m.

Carried

Read and adopted this 15 day of December, 2020.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

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

CC2020-12
Tuesday, November 17, 2020
Open Session Commencing at 1:00 p.m. – Electronic Public Participation
Council Chambers
City Hall
26 Francis Street, Lindsay, Ontario K9V 5R8

Members:
Mayor Andy Letham
Deputy Mayor Patrick O'Reilly
Councillor Ron Ashmore
Councillor Pat Dunn
Councillor Doug Elmslie
Councillor Tracy Richardson
Councillor Kathleen Seymour-Fagan
Councillor Andrew Veale
Councillor Emmett Yeo

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1. Call to Order

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

CAO R. Taylor, City Clerk C. Ritchie, Deputy Clerk S. O'Connell and Deputy Clerk J. Watts were in attendance in Council Chambers.

Directors C. Marshall, B. Robinson, J. Rojas, C. Shanks, J. Stover, R. Sutherland, Chief of Paramedic Services A. Rafton, Chief of Paramedic Services R. Mellow and City Solicitor R. Carlson were in attendance electronically.

2. Opening Ceremonies

2.1 O Canada

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

2.2 Moment of Silent Reflection

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

2.3 Adoption of Open Session Agenda

CR2020-356

Moved By Councillor Dunn

Seconded By Councillor Elmslie

That the Agenda for the Open Session of the Regular Council Meeting of Tuesday, November 17, 2020, be adopted as circulated and with the following amendments:

Additions Regarding the Proposed Sale of City Owned Lands on Juniper Street, Fenelon Falls (Item 18.1 on the Agenda)

Item 6.1 Deputation by Dave Sturtevant

Item 6.2 Deputation by Jo-Ann Kerr

Item 6.3 Deputation by Lois Hatch

Item 6.4 Deputation by Amanda Allan

Item 6.5 Deputation by Sharon Larman

Item 7.2 Correspondence from Doug Dickerson

Item 7.3 Correspondence from Rick Chartier

Carried

3. Disclosure of Pecuniary Interest

There were no declarations of pecuniary interest disclosed.

4. Notices and Information by Members of Council and Staff

4.1 Council

Councillor Elmslie:

- Doug Cox, a member of the Fenelon Falls Lions Club, recently received an Award from the International President of the Lion's recognizing 50 years of service with the Lions Club.

Councillor Ashmore:

- A Remembrance Day Ceremony was held at the Omemee Cenotaph on November 11th; the Omemee Legion and Elizabeth Peeters were thanked for their contribution to the Event.
- The Wing House Restaurant has opened in the Village of Omemee.
- The Dunsford Foodbank will be hosting a drive thru food drive at the Dunsford United Church on Sunday December 6th from 2:00p.m. to 4:00 p.m.

Councillor Seymour-Fagan:

- Remembrance Day Ceremonies were held in Bobcaygeon and Burnt River on November 11th; the organizers were thanked for coordinating the Events.
- The Mingle & Jingle Event will be held in Bobcaygeon on November 21st and 22nd to highlight the merchants in Bobcaygeon while promoting local shopping.

Councillor Yeo:

- A reinvented Santa Claus Parade will be held in Coboconk on December 6th. Business and residents along the parade route will have outdoor Christmas displays set up for viewing by vehicles; residents can travel along the route to view the displays.

Deputy Mayor O'Reilly:

- A Remembrance Day Ceremony was held at the Lindsay Cenotaph on November 11th. The organizers were thanked for their contribution to the Event.
- The Lindsay Light Up Event is being sponsored by the Lindsay and District Ministerial this holiday season. Residents can sign up for the Event which will award prizes for outdoor Christmas displays; information about the Event is available at LightUpLindsay.ca.
- Councillor O'Reilly acknowledged and thanked the residents who have contributed to the Ops Community Centre since its opening over 45 years ago. The Community Centre became a community hub for residents of the former Ops Township. Councillor O'Reilly noted that he looks forward to the review of existing Libraries, Service Centre's and Arena's on the whole.

Councillor Richardson:

- The Janetville Foodbank is looking for donations of non-perishable food items. Donations can be dropped off at the Foodbank which is beside the Janetville United Church.
- The organizers of the Remembrance Day Ceremony that was held at the Lindsay Cenotaph on November 11th were thanked for organizing the Event.

4.2 Staff

CAO Taylor made following announcements:

- The new Brandbook for Kawartha Lakes was introduced and a copy was circulated to Council.
- The Community Paramedic Program has been extended; a video was shown to highlight the positive contribution the Program has on area residents.
- Words of congratulations were offered to Chief of Paramedic Services A. Rafton on his retirement. Chief Rafton was thanked for his years of service to the community.
- Chief of Paramedic Services R. Mellow was introduced to Council and welcomed to the organization.

5. Council Minutes

Regular Council Meeting Minutes, October 20, 2020

CR2020-357

Moved By Councillor Elmslie

Seconded By Councillor Yeo

That the Minutes of the October 20, 2020 Regular Council Meeting, be received and adopted.

Carried

6. Deputations

6.1 CC2020-12.6.1

**Proposed Sale of City Owned Lands on Juniper Street, Fenelon Falls
(Item 18.1 on the Agenda)**

Dave Sturtevant

Dave Sturtevant spoke in opposition to the proposed sale of City owned lands on Juniper Street in Fenelon Falls.

CR2020-358

Moved By Deputy Mayor O'Reilly

Seconded By Councillor Veale

That the deputation of Dave Sturtevant, **regarding the proposed sale of City owned lands on Juniper Street, Fenelon Falls**, be received.

Carried

6.2 CC2020-12.6.2

**Proposed Sale of City Owned Lands on Juniper Street, Fenelon Falls
(Item 18.1 on the Agenda)**

Jo-Ann Kerr

Jo-Ann Kerr spoke in opposition to the proposed sale of City owned lands on Juniper Street in Fenelon Falls.

CR2020-359

Moved By Councillor Yeo

Seconded By Councillor Dunn

That the deputation of Jo-Ann Kerr, **regarding the proposed sale of City owned land on Juniper Street, Fenelon Falls**, be received.

Carried

6.3 CC2020-12.6.3

**Proposed Sale of City Owned Lands on Juniper Street, Fenelon Falls
(Item 18.1 on the Agenda)**

Lois Hatch

Lois Hatch spoke in opposition to the proposed sale of City owned lands on Juniper Street in Fenelon Falls.

CR2020-360

Moved By Councillor Elmslie

Seconded By Councillor Richardson

That the deputation of Lois Hatch, **regarding the proposed sale of City owned land on Juniper Street, Fenelon Falls**, be received.

Carried

6.4 CC2020-12.6.4

**Proposed Sale of City Owned Lands on Juniper Street, Fenelon Falls
(Item 18.1 on the Agenda)**

Amanda Allan

Amanda Allan spoke in opposition to the proposed sale of City owned lands on Juniper Street in Fenelon Falls.

CR2020-361

Moved By Councillor Seymour-Fagan

Seconded By Councillor Dunn

That the deputation of Amanda Allan, **regarding the proposed sale of City owned land on Juniper Street, Fenelon Falls**, be received.

Carried

6.5 CC2020-12.6.5

**Proposed Sale of City Owned Lands on Juniper Street, Fenelon Falls
(Item 18.1 on the Agenda)**

Sharon Larman

Sharon Larman spoke in opposition to the proposed sale of City owned land on Juniper Street in Fenelon Falls.

CR2020-362

Moved By Councillor Ashmore

That the deputation of Sharon Larman, **regarding the proposed sale of City owned land on Juniper Street, Fenelon Falls**, be received.

Carried

7. Correspondence

7.1 CC2020-12.7.1

Correspondence Regarding Snow Removal in Downtown Lindsay

Steve Podolsky, Vice-Chair, Lindsay Downtown BIA Board of Directors

CR2020-363

Moved By Councillor Dunn

Seconded By Deputy Mayor O'Reilly

That the October 29, 2020 correspondence from Steve Podolsky, Vice-Chair, Lindsay Downtown Business Improvement Association, **regarding snow removal in Downtown Lindsay**, be received.

Carried

CR2020-364

Moved By Councillor Dunn

Seconded By Deputy Mayor O'Reilly

That a Pilot Project be put in place for Downtown Area's for the 2020/2021 winter season, waiving the current policy(cies) and By-Law one year;

That Downtown Lindsay receive the same level of sidewalk service as other Downtown Areas in the City;

That the level of service be adjusted so that the snowbank removal in all Downtown Areas be triggered at .5 meters instead of .9 meters;

That Staff be directed to apply a heightened level of service in back municipal parking lots during the winter months; and

That Staff report back to Council on the service level adjustments by the end of Q2, 2021.

Carried

7.2 CC2020-12.7.2

Correspondence Regarding the Proposed Sale of City Owned Lands on Juniper Street, Fenelon Falls

Doug Dickerson

7.3 CC2020-12.7.3

Correspondence Regarding the Proposed Sale of City Owned Lands on Juniper Street, Fenelon Falls

(Item 18.1 on the Agenda)

Rick Chartier

CR2020-365

Moved By Councillor Elmslie

Seconded By Councillor Veale

That the correspondence from Doug Dickerson, noted as Item 7.2 on the Agenda, and Rick Chartier, noted as Item 7.3 on the Agenda, **regarding the proposed sale of City owned land on Juniper Street, Fenelon Falls**, be received.

Carried

8. Presentations

9. Petitions

9.1 CC2020-12.9.1

Request for a Pedestrian Crosswalk on Lindsay Street/Highway 121, Fenelon Falls

Jayne Barthorpe

CR2020-366

Moved By Councillor Elmslie

Seconded By Councillor Veale

That the petition received from Jayne Barthorpe, **regarding a request for a pedestrian crosswalk on Lindsay Street/Highway 121, Fenelon Falls**, be received; and

That the petition be referred to Staff as part of the planned improvements for Lindsay Street/Highway 121 in Fenelon Falls.

Carried

10. Committee of the Whole

10.1 Correspondence Regarding Committee of the Whole Recommendations

10.2 Committee of the Whole Minutes

Committee of the Whole Minutes, November 3, 2020

CR2020-367

Moved By Deputy Mayor O'Reilly

Seconded By Councillor Veale

That the Minutes of the November 3, 2020 Committee of the Whole Meeting be received and the recommendations, included in Section 10.3 of the Agenda, be adopted.

Carried

10.3 Business Arising from Committee of the Whole Minutes

10.3.1 CW2020-157

That the deputation of Roberto Mangoni, **regarding the proposed listing of 100 Front Street East, Bobcaygeon on the heritage register**, be received.

Carried

10.3.2 CW2020-158

That the deputation, and supplementary correspondence, of Betty Giutsos, **regarding a request for sidewalks along Commerce Road, Lindsay**, be received; and

That Staff be requested to review the connectivity of Commerce Road, Lindsay, and report back by the end of Q2, 2021 with the options that are available for sidewalk installation.

Carried

10.3.3 CW2020-159

That the deputation, and supplementary correspondence, of Mike Perry and Dennis Geelan, **regarding resident efforts to adjust to the new normal under the COVID-19 Pandemic**, be received.

Carried

10.3.4 CW2020-160

That the deputation, and supplementary correspondence, of Richard Fedy and John Bush, **regarding a request for the creation of a pedestrian pathway in Bobcaygeon**, be received; and

That the matter be referred to Staff for review and report back to Council by the end of Q2, 2021.

Carried

10.3.5 CW2020-161

That the October 26, 2020 correspondence from Simon Fung, of Borden Ladner Gervais, LLP, **regarding a proposed growers retail store at 566 Frank Hill Road, Kawartha Lakes**, be received.

Carried

10.3.6 CW2020-162

That the presentation of the 2020 Bee Hero Awards by Councillor Richardson and Pat Warren, to award recipients Marylee Boston, Glenna Burns, Betty Jewell, Jennifer Morris, Catherine Pentiricci, Brynley and Bryce Ridgeway and the Lindsay Community Garden, be received; and

That congratulations be extended to all of the 2020 Bee Hero Award recipients.

Carried

10.3.7 CW2020-163

That the presentation by Rebecca Mustard, Manager of Economic Development, **regarding the Economic Recovery Task Force**, and the presentation by John Gillis, President of Innovation Cluster-Peterborough and the Kawarthas, **regarding the City of Kawartha Lakes Innovation Cluster**, be received.

Carried

10.3.8 CW2020-164

That Report ED2020-23, **Economic Recovery Task Force Recommendations**, be received;

That permit fees for park use, patios and events in 2021 be waived, with forecasted reduced revenue identified in the 2021 budget;

That the downtown Fenelon Falls reconstruction project be included as a decision unit in the 2021 capital budget;

That an increase in garbage cans and frequency of waste pick up in our downtowns and major parks be costed and included as a decision unit in the 2021 budget;

That portable washrooms and associated directional signage in our downtowns and parks be costed and included as a decision unit in the 2021 budget;

That accelerated investment in our boat launches and trails for improved access and enjoyment be costed and included as a decision unit in the 2021 budget;

That Council supports the work of EORN and EOWC for the Eastern Ontario “1 GIG” proposal for increased broadband capacity;

That Council directs staff to develop a cultural sector recovery grant program for 2021, which could be applied to operating costs for our arts and culture community, and report back to council on the scope of the program by end of Q1 2021;

That Council approves a modified extension to the Kawartha Lakes Innovation Cluster Pilot program until December 31, 2021, through in-kind support to provide specific support for high growth businesses; and

That Council endorses the Economic Recovery Task Force Action Plan as provided in Appendix A to this report.

Carried

10.3.9 CW2020-165

That the correspondence provided by Mike Perry and Dennis Geelan, **regarding Item 4.3 on the Agenda for the November 3, 2020 Committee of the Whole Meeting**, be forwarded to the Economic Recovery Task Force for review and consideration.

Carried

10.3.10 CW2020-166

That the presentation by Amy Terrill and Heather Kirby, Co-Chairs of the Community Pandemic Recovery Task Force, **regarding the Community Pandemic Recovery Task Force**, be received.

Carried

10.3.11 CW2020-167

That Report HS2020-005, **Community Pandemic Recovery Task Force Recommendations**, be received;

That staff be directed to develop a framework for a Kawartha Lakes Community Recovery Fund to support pandemic recovery and relief efforts for non-profit and community service providers in the broader health and human services sector, including the identification of the scope and criteria for the fund; funding levels and source for presentation to Council in the first quarter of 2021;

That the proposed Kawartha Lakes Community Recovery Fund incorporate the 2021 Lindsay Legacy CHEST Fund allocation for eligible proposals within Lindsay;

That staff be directed to proceed with modifying the 2021 and 2022 50/50 Community Project Capital Funding Program, Beautification Program and any other City Funding Program application process by waiving the requirement for a matching contribution from applicants; and

That staff be directed to identify internal resources and external supports that could be made available for workshops and information sessions to community organizations in support of pandemic response and recovery and develop a 2021 schedule for delivery.

Carried

10.3.12 CW2020-168

That the presentation by Rory Baksh, Merrilees Willemse and Ian Borsuk, of Dillon Consulting, **regarding the Fenelon Falls Second Crossing Environmental Assessment**, be received.

Carried

10.3.13 CW2020-169

That Report ENG2020-023, **Fenelon Falls Second Crossing EA Presentation**, be received.

Carried

10.3.14 CW2020-170

That Staff, in coordination with Dillon Consulting, hold a Public Information Centre in Fenelon Falls to update residents on the proposed recommendations

for the Fenelon Falls Second Crossing before the recommendations are presented to Council for consideration by the end of Q2, 2021; and

That Staff, in coordination with Dillon Consulting, explore the option of creating a by-pass using the existing Mitchell's Bridge over the Burnt River and analyze stop sign configuration along that route to improve the flow of traffic.

Carried

10.3.15 CW2020-171

That Report CORP2020-009, **2020 Q2Capital Close**, be received;

That the capital projects identified in Attachment A to Report CORP2020-009 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;

Reserve	Report Closing Balance
Capital Contingency Reserve	\$316,626.73
Victoria Manor Capital Reserve	\$22,856.17
Public Works Fleet Reserve	\$221,368.81
Police Reserves	\$27,049.68
Sewer Infrastructure Reserve	\$15,851.90

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

- 950151801 - ***Logie Park
- 950153301 - ***Shoreline Restoration
- 928171901 - ***P&R Software
- 932172201 - ***Coboconk Fire Hall Upgrades
- 983191001 – 2019 Streetlighting
- 983191301 – 2019 Municipal Drains
- 997190201 – 2019 Lindsay Landfill Electricity System
- 928190100 – 2019 IT Systems
- 938190300 – 2019 Paramedic Equipment

- 998190400 – 2019 WWW Study & Special Projects
- 983181400 – 2018 Gravel Road Rehabilitation
- 983190100 – 2019 Bridges
- 983190300 – 2019 Urban/Rural Reconstruction
- 983190400 – 2019 Urban/Rural Resurfacing
- 983190500 – 2019 Rural Resurfacing
- 983190700 – 2019 Road Lifecycle Extension
- 983191100 – 2019 Traffic Systems
- 983191400 – 2019 Parking Lots
- 997190100 – 2019 Landfill Siteworks
- 998190100 – 2019 Water Treatment Program
- 998190200 – 2019 Wastewater Treatment
- 998190300 – 2019 Water Distribution & Wastewater Collection

That the following projects be granted an extension to June 30, 2021:

- 987180100 - ***2018 Airport Siteworks
- 987190100 - ***2019 Airport Siteworks
- 987190200 - ***GPS Approach Signals

That the following projects be granted an extension to December 31, 2021:

- 928151500 - ***ERP System
- 987190301 - ***Airport Capital Plan
- 999190101 – ***Record Document Management System
- 987200100 - ***2020 Airport Siteworks

That the following projects be reclassified as Multi-year projects:

- 950190201 – Centennial Park Washrooms
- 953180119 – Old Gaol Wall

- 969190101 – Victoria Manor Concept Design; and

That project 953200501 – M/Y City Hall Systems be closed and combined with 953180101 – M/Y City Hall HVAC Systems.

Carried

10.3.16 CW2020-172

That Report CORP2020-016, **Incentives/Relief for Non-Profit Medical Trusts**, be received.

Carried

10.3.17 CW2020-173

That Report ED2020-022, **Listing Properties on the Heritage Register**, be received; and

That the proposed listing of non-designated properties on the City of Kawartha Lakes Heritage Register included in Appendix A, save and except for the property located at 100 Front Street East, Bobcaygeon, be approved as amended.

Carried

10.3.18 CW2020-174

That Report ED2020-025, **Proposed Designation of 28 Boyd Street, Bobcaygeon**, be received;

That the Municipal Heritage Committee's recommendation to designate 28 Boyd Street under Part IV of the Ontario Heritage Act as being of cultural heritage value or interest be endorsed;

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

That a designating by-law be brought forward to Council at the next Regular Council Meeting following the end of the notice period.

Carried

10.3.19 CW2020-175

That Report WM2020-011, **Textile Recycling Pilot Program**, be received;

That Staff issue a Request for Proposal to partner with an organization to develop and implement a textile recycling pilot program for 2021; and

That Staff report the results of the pilot program and future recommendations for textile recycling to Council by June 30, 2022.

Carried

10.3.20 CW2020-176

That Report WWW2020-007, **Sanitary Infrastructure Subsidy and Loan Program**, be received;

That Staff report back to Council on the impact of the implementation of a proposed Backwater Valve Installation Subsidy Program, as outlined as Option 1 within Report WWW2020-007, limiting subsidy to 50% contributions; and

That the report back include a full overview of the proposed Subsidy Program including the criteria to be met by applicants, the application process and any impact that the maximum annual program budget for the proposed Subsidy Program will have on the Water/Wastewater Operating Budget.

Carried

10.3.21 CW2020-177

That Report WWW2020-008, **Drinking Water Quality Management System Review and Endorsement**, be received;

That the City of Kawartha Lakes Water and Wastewater Quality Management System be endorsed by Council;

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

That the Ontario Clean Water Agency Quality Management System Policy statements be received and endorsed;

That the external surveillance audit report for the Water and Wastewater Division (as the accredited Operating Authority) be received;

That the external surveillance audit report for Ontario Clean Water Agency (as the accredited Operating Authority) be received; and

That the City of Kawartha Lakes Water and Wastewater Division Management Review Summary be received.

Carried

10.3.22 CW2020-178

That Report RD2020-001, **Street Sweepings Characterization and Potential for Reuse**, be received; and

That Staff be directed to explore practicality and implement increased diversion of street sweepings from the City's landfills where cost beneficial through use during other road maintenance activities.

Carried

10.3.23 CW2020-179

That Report RS2020-011, **Regulation of Nuisance associated with Cannabis Cultivation and Processing Operations within the City of Kawartha Lakes**, be received;

That a by-law to amend the Property Standards By-law in the form attached as Appendix "A" be placed before the Agricultural Development Advisory Committee for review and comment;

That an amendment to the Fees and Charges By-law substantially in the form attached as Appendix "B" be forwarded to Council for adoption; and

That a further report come forward from Development Services, by the end of Q1, 2021, to discuss potential by-law amendments to the various Zoning By-laws in force and effect throughout the municipality, following statutory public consultation.

Carried

10.4 Items Extracted from Committee of the Whole Minutes

11. Planning Advisory Committee

11.1 Correspondence Regarding Planning Advisory Committee Recommendations

11.2 Planning Advisory Committee Minutes

Planning Advisory Committee Minutes, November 4, 2020

CR2020-368

Moved By Deputy Mayor O'Reilly

Seconded By Councillor Veale

That the Minutes of the November 4, 2020 Planning Advisory Committee Meeting be received and the recommendations, included in Section 11.3 of the Agenda, save and except for Item 11.3.4, be adopted.

Carried

11.3 Business Arising from Planning Advisory Committee Minutes

11.3.1 PAC2020-047

That Report PLAN2020-049, **Part of Lots 24 & 25, Concession 4, Geographic Township of Ops, Former Town of Lindsay, Ibrans Developments Ltd. – Applications D01-2020-006, D06-2020-024 and D05-2020-001**, be received; and

That PLAN2020-049 respecting Applications D01-2020-006, D06-2020-024 and D05-2020-001 be referred back to staff to address any issues raised through the public consultation process and for further review and processing until such time that all comments have been received from all circulated agencies and City departments, and that any comments and concerns have been addressed.

Carried

11.3.2 PAC2020-048

That Report PLAN2020-053, **Part of Lot 23, Concession 8, geographic Township of Manvers, City of Kawartha Lakes, identified as 174 Highway 7A, Connor – D06-2020-009**, be received; and

That the application be referred back to staff until such time as all comments have been received from all circulated agencies and City Departments, and for further review and processing.

Carried

11.3.3 PAC2020-049

That Report PLAN2020-043, respecting **Source Water Protection Official Plan and Zoning By-law Amendments**, be received;

That a By-law to implement the proposed Official Plan Amendment, substantially in the form attached as Appendix A to Report PLAN2020-043, be referred to Council for adoption;

That the Zoning By-law Amendment, substantially in the form attached as Appendix B to Report PLAN2020-043, be referred to Council for adoption; and

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

Carried

11.3.5 PAC2020-051

That Report PLAN2020-052, **Zoning By-law Amendment for Liquidation Sales**, be received;

That a by-law containing Zoning By-law Amendments respecting Liquidation Sales, be prepared, approved and adopted by Council at the November 17, 2020 Regular Council Meeting; and

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

Carried

11.3.6 PAC2020-052

That Report ENG2020-016, **Registered Subdivision Agreement Status Update**, be received; and

That Staff be directed to continue to provide annual updates for continued communication, process improvement, and to support the development community.

Carried

11.3.7 PAC2020-053

That Report ENG2020-017, **Assumption of Gilson Point Subdivision, Mariposa**, be received;

That the Assumption of Gilson Point Subdivision, Geographic Township of Mariposa, be approved;

That an assumption by-law, substantially in the form attached as Appendix A, to Report ENG2020-017 be approved and adopted by Council; and

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

Carried

11.4 Items Extracted from Planning Advisory Committee Minutes

11.3.4 PAC2020-050

CR2020-369

Moved By Councillor Seymour-Fagan

Seconded By Councillor Veale

That Report PLAN2020-044, **Additional Residential Units**, be received and referred to Staff for review and report back at the December 2, 2020 Planning Advisory Committee.

Carried

12. Consent Matters

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

Councillor Ashmore Items 12.1.1 and 12.1.3

Councillor Dunn Item 12.1.2

Moved By Deputy Mayor O'Reilly

Seconded By Councillor Ashmore

That all of the proposed resolutions shown in Section 12.1 of the Agenda, save and except for Items 12.1.1, 12.1.2 and 12.1.3, be approved and adopted by Council in the order that they appear on the agenda and sequentially numbered, save and except for Items:

Carried

12.1 Reports

12.1.4 PUR2020-026

Procurement Reports 2019 Q4; 2020 Q1, Q2 and Q3

Launa Macey, Supervisor of Procurement

CR2020-370

That Report PUR2020-026, **Procurement Reports 2019 Q4; 2020 Q1, Q2 and Q3**, be received; and

That Project 991200201, being the Culvert Replacement on St. Lukes Road, be funded from Capital Reserves (1.32045) in the amount of \$21,954.74.

Carried

12.1.5 PUR2020-030

2020-33-SS Transportation and Recycling of Mixed Construction and Demolition Material at Lindsay Ops Landfill

Marielle van Engelen, Buyer
Nikki Payne, Waste Technician II

CR2020-371

That Report PUR2020-030, **2020-33-SS Transportation and Recycling of Mixed Construction and Demolition Material at Lindsay Ops Landfill**, be received;

That the current contract with Durham Disposal Services Ltd. for the transportation and recycling of mixed construction and demolition material at the Lindsay Ops Landfill, on an as required basis, be extended to December 31, 2021 for a total estimated cost of \$152,319 not including HST;

That subject to receipt of the required documents, the Mayor and Clerk be authorized to execute an amending agreement to award the extension; and

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

Carried

12.1.6 PUR2020-031

2020-70-OP General Insurance and Risk Management Program

Ashley Wykes, Buyer
Jolene Ramsay, Insurance Risk Management Coordinator

CR2020-372

That Report PUR2020-031, **2020-70-OP General Insurance and Risk Management Program**, be received;

That Aon Reed Stenhouse Inc. being the highest scoring proponent be awarded 2020-70-OP General Insurance and Risk Management Program for the term January 1, 2021 to January 1, 2022 and the annual premium be funded through the 2021 Operating Budget;

That Council authorize the option of the renewal term of four (4) additional, one (1) year terms with Aon Reed Stenhouse Inc. contingent on satisfactory negotiations with regards to pricing and service performance;

That all surplus 2021 Insurance Premium operating budget be placed in the Insurance Reserve to fund future premium increases and any claim expense overages within the City's increased self-insured retention; and

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

Carried

12.1.7 PLAN2020-054

A By-Law to Deem Lot 11, Registered Plan 175, 12 Treewood Lane, Geographic Township of Bexley (Walker & Thornbury) – Planning File D30-2020-005 (Walker & Thornbury)

Kent Stainton, Planner II

CR2020-373

That Report PLAN 2020-054, **respecting Lot 11 & Part of Block D, Registered Plan 175, former Geographic Township of Bexley, Walker & Thornbury – Application D30-2020-005** be received;

That a Deeming By-law respecting Lot 11, Registered Plan 175, substantially in the form attached as Appendix D to Report PLAN2020-054, be approved and adopted by Council; and

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

Carried

12.1.8 PLAN2020-055

A By-Law to Deem Lot 24, Plan 386 (90 River Road), Geographic Township of Somerville (Cowling) – Planning File D30-2020-003

Jonathan Derworiz, Planner II

CR2020-374

That Report PLAN2020-055, **a By-Law to Deem Lot 24, Plan 386 (90 River Road), Geographic Township of Somerville (Cowling) – Planning File D30-2020-003**, be received;

That a Deeming By-law respecting Lot 24, Plan 386, substantially in the form attached as Appendix D to Report Plan 2020-055, be approved and adopted by Council; and

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

Carried

12.1.9 PLAN2020-056

A By-Law to Deem Lot 10, Plan 360 (82 Fulsom Crescent), Geographic Township of Carden (Chafe) – Planning File D30-2020-002

Jonathan Derworiz, Planner II

CR2020-375

That Report PLAN2020-056, **a By-law to Deem Lot 10, Plan 360 (82 Fulsom Crescent), Geographic Township of Carden (Chafe) – Planning File D30-2020-002**, be received;

That a Deeming By-law respecting Lot 10, Plan 360, substantially in the form attached as Appendix D to Report Plan 2020-056, be approved and adopted by Council; and

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

Carried

12.2 Items Extracted from Consent

12.1.1 CLK2020-006

Electronic Petition Options

Joel Watts, Deputy Clerk

CR2020-376

Moved By Councillor Ashmore

Seconded By Councillor Richardson

That Report CLK2020-006, **Electronic Petition Options**, be received;

That an amendment to the City's Procedural By-law be presented at the December 15, 2020 Regular Council Meeting for approval, providing for electronic petitions using the City's existing public engagement tool "Jump In" website (Option 1); and

That implementation of the electronic petitions would be scheduled in Q1 of 2021.

Carried

12.1.2 CLK2020-007

2021 Council, Committee of the Whole and Planning Advisory Committee Meeting Schedule

Cathie Ritchie, City Clerk
Sarah O'Connell, Deputy Clerk

CR2020-377

Moved By Councillor Dunn

Seconded By Councillor Yeo

That Report CLK2020-007, **2021 Council, Committee of the Whole and Planning Advisory Committee Meeting Schedule**, be received.

Carried

Moved By Councillor Dunn

Seconded By Councillor Seymour-Fagan

That the schedule for Council, Committee of the Whole and Planning Advisory Committee Meetings for 2021, as outlined in Appendix A to Report CLK2020-007, be approved, with the following amendments:

- That all proposed Committee of the Whole Meeting be made Regular Council Meetings
- That all Regular Council Meetings be held on the first and third Tuesdays of each month; and
- That all Planning Advisory Committee Meetings be held on the first Wednesday of each month.

Motion Failed

CR2020-378

Moved By Councillor Seymour-Fagan

Seconded By Councillor Yeo

That the schedule for Council, Committee of the Whole and Planning Advisory Committee Meetings for 2021, as outlined in Appendix A to Report CLK2020-007, be approved.

Carried

12.1.3 CORP2020-017

2021 Proposed Amendments to By-Law 2018-234, Being the Consolidated Fees By-Law for the City of Kawartha Lakes

Linda Liotti, Manager of Revenue and Taxation

CR2020-379

Moved By Councillor Ashmore

Seconded By Councillor Seymour-Fagan

That Report CORP2020-017, **2021 Proposed Amendments to By-law 2018-234 – Consolidated Fees By-law**, be received.

Carried

CR2020-380

Moved By Deputy Mayor O'Reilly

Seconded By Councillor Yeo

That the recommended fees and charges amendments be brought forward through the necessary amending by-law for adoption at the December 15, 2020 Council Meeting.

A Recorded Vote was requested by Councillor Ashmore.

	For	Against	Absent
Mayor Letham	X		
Deputy Mayor O'Reilly	X		
Councillor Ashmore		X	
Councillor Dunn	X		
Councillor Elmslie		X	
Councillor Richardson	X		
Councillor Seymour-Fagan	X		
Councillor Veale	X		
Councillor Yeo	X		
Results	7	2	0

Carried

12.2.1 CLK2020-008

Public Consultation Results for Service Road Renaming at Meadowview Road and Highway 7

Joel Watts, Deputy Clerk

CR2020-381

Moved By Councillor Richardson

Seconded By Councillor Veale

That Report CLK2020-008, **Public Consultation Results for Service Roads Renaming at Meadowview Road and Highway 7**, be received;

That the new service road (formerly Highway 7) created by the Ministry of Transportation north of Meadowview Road with its realignment of Highway 7 in the former Township of Emily be renamed to Fallaise Court;

That the new service road (formerly Highway 7) created by the Ministry of Transportation south of Meadowview Road with its realignment of Highway 7 in the former Township of Emily be renamed to Cityview Heights:

That the Office of the City Clerk send notice to all affected parties regarding the renaming of the service roads in accordance with the Notice By-law; and

That subject to any significant objections raised from the affected parties in the notice period, that a by-law to rename and readdress both service roads be prepared, approved, and adopted by Council at the December 15, 2020 Regular Council Meeting.

Carried

13. Other or New Business

14. By-Laws

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

CR2020-382

Moved By Councillor Ashmore

Seconded By Deputy Mayor O'Reilly

That the By-Laws shown in Section 14.1 of the Agenda, namely: Items 14.1.1 to and including 14.1.17, save and except for Items 14.1.11 and 14.1.12, be read a first, second and third time, passed, numbered, signed and the corporate seal attached.

Carried

14.1 By-Laws by Consent

14.1.1 By-Law 2020-115

A By-Law to Authorize Borrowing of Serial Debentures \$8,150,342.37 (to be circulated with the Amended Agenda)

14.1.2 By-Law 2020-116

A By-Law to Authorize Borrowing of Serial Debentures \$13,971,670.35 (to be circulated with the Amended Agenda)

14.1.3 By-Law 2020-117

A By-Law to Stop Up and Close Deane Street on Plan 8P between Holtom Street and Dobson Street, Except Part 3 on Plan 57R-9577, in the Geographic Town of Lindsay, City of Kawartha Lakes, designated as Part 2 on Plan 57R-9577, and to Authorize the Sale of the Land to the Abutting Owner

14.1.4 By-Law 2020-118

A By-Law to Authorize the Sale of Municipally Owned Property Legally Described Block D, Plan 386, in the Geographic Township of Somerville, City of Kawartha Lakes Designated as Parts 2 and 3 on Plan 57R-10763 Being Part of PIN: 63119-0232 (LT) and to Repeal and Replace By-Law 2019-151

14.1.5 By-Law 2020-119

A By-Law to Stop Up and Close Part of the Road Allowance Legally Described as Part of the Road Allowance between Lot 18 and Lot 19, Concession 2, in the Geographic Township of Somerville, City of Kawartha Lakes designated as Parts 6 and 7 on Plan 57R-10763 Being Part of PIN: 63119-0195 (LT) and to Repeal and Replace By-Law 2019-152

14.1.6 By-Law 2020-120

A By-Law to Stop Up and Close Part of the Road Allowance between Concessions 3 and 4, and Part of Lot 21, Concession 3, in the Geographic Township of Verulam, City of Kawartha Lakes, Designated as Parts 1-10 on Plan 57R-10775, Being Part of PIN: 63123-0413 (LT), and to Authorize the Sale of the Land to the Abutting Owners

14.1.7 By-Law 2020-121

A By-Law to Authorize the Sale of Municipally Owned Property Legally Described as Part of Lots 7 and 8, Block O, on Registered Plan No. 1, in the Geographic Town of Lindsay, City of Kawartha Lakes, described as Part 1 on Plan 57R-10824, Being Part of PIN: 63219-0003 (LT)

14.1.8 By-Law 2020-122

A By-Law Imposing Special Annual Drainage Rates Upon Land in Respect of Which Money is Borrowed under the Tile Drainage Act (Allison)

14.1.9 By-Law 2020-123

A By-Law to Amend The City of Kawartha Lakes Official Plan to Add Policies and Amend Schedules to Land Within The City of Kawartha Lakes (Source Water Protection)

14.1.10 By-Law 2020-124

A By-Law To Amend The Following 14 Zoning By-Laws To Rezone Land Within The City Of Kawartha Lakes (Source Water Protection)

Village of Bobcaygeon Zoning By-Law No. 16-78
Township of Eldon Zoning By-Law No. 94-14
Township of Emily Zoning By-Law No. 1996-30
Township of Fenelon Zoning By-Law No. 12-95
Village of Fenelon Falls Zoning By-Law No. 89-25
Townships of Laxton, Digby, Longford Zoning By-Law No. 32-83
Town of Lindsay Zoning By-Law No. 2000-75
Township of Manvers Zoning By-Law No. 87-06
Township of Mariposa Zoning By-Law No. 94-07
Oak Ridges Moraine Zoning By-Law No. 2005-133
Village of Omemee Zoning By-law No. 1993-15
Township of Ops Zoning By-Law No. 93-30
Township of Somerville Zoning By-Law No. 78-45
Township of Verulam Zoning By-law No. 6-87

14.1.13 By-Law 2020-125

A By-Law to Amend The Following 18 Zoning By-Laws within The City of Kawartha Lakes (Liquidation Sales):

Village of Bexley Zoning By-Law No. 93-09
Village of Bobcaygeon Zoning By-Law No. 16-78
Township of Carden Zoning By-Law No. 79-2

Township of Dalton Zoning By-Law No. 10-77
Township of Eldon Zoning By-Law No. 94-14
Township of Emily Zoning By-Law No. 1996-30
Township of Fenelon Zoning By-Law No. 12-95
Village of Fenelon Falls Zoning By-Law No. 89-25
Townships of Laxton, Digby, Longford Zoning By-Law No. 32-83
Town of Lindsay Zoning By-Law No. 2000-75
Township of Manvers Zoning By-Law No. 87-06
Township of Mariposa Zoning By-Law No. 94-07
Village of Omemee Zoning By-law No. 1993-15
Township of Ops Zoning By-Law No. 93-30
Township of Somerville Zoning By-Law No. 78-45
Village of Sturgeon Point By-Law No. 339
Township of Verulam Zoning By-Law No. 6-87
Village of Woodville Zoning By-Law No. 93-9

14.1.14 By-Law 2020-126

A By-Law to Assume Gilson Point Subdivision, Plan 57M-764, specifically Gilson Street, PIN: 63195-0150, and Wall Street, PIN: 63195-0143, the Stormwater Management Pond, Block 26, PIN: 63195-0137, and the associated 0.3 metre reserves, Blocks 23, 24, and 25, PINs: 63195-0122, 63195-0149, and 63195-0144, respectively, Geographic Township of Mariposa, The Corporation of the City of Kawartha Lakes

14.1.15 By-Law 2020-127

A By-Law To Deem Part of a Plan of Subdivision, Previously Registered for Lands Within Kawartha Lakes, Not to be a Registered Plan of Subdivision In Accordance with The Planning Act PIN 63116-0205 (LT) Described as Lot 11, Plan 175, Geographic Township of Bexley, Now City of Kawartha Lakes (12 Treewood Lane)

14.1.16 By-Law 2020-128

A By-Law to Deem Part of a Plan of Subdivision, Previously Registered For Lands Within Kawartha Lakes, Not to be a Registered Plan of Subdivision in Accordance with The Planning Act Pin # 63119-0230 (LT) Lot 24, Plan 386, Geographic Township of Somerville, Now City of Kawartha Lakes (90 River Road)

14.1.17 By-Law 2020-129

A By-Law to Deem Part of a Plan of Subdivision, Previously Registered for Lands within Kawartha Lakes, Not to be a Registered Plan of Subdivision in Accordance with The Planning Act PIN # 63108-0120(LT), Described as Lot 10, Plan 1360, Geographic Township of Carden, Now City of Kawartha Lakes (82 Fulsom Crescent)

14.2 By-Laws Extracted from Consent

14.1.11 CC2020-12.14.1.11

A By-Law to Amend The City of Kawartha Lakes Official Plan to Allow Additional Residential Units Within The City of Kawartha Lakes

14.1.12 CC2020-12.14.1.12

A By-Law To Amend The Oak Ridges Moraine Zoning By-Law No. 2005-133 To Rezone Land Within The City of Kawartha Lakes (Additional Residential Dwelling Units)

15. Notice of Motion

16. Closed Session

16.1 Adoption of Closed Session Agenda

CR2020-383

Moved By Councillor Elmslie

Seconded By Councillor Seymour-Fagan

That the Closed Session agenda be adopted as circulated.

Carried

16.2 Disclosure of Pecuniary Interest in Closed Session Items

There were no declarations of pecuniary interest disclosed.

The meeting recessed at 2:43 p.m. and reconvened at 2:53 p.m.

16.3 Move Into Closed Session

CR2020-384

Moved By Councillor Yeo

Seconded By Councillor Dunn

That Council convene into closed session at 2:53 p.m. pursuant to Section 239(2) of the Municipal Act, S.O. 2001 s.25, in order to consider matters

identified in Section 16.3 of the Regular Council Meeting Agenda of Tuesday, November 17, 2020, namely Items 16.3.1 to and including 16.3.4.

Carried

17. Matters from Closed Session

Item 6.3.1

The Confidential Closed Session Minutes of the October 20, 2020 Regular Council Meeting were approved.

Item 6.3.2

Council was provided an appraisal for the City-owned property located on Juniper Street, Fenelon Falls and legally described as Lots 247, 248, 249, and 256 on Plan 57; Subject to R283173; Blake Street on Plan 100 Closed By R274935 Between Rock Street and Hill Street; Part of Hill Street on Plan 100 Closed by R274935; designated as Part 7 on Plan 57R-6341, in the Geographic Village of Fenelon Falls, City of Kawartha Lakes.

Item 6.3.3

Council was provided an appraisal for the City-owned property located at Lot 4, 5 and 6 on Plan 9, Fleetwood Road, in the Geographic Township of Manvers

Item 6.3.4

The City Solicitor provided an update to Council on Case PL120217 before the Local Planning Appeal Tribunal, being the City of Kawartha Lakes Official Plan 2012 and Secondary Plans thereto, and received instruction pertaining to the same.

18. By-Laws

18.1 CC2020-12.18.1

A By-Law to Authorize the Sale of Municipally Owned Property Located on Juniper Street, Fenelon Falls and Legally Described as Lot 249 on Plan 57 (PIN: 63149-0204 (LT)); Lot 256 on Plan 57; Subject to R283173 (PIN: 63149-0205 (LT)); Blake Street on Plan 100 Closed By R274935 Between Rock Street and Hill Street (PIN: 63149-0211 (LT)); Part of Hill Street on Plan 100 Closed by R274935, being Part 7 on Plan 57R-6341 (PIN: 63149-0212 (LT)); and Lot 247 and Lot 248 on Plan 57 (PIN: 63149-0234 (LT)) in the Geographic Township of Fenelon Falls, City of Kawartha Lakes

CR2020-390

Moved By Councillor Yeo

Seconded By Councillor Elmslie

That a by-law to Authorize the Sale of Municipally Owned Property Located on Juniper Street, Fenelon Falls and Legally Described as Lot 249 on Plan 57 (PIN: 63149-0204 (LT)); Lot 256 on Plan 57; Subject to R283173 (PIN: 63149-0205 (LT)); Blake Street on Plan 100 Closed By R274935 Between Rock Street and Hill Street (PIN: 63149-0211 (LT)); Part of Hill Street on Plan 100 Closed by R274935, being Part 7 on Plan 57R-6341 (PIN: 63149-0212 (LT)); and Lot 247 and Lot 248 on Plan 57 (PIN: 63149-0234 (LT)) in the Geographic Township of Fenelon Falls, City of Kawartha Lakes be read a first, second and third time, passed, numbered, signed and the corporate seal attached.

A Recorded Vote was requested by Councillor Ashmore.

	For	Against	Absent
Mayor Letham	X		
Deputy Mayor O'Reilly	X		
Councillor Ashmore		X	
Councillor Dunn	X		
Councillor Elmslie	X		
Councillor Richardson	X		
Councillor Seymour-Fagan		X	
Councillor Veale	X		
Councillor Yeo	X		
Results	7	2	0
			Carried

19. Confirming By-Law

19.1 CC2020-12.19.1

A By-Law to Confirm the Proceedings of the Regular Meeting of Council,
November 17, 2020

CR2020-391

Moved By Councillor Seymour-Fagan

Seconded By Councillor Yeo

That a by-law to confirm the proceedings of a Regular Council Meeting held
Tuesday, November 17, 2020 be read a first, second and third time, passed,
numbered, signed and the corporate seal attached.

Carried

20. Adjournment

CR2020-392

Moved By Councillor Yeo

Seconded By Councillor Dunn

That the Council Meeting adjourn at 3:38 p.m.

Carried

Read and adopted this 15 day of December, 2020.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

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

CC2020-13

Tuesday, December 1, 2020 – Electronic Public Participation

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 Patrick O'Reilly

Councillor Ron Ashmore

Councillor Pat Dunn

Councillor Doug Elmslie

Councillor Tracy Richardson

Councillor Kathleen Seymour-Fagan

Councillor Andrew Veale

Councillor Emmett Yeo

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

Mayor Letham called the Meeting to order at 9:00 a.m. Deputy Mayor P. O'Reilly and Councillors R. Ashmore, P. Dunn, D. Elmslie, T. Richardson, K. Seymour-Fagan, A. Veale and E. Yeo were in attendance.

CAO R. Taylor, City Clerk C. Ritchie, Deputy Clerk S. O'Connell, Deputy Clerk J. Watts and Director J. Stover were in attendance in Council Chambers.

Directors J. Rojas, C. Shanks, R. Sutherland, Chief of Paramedic Services R. Mellow, Chief of Services M. Pankhurst, Treasurer C. Daynes and Supervisor of Technical Services M. Farquhar were in attendance electronically.

2. Adoption of Agenda

CR2020-393

Moved By Councillor Elmslie

Seconded By Deputy Mayor O'Reilly

That the Agenda for the Open Session of the Special Council Meeting of Tuesday, December 1, 2020, be adopted as circulated.

Carried

3. Disclosure of Pecuniary Interest

There were no declarations of pecuniary interest disclosed.

4. Deputations

5. Correspondence

6. Reports

6.1 CORP2020-019

Proposed 2021 Operating Budget Update

Jennifer Stover, Director of Corporate Services

CR2020-394

Moved By Councillor Ashmore

Seconded By Councillor Richardson

That Report CORP2020-019, **Proposed 2021 Operating Budget Update**, be received.

Carried

6.2 CORP2020-018

Options for Disposition of 2019 Surplus

Ron Taylor, Chief Administrative Officer

Jennifer Stover, Director of Corporate Services

CR2020-395

Moved By Councillor Richardson

Seconded By Councillor Veale

That Report CORP2020-018, **Disposition of 2019 Surplus**, be received; and

That the 2019 Surplus of \$2,999,743 be maintained in the Contingency Reserve for the purpose of funding community, economic, and corporate pandemic recovery initiatives.

Carried

6.3 PUR2020-032

Single Source for Contract Administration and Site Inspection for the Downtown Reconstruction Phase III

Linda Lee, Buyer

Corby Purdy, Supervisor, Infrastructure, Design, Construction

CR2020-396

Moved By Councillor Dunn

Seconded By Deputy Mayor O'Reilly

That Report PUR2020-032, **Single Source – CIMA Canada Inc. for the Contract Administration and Site Inspection for the Downtown Reconstruction Phase III**, be received;

That Council authorize the single source purchase to CIMA Canada Inc. for the contract administration and site inspection for Phase III of the downtown Lindsay reconstruction for the total amount of \$484,228.00 not including HST;

That the budget for the roads component of the Downtown Reconstruction project 983210300 be reduced by \$732,571 with \$659,314 returned to the Capital reserve and \$73,257 returned to the Roads Development Charge Reserve;

That the budget for the water and sewer component of the Downtown Reconstruction project 998210300 be reduced by \$570,153 with \$146,375

returned to the Sewage Development Charges Reserve, \$170,393 reduction in the SCF Grant, and \$253,385 reduction in debenture; and

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

Carried

7. Proposed 2021 Tax-Supported Capital Budget

7.1 CC2020-13.7.1

Review of the 2021 Tax Supported Capital Budget

CR2020-397

Moved By Councillor Elmslie

Seconded By Councillor Yeo

That Staff be requested to provide a list of small low volume gravel roads, in consultation with Council, and report back to Council by the end of Q2, 2021 on the cost to hard-top the roads identified.

Carried

CR2020-398

Moved By Councillor Elmslie

Seconded By Councillor Dunn

That JDE Project 928210107, being the Victoria Manor Wanderguard System in the amount of \$25,000, be removed from the proposed Tax-Supported Capital Budget.

Carried

CR2020-399

Moved By Deputy Mayor O'Reilly

Seconded By Councillor Elmslie

That JDE Project 928210108, being Victoria Manor WiFi for PSW Record Activity in the amount of \$84,000, be reduced to \$54,000 in the proposed 2021 Tax-Supported Capital Budget.

Carried

CR2020-400

Moved By Councillor Elmslie

Seconded By Councillor Veale

That the Mariposa Fire Hall Particulate Air Cleaner System be completed within the approved capital budget of \$1,960,000 for the Mariposa Fire Station (932190104); and

That JDE Project 932210101, Mariposa Fire Hall Particulate Air Cleaner System in the amount of \$35,000, be removed from the proposed 2021 Tax-Supported Capital Budget.

Carried

The Meeting recessed at 10:28 a.m. and reconvened at 10:38 p.m.

CR2020-401

Moved By Councillor Yeo

Seconded By Deputy Mayor O'Reilly

That JDE Project 953210103, being the Laxton-Digby Longford Roads Depot Demolition in the amount of \$36,000, be deferred for one year while options for the property are explored.

Carried

CR2020-402

Moved By Councillor Seymour-Fagan

Seconded By Councillor Ashmore

That the Acquisition of Fire Station and Training Centre WiFi, in the amount of \$16,000, be included as a Decision Unit for the proposed 2021 Tax-Supported Capital Budget.

Carried

The Meeting recessed at 12:00 and reconvened at 12:38 p.m.

CR2020-403

Moved By Councillor Yeo

Seconded By Councillor Elmslie

That the replacement of sidewalks on William Street (King Street to Canal Street), Bobcaygeon, in the amount of \$94,000, Monk Road (CKL Road 121 to Bobcaygeon Road), Kinmount, in the amount of \$25,000, and Green Street (Murray Street to #3 Green Street), Fenelon Falls, in the amount of \$30,000, be included as Decision Units for the proposed 2021 Tax-Supported Capital Budget.

Carried

7.2 CC2020-13.7.2

Decision Units - 2021 Tax-Supported Capital Budget

CR2020-404

Moved By Councillor Elmslie

Seconded By Councillor Yeo

That the Decision Units for the proposed 2021 Tax-Supported Capital Budget, as amended, be received.

Carried

CR2020-405

Moved By Councillor Elmslie

Seconded By Deputy Mayor O'Reilly

That Decision Unit #1, Colborne Street (Water Street to Bond Street), Fenelon Falls, in the amount of \$2,733,000, be approved, included in the proposed 2021 Tax-Supported Capital Budget and funded \$659,314 from the Capital Reserve, \$273,300 from the Development Charge Reserves and the balance to be funded from the Pandemic related portion of the Contingency Reserve.

Carried

CR2020-406

Moved By Councillor Elmslie

Seconded By Councillor Dunn

That Decision Unit #2, Colborne Street (Water Street to Bond Street), Fenelon Falls, Watermains, in the amount of \$1,261,000, be approved, included in the proposed 2021 Tax-Supported Capital Budget and funded from the Water and Sewer Debenture.

Carried

CR2020-407

Moved By Councillor Veale

Seconded By Councillor Yeo

That the Replacement and Upgrade of the Head Lake Boat Launch, in the amount of \$40,000, the Elliott Falls Boat Launch, in the amount of \$35,000, and the Coulson Park Boat Launch, in the amount of \$40,000, be included in the proposed 2021 Tax-Supported Capital Budget and funded by the Pandemic related portion of the Contingency Reserve.

Carried

CR2020-408

Moved By Councillor Elmslie

Seconded By Councillor Yeo

That Decision Unit #5 Oakwood Roads Depot Oil and Grit Separator, in the amount of \$120,000, be approved, included in the proposed 2021 Tax-Supported Capital Budget and funded from the Capital Contingency Reserve

Carried

CR2020-409

Moved By Councillor Seymour-Fagan

Seconded By Councillor Dunn

That Decision Unit #6 Fairbairn Rd Twin Culverts, in the amount of \$200,000, be approved, included in the proposed 2021 Tax-Supported Capital Budget and funded from the Capital Contingency Reserve.

Carried

Moved By Deputy Mayor O'Reilly

Seconded By Councillor Seymour-Fagan

That Decision Unit #7 Police Services Building Evidence Room and Forensic Lab, in the amount of \$423,000, be approved, included in the proposed 2021 Tax-Supported Capital Budget and funded from the Capital Contingency Reserve.

Motion Failed

CR2020-410

Moved By Councillor Elmslie

Seconded By Councillor Yeo

That Decision Unit #8 Police Services Building Servers, in the amount of \$26,000, be approved, included in the proposed 2021 Tax-Supported Capital Budget and funded from the Capital Contingency Reserve; and

That Decision Unit #9 Police Services Building Cell Toilet and Plumbing, in the amount of \$16,000, be approved, included in the proposed 2021 Tax-Supported Capital Budget and funded from the Capital Contingency Reserve.

Carried

CR2020-411

Moved By Councillor Elmslie

Seconded By Deputy Mayor O'Reilly

That JDE Project 950210102, 50/50 Community Program, receive a one-time increase of \$80,000 for the proposed 2021 Tax-Supported Capital Budget, funded from the Pandemic related portion of the Contingency Reserve; and

That the Terms of Reference for the associated Committees be amended to reflect this direction.

Carried

CR2020-412

Moved By Councillor Seymour-Fagan

Seconded By Councillor Yeo

That the Sidewalk Replacement on William Street (King Street to Canal Street), Bobcaygeon, in the amount of \$94,000, be approved, included in the proposed 2021 Tax-Supported Capital Budget and funded from the Capital Contingency Reserve.

Carried

CR2020-413

Moved By Councillor Seymour-Fagan

Seconded By Deputy Mayor O'Reilly

That the Sidewalk Replacement on Monck Road (CKL Road 121 to Bobcaygeon Road), Kinmount, in the amount of \$25,000, be approved, included in the proposed 2021 Tax-Supported Capital Budget and funded from the Capital Contingency Reserve.

Carried

CR2020-414

Moved By Councillor Elmslie

Seconded By Councillor Dunn

That the Sidewalk Replacement on Green Street (Murray Street to #3 Green Street), Fenelon Falls, in the amount of \$30,000, be approved, included in the proposed 2021 Tax-Supported Capital Budget and funded from the Capital Contingency Reserve.

Carried

CR2020-415

Moved By Councillor Yeo

Seconded By Councillor Elmslie

That the 2021 Tax-Supported Capital Budget, as amended, be approved.

Carried

8. Confirming By-Law

8.1 CC2020-13.8.1

A By-Law to Confirm the Proceedings of the December 1, 2020 Special Council Meeting

CR2020-416

Moved By Councillor Dunn

Seconded By Councillor Veale

That a by-law to confirm the proceedings of a Special Council Meeting held Tuesday, December 1, 2020 be read a first, second and third time, passed, numbered, signed and the corporate seal attached.

Carried

9. Adjournment

CR2020-417

Moved By Deputy Mayor O'Reilly

Seconded By Councillor Yeo

That the Council Meeting adjourn at 1:37 p.m.

Carried

Read and adopted this 15 day of December, 2020.

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: *

Diane Dilling

Address: *

1915 Pigeon Lake Rd, Con 12 Pt lot 20 Emily township

City/Town/Village:

Lindsay

Province: *

On

Postal Code:

k9v4r5

Telephone: *

705-799-2586

Email: *

dillreid1915@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:

Diane Dilling

Deputant Two:

First Name, Last Name

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

I am hoping that the Martin Petition will be turned down by City Council.

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:

Diane Dilling

Date:

12/7/2020



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 agree to the publication of your name and contact information on the City's website and the City Council agenda? *

☒ Yes

☐ No

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

Good Afternoon Mr. Mayor and Councillors.

My name is Diane Dilling. Myself and Paul Reid own 98.75 acres at 1915 Pigeon Lake Rd. Con. 12 Pt. Lot 20. We have resided at this location since Nov. 1st 1997. We are the adjacent farm to our new neighbors The Martins at 1899 Pigeon Lake Rd. as of April 2020.

The Martin Municipal Drain is being petitioned to run approximately 500 meters in length through our farm.

I'm speaking today to oppose the Martin Drain Petition.

On Oct. 2nd 2020 while discussing the drainage problem with Mr. Adam Martin he brought to my attention that his roadside ditch was flooding into his front field. He mentioned that he thought more than 50% of the water going through our farm comes in from his roadside ditch as well. I reminded Mr. Martin that we wanted him to run his tile draining to the road, like I had previously discussed Sept 10th 2019 with Peter Martin, his brother, and their tile drain contractor prior to the purchase of the farm. I also suggested installing a culvert under his entrance to run the water down the roadside ditch to alleviate the water flooding into his front field. He agreed the culvert installation would solve the roadside ditch drainage problem. He then called Lucas Feitler, Drainage Superintendent regarding the culvert and then called us right back.

Oct 26th 2020 I noticed an excavator at Mr. Martin's and was worried that he was going to dig out the small watercourse ditch at the property line. I called Mr. Martin saying that I don't want a mutual agreement drain. He informed me that he had called Mr. Scott Hodgkins of the Road's Department with no success to get roadside ditching done and that he wished that I would call Mr. Hodgkins.

Oct. 27th 2020 I noticed Mr. Martin was digging out the small watercourse ditch with an excavator where he wants to outlet his tile drainage at the property line. I took pictures and asked if he had a permit and said, "that you are not allowed to run more water into our farm, you're scaring me". I called Mr. Feitler very upset that Mr. Martin had dug the small ditch deeper and wider and said, I don't want a mutual agreement drain. I also noticed Mr. Martin digging several trenches with the excavator in his front field directing more water to our farm.

Oct 29th 2020 I noticed a city truck at Mr. Martin's, I saw straw bales in the bottom of the small watercourse at the property line. Mr. Martin said, if he doesn't install a culvert under his entrance the city will help him pay for a municipal drain. I am shocked by this statement.

After walking Pigeon Lake Road east of Settlement Rd., we noticed every entrance has a culvert except Mr. Martin's.

A practical alternative solution to an expensive municipal drain and ongoing maintenance costs to the community would be to; install a culvert under Mr. Martin's driveway and to complete ditching to create positive flow to Mr. Feitler's specifications as shown in the diagram he provided (1), install a berm to keep the water in the ditch recommended to Mr. Martin by Mr. Scott Hodgkins, and to install a pump if necessary.

I have a quote for the culvert installation, ditching and berm from a construction company for \$7,514.50 (2).

REFERENCES

1. Lucas Feitler's diagram and ditch grades ... see attached Appendix 1
2. Construction Quote for culvert installation, ditching and berm ... see attached Appendix 1

Adam Martin - North Roadside Ditch

	Distance (m)	Shot (m)	Elevation (m)	Difference(m)	Grade	Height of level	Benchmark Elevation	F.S.	B.S.
							200.000		
1	Access on Pipe Road	1.607	198.393				200.000		
2	East	1.697	198.303				200.000		
3		1.862	198.138				200.000		
4		1.966	198.034				200.000		
5		2.097	197.903				200.000		
6		2.169	197.831				200.000		
7		2.317	197.683				200.000		
8		2.39	197.610				200.000		
9		2.38	197.620				200.000		
10		2.215	197.785				200.000		
11		2.04	197.960				200.000		
12		2.009	197.991				200.000		
13	d/w	2.026	197.974				200.000		
14	d/w	2.106	197.894				200.000	2.257	
15		1.964	197.328				199.292		1.549
16		2.49	196.802				199.292		
17		2.935	196.357				199.292		
							199.292		

Lucas Fetter

Chart Title

North roadside ditch → Pigeon Lake rd (1899)

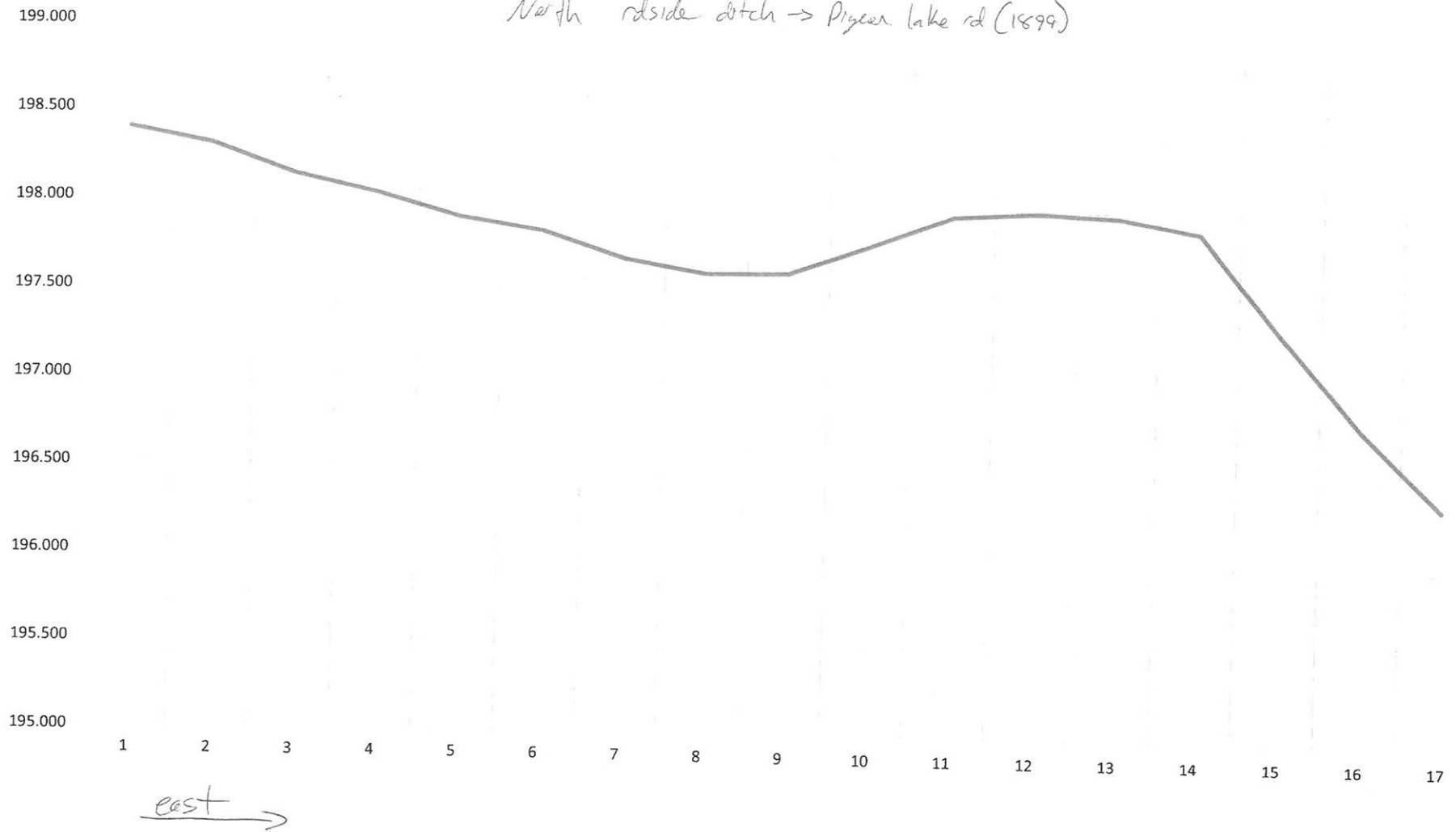
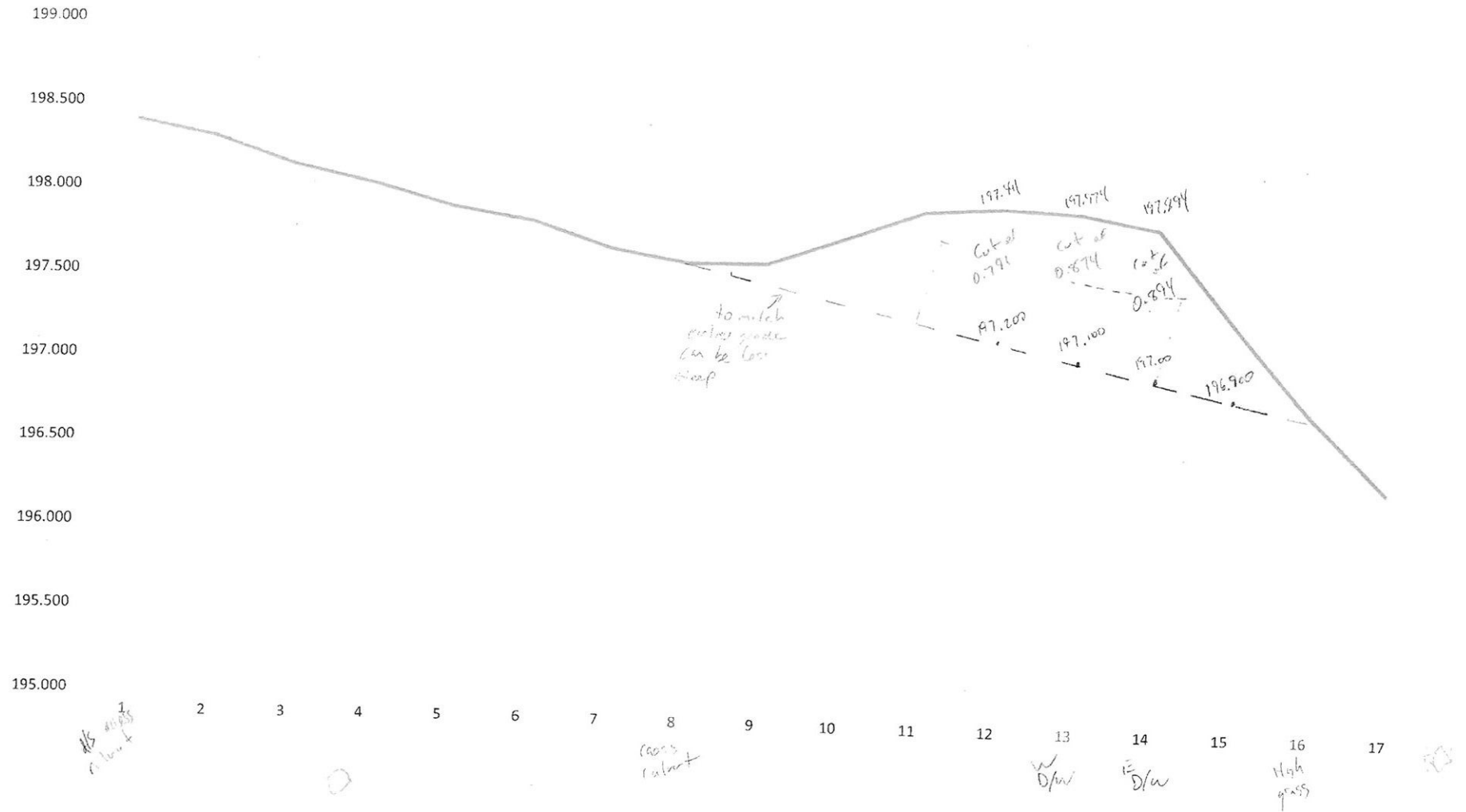


Chart Title



Taylor & Son Construction LTD.

1812 Pigeon Lake Rd, Lindsay, ON K9V 4R5
 Phone 705-799-1336
 Fax 705-799-2216
 taylorandson@taylorandson.ca

TO: Paul Reid and Diane Dilling
 1899 Pigeon Lake Rd.
 705-799-2586

SUBJECT: This estimate is being provided for the east driveway at
 1899 Pigeon Lake Rd. as well as ditching on Con 12 part lot 19.

SALESPERSON	JOB	DATE
Jim	Ditching	December 3 rd , 2020

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Provide excavator, dump truck, and flag personnel to ditch approx. 180' of ditch in front of 1899 Pigeon Lake Rd.		
	Build small berm in front of fence to stop road water from entering the field at 1899 Pigeon Lake Rd.		
	Road water to now run down the ditch instead of running into field		

SUBTOTAL	\$4850.00
HST	\$630.50
TOTAL	\$5480.50

Joel Watts

To: Paul Reid
Subject: RE: Regarding the Petition for the Martin Drain

From: Paul Reid & Diane Dilling
Sent: Tuesday, November 24, 2020 4:23 PM
To: Agenda Items <AgendaItems@kawarthalakes.ca>
Subject: Regarding the Petition for the Martin Drain

Previous email sent to Joel Watts Nov 23 2020 5:34pm

"Thank you. Unfortunately I didn't find out that there was a Drainage Board meeting until Fri. Nov. 20th at 4:45pm. I left a message at 9:30am Mon. Nov 23 with Lucas Feitler and then talked to Mike Farguhar after Lucas Feitler returned my call and waited for the information to be sent to me by Mike and yourself. I think Lucas Feitler should have been courteous enough to let me know about this meeting since the drain is being petitioned to run approx. 500 meters through my property. Thank you Diane Dilling"

Further to this, We were very upset and disappointed Lucas Feitler didn't inform us well in advance of this Drainage Board Meeting, so we would have time to prepare and participate. The short time frame has caused a great deal of stress and anxiety to us. We should have been granted more time to adequately put together an information package that presents our concerns. Thank you Diane Dilling and Paul Reid

SUPPORTING INFORMATION

Expensive Municipal Drains :

According to Ministry of Agricultural and Rural Affairs Annual Report presented at the Drainage Practitioner's Meeting Oct.26 2017 the average municipal drain cost according to statistics in Ontario was \$138,739.00 and the average maintenance cost was \$5,553.00 in 2016/17.

1899 Pigeon Lake Rd. (Small 48 acre farm)

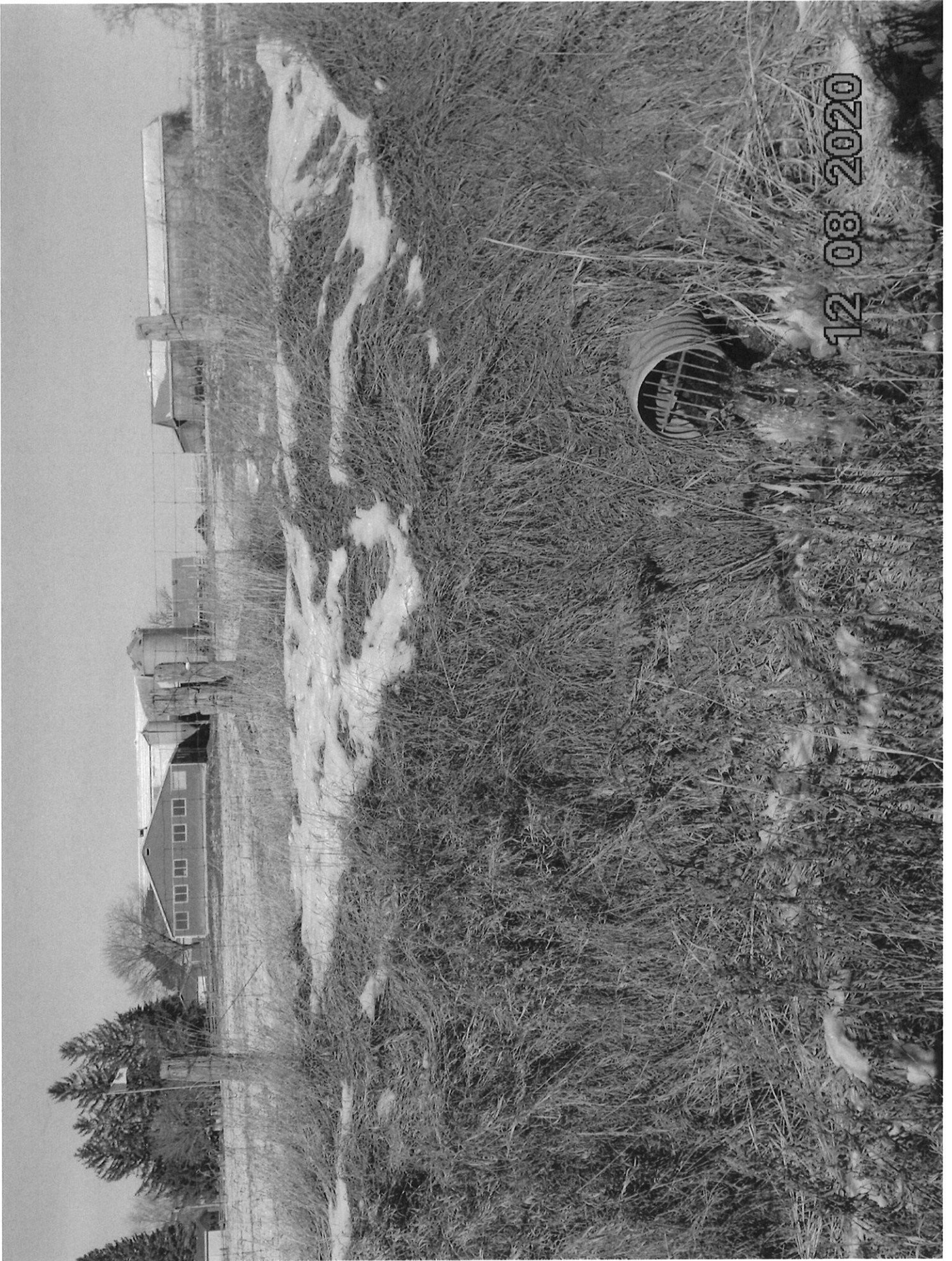
Council Policy no.114EPW007 City of Kawartha Lakes

Council Policy Name: Agricultural Tile Drain Discharge to Roadside Ditches

1.0 Special Considerations

1.3 A new registered agreement is created which allows for the discharge of agricultural drains or ditches to the roadside ditch. The creation of new agreements will generally be limited to minor drainage works.





12 08 2020



8.3 Pump Outlets

- Consider a pumped outlet instead of a long, costly drain or a deep outlet ditch. A pump can also drain small, isolated areas which can't drain by gravity on individual farms. This is helpful as very productive land is often in lower areas.
- Design a subsurface drainage system as outlined in Section 2 and connect the main drain into a sump, and, or a pond storage ditch. A pump lifts the water to a gravity outlet.
- Using a self-priming submersible sump pump handles high capacity at a low cost. Determine pump capacity required from Table 11, and select pump on the basis of pump capacity and lift. Pump lift must not exceed 3 m (10 ft).

Table 11. Design Values for Pump Drainage

Drainage Area	Pump and Motor Capacity				Minimum Storage Volume Required		
	Tile Drain Discharge		Surface and Tile Drain Discharge		Automatic Operation		Manual Operation Surface and Tile Drain Discharge
	Pump	Motor	Pump	Motor	Tile Drain Discharge	Surface and Tile Drain Discharge	
ha (ac)	L/s (gal/m)	kW (hp)	L/s (gal/m)	kW (hp)	m ³ (ft ³)	m ³ (ft ³)	m ³ (ft ³)
4 (10)	10 (132)	1.1 (1.5)	11 (145)	1.1 (1.5)	1.0 (35)	1.2 (42)	200 (7,063)
8 (20)	20 (264)	1.1 (1.5)	23 (304)	1.1 (1.5)	1.5 (53)	1.8 (64)	400 (14,126)
16 (40)	30 (396)	1.1 (1.5)	38 (502)	1.5 (2)	2.8 (100)	3.4 (120)	600 (21,189)
24 (60)	40 (528)	1.5 (2)	45 (594)	2.2 (3)	4.2 (150)	5.0 (177)	800 (28,252)
32 (80)	50 (660)	2.2 (3)	60 (792)	3.7 (5)	5.7 (200)	6.8 (240)	1,000 (35,315)
40 (100)	60 (792)	3.7 (5)	75 (990)	3.7 (5)	9.5 (336)	11.5 (406)	1,200 (42,378)
60 (150)	90 (1,188)	5.5 (7.4)	115 (1,518)	5.5 (7.4)	14.0 (495)	16.8 (593)	1,800 (63,566)
80 (200)	125 (1,650)	5.5 (7.4)	150 (1,980)	7.4 (10)	18.9 (667)	22.7 (800)	2,500 (88,287)



November 25, 2020

Dear Mayor and Members of Council;

I have been asked to prepare a letter in regards to my interest in getting an annual winter festival going in the City of Kawartha Lakes.

I am the current volunteer president of Snowshoe Canada a national non profit sports group that promotes outdoor health and fitness during the winter months.

I also own a cottage on Balsam Lake and have been a cottager in the area since 1977.

Many communities have this sort of festival during the winter months to promote health and encourage people from the local area to get out and enjoy winter activities. In addition to the health benefits these festivals bring tourism dollars to local businesses.

In my attempts to get this concept off the ground I have had some positive discussions with Councillor Doug Elmslie, Tourism staff member Laurie McCarthy, Mayor Andy Letham and Parks and Recreation Manager Jenn Johnson.

I have been one of the main organizers connected to the annual Snowshoe Kawartha event in Fenelon Falls on the first Saturday February for the last 4 years and would like to see this one day event expanded to include more activities in other parts of the city.

I think the first step in getting this going is to have the City council officially recognize this as an annual event to take place within the city and set in motion a plan to build the event gradually over the years.

The festival would be a joint effort between the city and local sports and volunteer groups.

There are already some small winter events happening within the city being operated by mostly volunteers so adopting an official city endorsed weekend would help to tie things together and promote the festival on wider scale.

Some examples of events that have been done at other festivals have included

Snowshoeing, skating, pond hockey, dog sled rides, snow sculptures, snow man making, skiing, fireworks, outdoor concerts.

Indoor activities could include a figure skating demonstration, curling, charity hockey game or evening dancing.

In closing, I would like to see the City adopt a resolution to begin organizing a winter festival and set in motion plans to build the event over the next few years.

I look forward to continued discussion about this event.

Yours truly;

David Robinson

President

December 6, 2020

CKL Council Members

Re: Martin Municipal Drain Petition

We are the property owners at 32 Settlement Road, Lindsay (Pt Lot 19, Conc 12, Emily Twp) and have recently learned of an application submitted by Adam Martin (1899 Pigeon Lake Rd) for a municipal drain.

This letter is to voice our objections to a municipal drain on the neighbouring property. We are not interested in a municipal drain in our area; it would be of no benefit to our property and financially cannot afford the costs involved with a municipal drain. An Ontario Ministry of Agriculture, Food & Rural Affairs (OMAFRA) report dated October 26, 2017 shows the *average* cost of a municipal drain to be \$138,739, with maintenance costs averaging \$5,553 per year. We understand Mr. Martin wants to tile drain his field and feel if he wants this, he should incur all costs associated with it, without affecting neighbouring properties. We also understand there is an option to tile drain to the ditch. Mr. Martin's property is the only one on Pigeon Lake Road without a culvert, which if installed, should alleviate the water runoff, providing an outlet for the tile draining. We've walked from the corner of Settlement Road to Mr. Martin's driveway, and it is evident the ditch is in need of work for proper water drainage. Costs for a culvert and ditching would then be the burden of Mr. Martin and the City of Kawartha Lakes. This would be a more viable resolution, affecting only those who will reap the benefits.

We own 96 acres consisting of mostly sandy loam soil, limiting agricultural activities. In 2012, we entered into an agreement under the Managed Forest Program to sustain the natural environment and continue to do so. Mapping shows a watercourse on the southeast portion of our property. We question the date when this mapping was done. Our property does have low areas, with standing water. During major rain events water is moving in all different directions, with no apparent main water course. Also of note, the east side of Settlement Road has no functional ditches and only one driveway along this side has a culvert. In 2019, CKL installed a large road culvert going under Settlement Road, moving a large amount of water to the east side, to which there are no ditches. Ditching and culverts on Settlement Road may also assist with the Martin property.

The Drainage Board meeting held on November 24, 2020 addressing the Martin application shows concerns raised from some board members. I strongly encourage CKL Council to watch this meeting from the 11:35 through to the 58:13 minute mark before making a decision on this municipal drain application. Councillor Ashmore brings forth valid questions around the cost of ditching and culvert installation, to which surprisingly, there is no estimation on costs. As tax payers and property owners who may financially be impacted for years to come, we want to know every avenue and/or options, including the costs associated have been researched before the CKL enters into a long term municipal drain commitment for the sake of meeting Drainage Act timelines and for the benefit of an individual landowner.

In closing, we reiterate, we are not interested in a municipal drain and the costs associated with a municipal drain and would request further study of the ditches on Pigeon Lake and Settlement Road.

Cindy and Scott Haney
32 Settlement Road
Lindsay ON
K9V 4R5

From: noreply@kawarthalakes.ca <noreply@kawarthalakes.ca> On Behalf Of George and Shirley Salter
Sent: Monday, December 7, 2020 8:24 PM
To: Clerks <clerks@kawarthalakes.ca>
Subject: Martin Drain Petition

Attention: Mr Mayor and City Councillors

George and Shirley Salter,
1825 Pigeon Lake Road,
Lot 18 Concession 11.

We own 99 acres and have farmed this land for almost 35 years. According to a map from Kawartha Conservation we are in the same watershed as Mr Martin at 1899 Pigeon Lake Road. We are opposed to the municipal drain being proposed in our community.

We are seniors on a fixed income and can't afford nor do we want this drain. It isn't just the cost of installation but also the future maintenance that we will be financially responsible for. Again, we are seniors on a fixed income. If we have to pay for a portion of this it could force us off our farm

It is a known fact that this can also affect and lower our water table. I suggest Mr Martin run his tile draining to the road ditch. Install a culvert and do some ditching.

Please confirm that you received this email.

Thank you

Shirley and George Salter

RECEIVED

NOV 20 2020

Hickory Beach Association
hbassc@gmail.com
www.hickorybeach.ca

November 19, 2020

Mayor Andy Letham and Members of Council

City of Kawartha Lakes

PO Box 696, 26 Francis Street, Lindsay, Ontario, K9V 4W9

OFFICE OF THE CITY CLERK
KAWARTHA LAKES

Dear Mayor Letham and Members of Council,

Please accept this letter and the attached petitions concerning the roadways within the Hamlet of Hickory Beach.

The petition concerns itself with the condition of the following roadways within the Hamlet of Hickory Beach: **HICKORY BEACH ROAD FROM CKL ROAD 30 TO SANDY POINT ROAD AND CKL ROAD 30 FROM HICKORY BEACH ROAD TO CKL ROAD 25**. One Hundred and forty eight (148) individuals have provided their signatures to this petition representing the combined occupants attached to 120 residences. Their combined concerns go well beyond the condition of the road surfaces but more importantly for the safety of those utilizing these community roadways.

RESURFACING OF HICKORY BEACH ROAD FROM CKL ROAD 30 TO SANDY POINT ROAD AND CKL ROAD 30 FROM HICKORY BEACH ROAD TO CKL ROAD 25.

Hickory Beach Road is a main access artery to and from the Hamlet of Hickory Beach which is home to approximately 200 residences. The last five years has seen many of the residences transitioning from seasonal residences to full time residences with many being occupied by younger families with children. In 2012 Hickory Beach Road was resurfaced with a black top. This broke down very quickly resulting in work crews filling large potholes 4-5 times annually. In addition a number of residents have incurred significant damage to their vehicles in between the filling of the potholes.

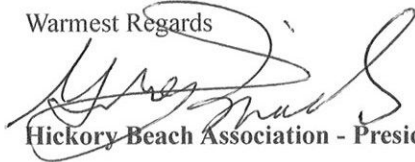
The mixing of motorists, attempting to avoid numerous potholes, and the many pedestrians and cyclists using Hickory Beach Road is a recipe for a tragic ending. The community has lost a young boy (7 yrs. of age) on a bicycle to a roadway fatality approximately 7 years ago at the North Bayou Road and Hickory Beach Road resulting in a change of the speed on Hickory Beach Road just north of this intersection. Hickory Beach Road is a main school bus route being traversed daily by two separate school buses in the morning and afternoon.

The decision to resurface Hickory Beach Road with a blacktop in 2012 that is a main artery into a community housing 200 residences should not disadvantage residents for a prolonged period of time due to an original inadequate resurfacing methodology. This same blacktop resurfacing was also applied to CKL Road 30 in 2012 from Hickory Beach Road to CKL Road 25. This portion of CKL Road 30 significantly deteriorated so much that the intersection of Hickory Beach Road and CKL Road 30 was resurfaced with asphalt in 2018. This portion of CKL Road 30 at the intersection of Hickory Beach Road has and continues to stand up exceptionally well even though the previous blacktop broke down so badly it posed a significant safety issue for motorists attempting to navigate the intersection.

The resurfacing with asphalt of Hickory Beach Road and CKL Road 30 as set out above will not only address safety concerns but will have immediate savings in material and man hours as the filling of potholes will be eliminated well into the foreseeable future.

Mayor Letham please urge council to consider the resurfacing of Hickory Beach Road from CKL Road 30 to Sandy Point Road and CKL Road 30 from Hickory Beach Road to CKL Road 25 with asphalt.

Warmest Regards



Hickory Beach Association - President Greg Mills

millsbg@gmail.com

CC - Councillor D. Elmslie - CKL - Ward 3, CKL Director of Public Works - Bryan Robinson, CKL Technical Services - Joseph Kelly.

*Joe. Gue,
Oakwood Dr.*

7

Petition for Road Resurfacing

Hamlet of Hickory Beach

Petition summary and background	Condition of roadways within the Hamlet of Hickory Beach. Hickory Beach Road and CKL 30 from Hickory Beach to CKL 25 were resurfaced in 2012 applying a blacktop as opposed to an asphalt resurfacing. Both roads have deteriorated noticeably within three years of the resurfacing with the CKL paying out significant funds for crews to repair the potholes 4-6 times per season. There are approximately 200 residences in the Hamlet of Hickory Beach and the main route of access to the community is via Hickory Beach Road from CKL 25. Each year the number of potholes and depth of the potholes increase. Vehicles have sustained damage to their suspensions and are weaving around potholes creating a dangerous environment for approaching vehicles and pedestrians. The decision by the CKL to use a blacktop resurfacing in 2012 for such a heavily utilized route should not disadvantage residents for a prolonged period of time due to an original inadequate resurfacing methodology.
Action petitioned for	We, the undersigned, are concerned residents who urge our leaders to act now to have the noted roads resurfaced in 2020-21.

Printed Name	Signature	Address	Comment	Date
R. JOHNSON	<i>R. Johnson</i>			8-30-20
AL SANFORD	<i>Al Sanford</i>			
Dana Struwe	<i>Dana Struwe</i>			
LINDA + Owen	<i>Linda Owen</i>			
Gary Owen	<i>Gary Owen</i>			
Kathryn Portsmouth	<i>Kathryn Portsmouth</i>			
Mike Thompson	<i>Mike Thompson</i>			

7

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

PC2019-08
Wednesday, December 2, 2020
1:00 P.M.
Council Chambers
City Hall
26 Francis Street, Lindsay, Ontario K9V 5R8

Members:
Mayor Andy Letham
Deputy Mayor Patrick O'Reilly
Councillor Kathleen Seymour-Fagan
Councillor Andrew Veale
Mike Barkwell
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

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

Deputy Clerk and Recording Secretary J. Watts, Director of Development Services C. Marshall, Manager of Planning R. Holy, Policy Planning Supervisor L. Barrie, Supervisor of Development Engineering C. Sisson, Economic Development Officer - Heritage Planning E. Turner, and Planners II D. Harding, A. Kalnina, and K. Stainton were also in attendance.

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

PAC2020-055

Moved By Councillor Veale

Seconded By M. Barkwell

That the agenda be adopted as circulated.

Carried

2. Declarations of Pecuniary Interest

There were no declarations of pecuniary interest disclosed.

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 PLAN2020-059

Applications to amend the Town of Lindsay Official Plan and Lindsay Zoning By-law 2000-75 on the property described as Part Lot 5, S of Wellington St, Part 1, 57R-5112, former Town of Lindsay, identified as 44-64, 66 William Street North - J Eighteen Corp

David Harding, Planner II

3.1.1 Public Meeting

The Chair requested staff to advise on the manner of giving notice for the proposed Official Plan and 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 120 metres, and that two signs were posted on the subject property. He summarized the application, explaining that it proposes to permit an 11 storey approximately 207 unit apartment building with ground floor commercial uses and establish applicable development standards. The building is proposed to be a 207-unit apartment building, with commercial uses on the first floor. The apartments are proposed to be marketed to seniors and retirees. The apartment units are proposed on storeys 2-10, and will range in size from 41 to 57 square metres (441-613 square feet). The 11th storey is proposed to contain indoor and outdoor amenity space along with the mechanical room. The 1st floor proposes 331 square metres of retail space and 157 square metres of restaurant space, to be used by the general public as well as building residents. A combination of surface and underground parking is proposed off a driveway entrance on William Street North. Review of the application for consistency with the Provincial Policy Statement and conformity to the Growth Plan for the Greater Golden Horseshoe and the Lindsay Official Plan is ongoing. 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 Building Division with no concerns, nearby resident Sandra Hood who had raised concerns, and that the applicant had submitted the required Heritage Impact Assessment as required by the Heritage Planning Officer. Staff are recommending that the application be referred back to staff for until such time as all comments and concerns have been addressed. He responded to questions from Committee members.

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

Kent Randall of EcoVue Consulting spoke as applicant on behalf of the owner J Eighteen Corp (who was represented by Tom Zhou at the meeting). He stated that this proposal is the culmination of years of work, and is unlike anything ever brought forward to the City for approval. He noted that the location is within the proximity of the downtown area, without being in the heritage district. He stated that the Heritage Impact Assessment and the Shadow Study showed no negative effects on the surrounding properties, and that modern planning standards have been applied to the proposal. He verified that this project meets requirements for intensification in urban areas, and meets demand for residential rental units. Overall he concluded that he hopes this can be a landmark the community can be proud of. He responded to questions from Committee members.

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

The Chair and Recording Secretary noted that Sandra Hood was participating electronically in the meeting, however due to technical difficulties, was unable to speak. It was noted that Ms. Hood submitted correspondence opposed to the development that was circulated to the members of the committee. A copy of her correspondence is attached to the minutes.

No other persons spoke to the application.

3.1.2 Business Arising from the Public Meeting

PAC2020-056

Moved By Councillor Veale

Seconded By Councillor Seymour-Fagan

That Report PLAN2020-059, **Part Lot 5, S of Wellington St, Part 1, 57R-5112, former Town of Lindsay, now City of Kawartha Lakes, identified as 44-64, 66 William Street North, J Eighteen Corp. – D01-2020-005, and D06-2020-023**, be received; and

That PLAN2020-059 respecting Applications D01-2020-005, and D06-2020-023 be referred back to staff to address any issues raised through the public consultation process and for further review and processing until such time that all comments have been received from all circulated agencies and City departments, and that any comments and concerns have been addressed.

Carried

3.2 PLAN2020-060

An application to amend the Township of Bexley Zoning By-law 93-09 on the property identified as 1093 North Bay Drive, Kirkfield - Makarios Corporation

Kent Stainton, Planner II

3.2.1 Public Meeting

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. Stainton confirmed that the required notice was given in accordance with the Planning Act and circulated to each owner of land within 500 metres, and that a sign was posted on the subject property. He summarized the application,

explaining that it proposes to change the zoning on a portion of the land from Rural General (RG) Zone to the Rural Residential Type Three (RR3) Zone. As a condition of provisional consent for a lot boundary adjustment, the zoning by-law amendment is required to ensure the resulting zoning for the property at 1093 North Bay Drive is uniform and consistent with the existing zoning on property. The owner of an abutting property at 1093 North Bay Drive sought to acquire a 306.37 square metre portion of land from the subject property in order to address the placement of an accessory building situated on the subject lands. The application is consistent with the Provincial Policy Statement, conforms to the Growth Plan for the Greater Golden Horseshoe and the Kawartha Lakes Official Plan. Mr. Stainton 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 objections. Staff are recommending that the application be referred to Council for approval.

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

Garry James made himself available for any questions if required.

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

No other persons spoke to the application.

3.2.2 Business Arising from the Public Meeting

PAC2020-057

Moved By Mayor Letham

Seconded By J. Willock

That Report PLAN2020-060, **respecting Part of Lots 31 to 34, Part of Part 1 on 57R-4102 and Part 2 on 57R-8168, Geographic Township of Bexley and identified as 7 Copes Lane – Application D06-2020-026**, be received;

That a Zoning By-law Amendment respecting application D06-2020-026, substantially in the form attached as Appendix D to Report PLAN2020-060, 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

3.3 PLAN2020-057

Additional Residential Units

Anna Kalnina, Planner II

3.3.1 Public Meeting

The Chair requested staff to advise on the manner of giving notice for the proposed Official Plan Amendments and Zoning By-law Amendments. He also asked staff to briefly describe the proposed amendments.

Ms. Kalnina and Ms. Barrie confirmed that the required notice was given in accordance with the Planning Act. They summarized the amendments, explaining that they propose to implement the Additional Residential Unit requirements of the Planning Act and O. Reg. 299/19, and bring the City's Official Plans and Zoning By-laws into conformity with policy direction introduced in the Growth Plan for the Greater Golden Horseshoe, 2019 and Provincial Policy Statement, 2020. Their presentation, including a summary of the proposal, and changes from the proposal presented at the November Planning Advisory Committee meeting is attached to the minutes. They stated that the comments received to date have been considered and incorporated into the draft amendments as appropriate. Staff are recommending that the amendments be referred to Council for approval. Ms. Barrie and Ms. Kalnina responded to questions from Committee members.

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

No other persons spoke to the application.

3.3.2 Business Arising from the Public Meeting

PAC2020-058

Moved By Councillor Veale

Seconded By Councillor Seymour-Fagan

That Report PLAN2020-057, **Additional Residential Units**, be received;

That By-laws to implement the proposed Official Plan Amendments, substantially in the form attached as Appendices B, C, D, E, and F to Report PLAN2020-057, be referred to Council for adoption;

That the Zoning By-law Amendment to the Oak Ridges Moraine Zoning By-law 2005-133 substantially in the form attached as Appendix G to Report PLAN2020-057, be referred to Council for adoption;

That the Zoning By-law Amendment to the City's 18 Zoning By-laws, substantially in the form attached as Appendix H to Report PLAN2020-057, be referred to Council for adoption;

That the Additional Residential Unit Registration By-law, substantially in the form attached as Appendix I to Report PLAN2020-057 be referred to Council for adoption; and

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

Carried

4. Deputations

5. Correspondence

6. City of Kawartha Lakes Reports

6.1 PLAN2020-058

Request by Three Lakes Developments Inc. to Enter into a Subdivision Agreement for Plan of Subdivision 16T-87002, File No. D05-19-006, Former Rokeby Subdivision

Richard Holy, Manager of Planning

Mr. Holy confirmed that this matter has had a history with the municipality dating back to 1989 and he noted that development interest was renewed four years ago with new ownership of the lands. He summarized the plan, explaining that it initially proposes to create 68 residential lots on roads with connections to Front Street in Bobcaygeon, with future phases for additional residential development when capacity will permit it. Mr. Holy confirmed that no new Zoning By-law Amendments or Official Plan Amendments are required for this site. He outlined highlights of the subdivision agreement as outlined in his report, and recommended that subdivision agreement, and plan for payment of Development Charges be approved. He responded to questions from Committee members.

PAC2020-059

Moved By Mayor Letham

Seconded By Councillor Seymour-Fagan

That Report PLAN2020-058, **Three Lakes Developments Inc. (Former Rokeby) Subdivision Agreement**, be received;

That the Subdivision Agreement for the Three Lakes Developments Inc. (Former Rokeby) Subdivision, City of Kawartha Lakes, substantially in the form attached as Appendix C to Report PLAN2020-058 be approved by Council;

That the recommended payment of Development Charges, as outlined in the draft subdivision agreement contained in Appendix C to Report PLAN2020-058, be received and approved by Council; and

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

Carried

6.2 ED2020-026

Economic Recovery Task Force Sub-Committee Recommendations

Emily Turner, Economic Development Officer - Heritage Planning

Ms. Turner provided an overview of some of the development related recommendations from the Economic Recovery Task Force and expanded on the following topics in her presentation (attached to the minutes):

- Economic Recovery Task Force overview
- Recommendations for Fast Tracking of Shovel-Ready Applications
- Implementation of a Planning Application Spreadsheet for tracking purposes
- Implementation of a Concierge Pilot Program for Site Plan Approvals

Ms. Turner, Mr. Marshall, and Mr. Holy responded to questions from Committee members.

PAC2020-060

Moved By Councillor Veale

Seconded By Councillor Seymour-Fagan

That Report ED2020-026, **Economic Recovery Task Force Sub-Committee Recommendations**, be received for information.

Carried

6.3 ENG2020-014

Municipal Infrastructure Design Guidelines - Annual Update

Christina Sisson, Supervisor, Development Engineering

Ms. Sisson provided an overview of her report noted the follow updates to the design guidelines including:

- Federal testing evaluation for any proposed oil and grit separator;

- Final lift or top course road surface shall be comprehensive – no patching; and
- Minor typographic errors corrected.

PAC2020-061

Moved By Councillor Veale

Seconded By Mayor Letham

That Report ENG2020-014, **Municipal Infrastructure Design Guidelines – Annual Update**, be received;

That Staff be directed to continue to update and to add to the information available on the City’s website, including templates and details, to facilitate engineering design submissions for development; 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

6.4 ENG2020-015

Subdivision Agreement Template Updates

Christina Sisson, Supervisor, Development Engineering

Ms. Sisson provided an overview of her report noting the areas of modification to the subdivision agreement template being:

- The projected length of time for completion of public services has been refined to specify all public services;
- The construction management plan will include a schedule/timelines, communication plan, and all contact information for the parties involved;
- The grading deposit proposed for vacant lots remaining after assumption is being recommended to be removed from the subdivision agreement;
- Annual updates to the City (e.g. financial securities);
- The applicable H.S.T. is recommended to be included in the cost estimate for securities;
- The Development Charge process has been outlined in the current template to align with the current practice and policies of the City; and

- The warnings clauses have been updated to include the City's noise by-law and to include wording for infiltration trenches.

She responded to questions from Committee members.

PAC2020-062

Moved By Councillor Seymour-Fagan

Seconded By J. Willock

That Report ENG2020-015, **Subdivision Agreement Template Updates – Engineering and Corporate Assets**, be received;

That the City's subdivision agreement and cost estimate schedule templates be updated and amended, as outlined in Appendix A and B, respectively, to Report ENG2020-015; 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

7. Adjournment

PAC2020-063

Moved By M. Barkwell

Seconded By J. Willock

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

Carried

Council Report

Report Number ENG2020-027

Meeting Date: December 15, 2020

Title: Recommendations from the November 24, 2020 Drainage Board Meeting (Desroche Petition)

Author and Title: Michael Farquhar Supervisor of Technical Services Engineering and Corporate Assets

Recommendation(s):

That Report ENG2020-027, **Recommendations from the November 24, 2020 Drainage Board Meeting**, be received;

That Council proceed with the petition submitted by Janette Desroches for drainage works for Concession 4, South ½ Lot 15 Geographic Township of Mariposa to be known as the “Desroches Municipal Drain” and instruct the City Clerk to proceed with the notices required under Section 5 of the Drainage Act;

That pursuant to Section 8(1) of the Drainage Act, R.S.O. 1990, Chapter D. 17, Staff recommend to Council Michael Gerrits of M. Gerrits Consulting Inc. for the examination of the area requiring drainage and proceed with the requirements of the proposed Desroches Municipal Drain.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

At the Drainage Board Meeting of November 24, 2020 the Board adopted the following recommendation:

(Regarding the Desroches Petition)

DB2020-024

Moved By C. Clarke

Seconded By M. Verbik

That the Memorandum from the Drainage Superintendent - Engineering and Corporate Assets L. Feitler, dated November 24, 2020, regarding the Petition for Drainage Works by Owners of Concession 4, South ½ Lot 15, Geographic Township of Mariposa (being Janette Desroches) be received;

That Council proceed with the petition submitted by Janette Desroches for drainage works for Concession 4, South ½ Lot 15 Geographic Township of Mariposa to be known as the “Desroches Municipal Drain” and instruct the City Clerk to proceed with the notices required under Section 5 of the *Drainage Act*;

That Staff concurrently continue to pursue with the petitioners options for a mutual drain agreement as per the City Policy; and

That pursuant to Section 8(1) of the *Drainage Act, R.S.O. 1990, Chapter D. 17*, staff recommend to Council a Drainage Engineer for the examination of the area requiring drainage and proceed with the requirements of the proposed Desroches Municipal Drain.

Carried

This report addresses that direction.

Rationale:

The City of Kawartha Lakes Drainage Board is established under the authority of the City of Kawartha Lakes Act, 2000. The Act states the following regarding Drainage Matters:

6 (1) The council may by by-law;

(a) establish a drainage board;

(b) delegate to the drainage board any of the council's powers and duties under the *Drainage Act*, except for its power to make by-laws and resolutions; and

(c) require the drainage board to exercise the council's powers and duties with respect to any matter under the *Drainage Act* in which the council is required by law to hold hearings or afford an opportunity to be heard. 2000, c. 43, s. 6 (1).

As the Kawartha Lakes Drainage Board does not have authority to make resolutions, or pass by-laws this, report is presented to Council to confirm the recommendations made at the most recent Drainage Board meeting.

The recommendations made at the last Drainage Board meeting were made based on the material submitted to the Drainage Board. The material is attached to this report for Council's review.

Other Alternatives Considered:

Council holds the authority to alter any recommendation made by the Drainage Board prior to adoption.

Alignment to Strategic Priorities

The Kawartha Lakes Strategic Plan identifies the following two priorities that bolster support for an active and effective Drainage Program in the City of Kawartha Lakes:

- Protect and support agricultural land and businesses
- Offer business development programs to support the agricultural, tourism, cultural, manufacturing and innovation sectors

Financial/Operation Impacts:

Financial and Operational Impacts are identified in the attached memorandum to the Drainage Board.

Consultations:

Consultations are identified in the attached memorandum to the Drainage Board.

Attachments:

Appendix A – November 17 Memorandum to Drainage Board, Desroches



Appendix A (2).pdf

Department Head E-Mail: jrojas@kawarthalakes.ca

Department Head: Juan Rojas



**The Corporation of the
City of Kawartha Lakes**
12 Peel Street P.O. Box 9000
Lindsay, ON K9V 5R8
Phone: 705-324-9411, Ext. 1156
Fax: 705-324-2982

Memorandum

Date: November 17, 2020
To: Drainage Board
From: Lucas Feitler, Drainage Superintendent – Engineering & Corporate Assets
Re: Petition for Municipal Drainage
Desroches Petition
CC: Juan Rojas Director of Engineering and Corporate Assets
Mike Farquhar, Supervisor of Technical Services.

Recommendation:

That the Memorandum from the Drainage Superintendent - Engineering and Corporate Assets L. Feitler, dated November 24, 2020, regarding the Petition for Drainage Works by Owners of Concession 4, South ½ Lot 15, Geographic Township of Mariposa (being Janette Desroches) be received;

That Council proceed with the petition submitted by Janette Desroches for drainage works for Concession 4, South ½ Lot 15 Geographic Township of Mariposa to be known as the "Desroches Municipal Drain" and instruct the City Clerk to proceed with the notices required under Section 5 of the *Drainage Act*;

That Staff concurrently continue to pursue with the petitioners options for a mutual drain agreement as per the City Policy; and

That pursuant to Section 8(1) of the *Drainage Act*, R.S.O. 1990, Chapter D. 17, staff recommend to Council a Drainage Engineer for the examination of the area requiring drainage and proceed with the requirements of the proposed Desroches Municipal Drain.

Background:

The subject area is located at 281 Ranch Road. It is bounded by Eldon Road to the east and Ranch Road to the south (refer to Appendix A). There are no existing Municipal Drains within the vicinity. The area of the land identified in the petition is approximately 100 acres in size.

The property is within the Kawartha Region Conservation Authority jurisdiction as defined under the Ontario Conservation Act and has a regulated area on the property (see appendix A).

The Drainage Superintendent was called to site to assist the land owner in obtaining an outlet for tile drainage. The land owner found two buried catch basins on either side of Eldon Road. The catch basins were completely covered with soil and debris. The Eldon road drawings confirm the existence of the two catch basins and a buried 24" cast iron pipe under Eldon Road which connects these two catch basins. The Road drawings show that the Desroches' field tile was at some point tied into the catch basin on the west side of Eldon Road. The water travelled through the underground pipe onto the east side on Eldon Road, and from there, onto Con 4 PT Lot 16.

A records request was completed to determine if this area contained a drain governed by the Drainage Act or predecessor Act. However, no information was found. Several meetings and phone calls were had with both land owners in an attempt to form a mutual agreement. However, one was never presented to the City for review and the Desroches' opted to petition for a Municipal Drain.

On November 10, 2020 the City of Kawartha Lakes Clerks Department formally received a Petition for Drainage works within the subject area (Appendix B).

Alternatives:

As an option for required drainage the City firstly promotes the use of a Mutual agreement through the City's policy for Agricultural Tile discharge to roadside ditches prior to pursuing a petition for a Municipal drain under the Ontario Drainage Act. At this point in time the Drainage Superintendent has currently presented this option to the petitioners and explained its avenues in comparison to petitioning for a Municipal Drain under the Drainage Act. At this current time the petitioner wishes to carry on with the process under the Drainage Act for the petition. Staff will leave the door open for pursuing a mutual agreement up until the prescribed time the petitioner has under the Drainage Act for removing their names and abandoning the petition.

Recommendation for Appointment of a Drainage Engineer:

Currently the City has a pool of Drainage Engineers which include the following.

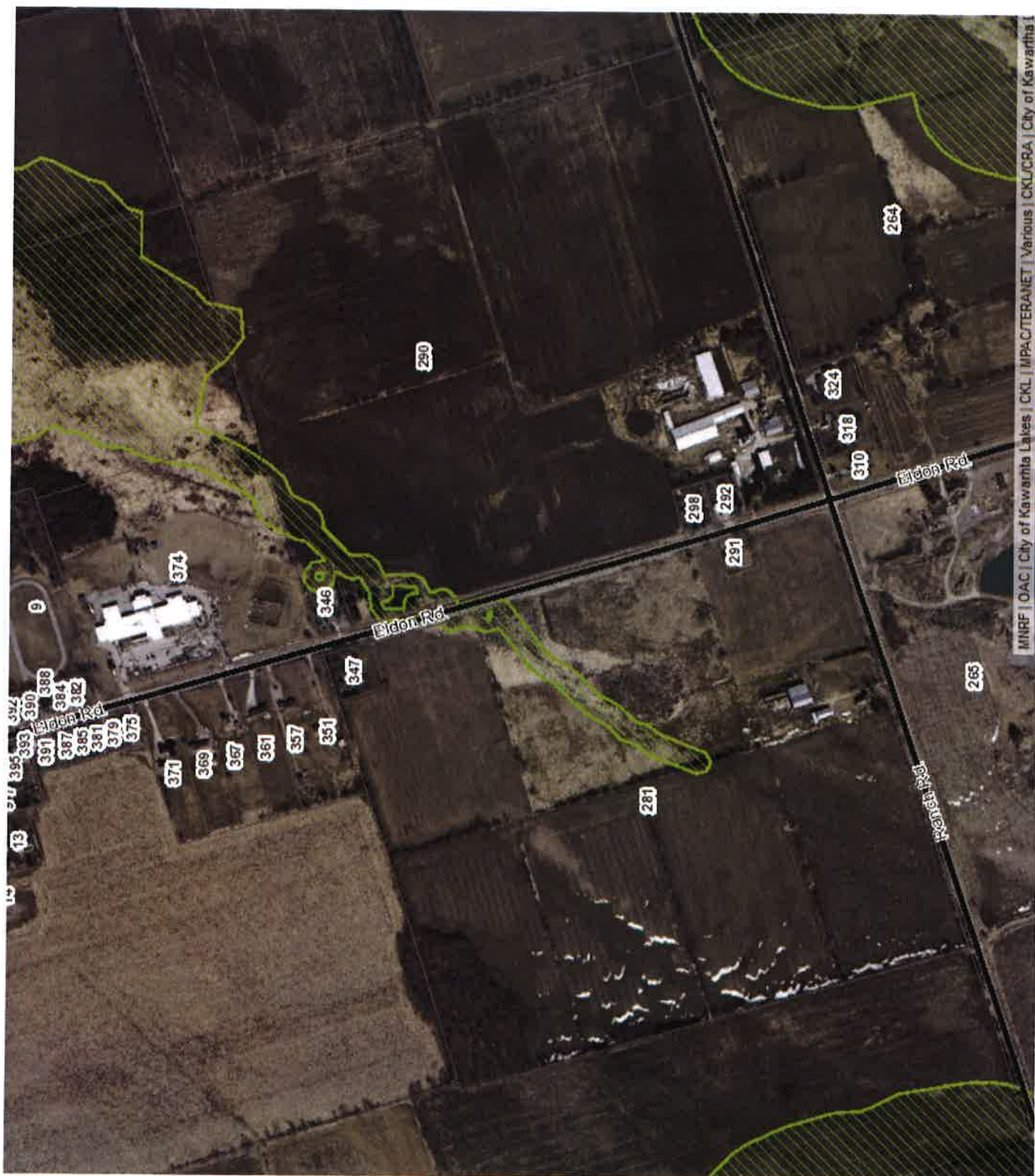
Burnside Engineering
Tulloch Engineering
K-Smart Engineering
R. D. Dobbin Engineering
DM Wills Engineering.

The Drainage Board may recommend a firm to Council directly today, or direct staff to recommend to Council a firm at the December 15, 2020 Regular Council Meeting.

Attachments:

Appendix A – Kawartha Conservation Regulated Area Map

Appendix B – Petition for Drainage Works by Owners - Desroches



**Petition for Drainage Works by Owners
Form 1**

Drainage Act, R.S.O. 1990, c. D.17, clause 4(1)(a) or (b)

This form is to be used to petition municipal council for a new drainage works under the *Drainage Act*. It is not to be used to request the improvement or modification of an existing drainage works under the *Drainage Act*.

To: The Council of the Corporation of the City of Kawartha Lakes

The area of land described below requires drainage (provide a description of the properties or the portions of properties that require drainage improvements)

S 1/2 Lot 15 Con 4
Planning on tiling entire lot. Area requiring drainage
east side of lot.

In accordance with section 9(2) of the *Drainage Act*, the description of the area requiring drainage will be confirmed or modified by an engineer at the on-site meeting.

As owners of land within the above described area requiring drainage, we hereby petition council under subsection 4(1) of the *Drainage Act* for a drainage works. In accordance with sections 10(4), 43 and 59(1) of the *Drainage Act*, if names are withdrawn from the petition to the point that it is no longer a valid petition, we acknowledge responsibility for costs.

Purpose of the Petition (To be completed by one of the petitioners. Please type/print)

Contact Person (Last Name) <u>Desroches</u>	(First Name) <u>Janette</u>	Telephone Number <u>705 786 3392</u> ext.
--	--------------------------------	---

Address	
Road/Street Number <u>281</u>	Road/Street Name <u>Ranch Road</u>

Location of Project			
Lot <u>S 1/2 Lot 15</u>	Concession <u>4</u>	Municipality <u>City of Kawartha Lakes</u>	Former Municipality (if applicable) <u>Mariposa</u>

What work do you require? (Check all appropriate boxes)

- ☒ Construction of new open channel
☒ Construction of new tile drain
☐ Deepening or widening of existing watercourse (not currently a municipal drain)
☐ Enclosure of existing watercourse (not currently a municipal drain)
☐ Other (provide description ▼)

Name of watercourse (if known)

Estimated length of project 1,000'

General description of soils in the area
gravel, clay, loam

What is the purpose of the proposed work? (Check appropriate box)

- ☐ Tile drainage only ☐ Surface water drainage only ☒ Both

RECEIVED

NOV 10 2020

Petition filed this 10TH day of NOVEMBER, 20 20

Name of Clerk (Last, first name)

OFFICE OF THE CITY CLERK
KAWARTHA LAKES

WATTS, JOEL (DEPUTY CLERK)

Signature

[Signature]

Property Owners Signing The PetitionPage of

- Your municipal property tax bill will provide the property description and parcel roll number.
- In rural areas, the property description should be in the form of (part) lot and concession and civic address.
- In urban areas, the property description should be in the form of street address and lot and plan number if available.
- If you have more than two properties, please take copy(ies) of this page and continue to list them all.

Number	Property Description <u>Con 4 PT 5 1/2 Lot 15</u>
Ward or Geographic Township <u>04 Mariposa</u>	Parcel Roll Number <u>1651 110 02009100.0000</u>

I hereby petition for drainage for the land described and acknowledge my financial obligations.

Ownership☒ **Sole Ownership**

Owner Name (Last, First Name) (Type/Print) <u>Desroches Janette</u>	Signature <u>Janette Desroches</u>	Date (yyyy/mm/dd) <u>2020/10/10</u>
---	--	---

☐ **Partnership (Each partner in the ownership of the property must sign the petition form)**

Owner Name (Last, First Name) (Type/Print)	Signature	Date (yyyy/mm/dd)

☐ **Corporation (The individual with authority to bind the corporation must sign the petition)**

Name of Signing Officer (Last, First Name) (Type/Print)	Signature
Name of Corporation	I have the authority to bind the Corporation.
Position Title	Date (yyyy/mm/dd)

Number	Property Description
Ward or Geographic Township	Parcel Roll Number

I hereby petition for drainage for the land described and acknowledge my financial obligations.

Ownership☐ **Sole Ownership**

Owner Name (Last, First Name) (Type/Print)	Signature	Date (yyyy/mm/dd)
---	------------------	--------------------------

☐ **Partnership (Each partner in the ownership of the property must sign the petition form)**

Owner Name (Last, First Name) (Type/Print)	Signature	Date (yyyy/mm/dd)

☐ **Corporation (The individual with authority to bind the corporation must sign the petition)**

Name of Signing Officer (Last, First Name) (Type/Print)	Signature
Name of Corporation	I have the authority to bind the Corporation.
Position Title	Date (yyyy/mm/dd)

☐ **Check here if additional sheets are attached**

Clerk initial

Petitioners become financially responsible as soon as they sign a petition.

- Once the petition is accepted by council, an engineer is appointed to respond to the petition. *Drainage Act*, R.S.O. 1990, c. D. 17 subs. 8(1).
- After the meeting to consider the preliminary report, if the petition does not comply with section 4, the project is terminated and the original petitioners are responsible in equal shares for the costs. *Drainage Act*, R.S.O. 1990, c. D. 17 subs. 10(4).
- After the meeting to consider the final report, if the petition does not comply with section 4, the project is terminated and the original petitioners are responsible for the costs in shares proportional to their assessment in the engineer's report. *Drainage Act*, R.S.O. 1990, c. D. 17 s. 43.
- If the project proceeds to completion, a share of the cost of the project will be assessed to the involved properties in relation to the assessment schedule in the engineer's report, as amended on appeal. *Drainage Act*, R.S.O. 1990, c. D. 17 s. 61.

Notice of Collection of Personal Information

Any personal information collected on this form is collected under the authority of the *Drainage Act*, R.S.O. 1990, c. D. 17 and will be used for the purposes of administering the Act. Questions concerning the collection of personal information should be directed to: where the form is addressed to a municipality (*municipality to complete*)

and where the form is addressed to a territory without municipal organization, the Drainage Coordinator, Ministry of Agriculture, Food and Rural Affairs, 1 Stone Rd W, Guelph ON N1G 4Y2, 519 826-3552.

Council Report

Report Number ENG2020-028

Meeting Date: December 15, 2020

Title: Recommendations from the November 24, 2020 Drainage Board Meeting (Martin Petition)

Author and Title: Michael Farquhar, Supervisor of Technical Services Engineering and Corporate Assets.

Recommendation(s):

That Report ENG2020-028, **Recommendations from the November 24, 2020 Drainage Board Meeting (Martin Petition)**, be received;

That Council proceed with the petition submitted by Adam Martin for drainage works for Concession 12, Part Lot 19 Geographic Township of Emily to be known as the Martin Municipal Drain and instruct the City Clerk to proceed with the notices required under Section 5 of the Drainage Act;

That pursuant to Section 8(1) of the Drainage Act, R.S.O. 1990, Chapter D. 17, Staff recommend to Council Michael Gerrits of M. Gerrits Consulting Inc. for the examination of the area requiring drainage and proceed with the requirements of the proposed Martin Municipal Drain

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

At the Drainage Board Meeting of November 24, 2020 , the Board adopted the following recommendation:

(Regarding the Martin Petition)

DB2020-025

Moved By M. Verbik

Seconded By C. Clarke

That the Memorandum from the Drainage Superintendent -Engineering and Corporate Assets L. Feitler, dated November 24, 2020, regarding the Petition for Drainage Works by Owners of Concession 12, Part Lot 19, Geographic Township of Emily (being Adam Martin) be received;

That Council proceed with the petition submitted by Adam Martin for drainage works for Concession 12, Part Lot 19 Geographic Township of Emily to be known as the Martin Municipal Drain and instruct the City Clerk to proceed with the notices required under Section 5 of the Drainage Act;

That Staff concurrently continue to pursue with the petitioners options for a mutual drain agreement as per the City Policy; and

That pursuant to Section 8(1) of the Drainage Act, R.S.O. 1990, Chapter D. 17, staff recommend to Council a Drainage Engineer for the examination of the area requiring drainage and proceed with the requirements of the proposed Martin Municipal Drain.

Carried

This report addresses that direction.

Rationale:

The City of Kawartha Lakes Drainage Board is established under the authority of the City of Kawartha Lakes Act, 2000. The Act states the following regarding Drainage Matters:

6 (1) The council may by by-law,

(a) establish a drainage board;

(b) delegate to the drainage board any of the council's powers and duties under the *Drainage Act*, except for its power to make by-laws and resolutions; and

(c) require the drainage board to exercise the council's powers and duties with respect to any matter under the *Drainage Act* in which the council is required by law to hold hearings or afford an opportunity to be heard. 2000, c. 43, s. 6 (1).

As the Kawartha Lakes Drainage Board does not have authority to make resolutions, or pass by-laws this, report is presented to Council to confirm the recommendations made at the most recent Drainage Board meeting.

The recommendations made at the last Drainage Board meeting were made based on the material submitted to the Drainage Board. The material is attached to this report for Council's review.

Other Alternatives Considered:

Council holds the authority to alter any recommendation made by the Drainage Board prior to adoption.

Alignment to Strategic Priorities

The Kawartha Lakes Strategic Plan identifies the following two priorities that bolster support for an active and effective Drainage Program in the City of Kawartha Lakes:

- Protect and support agricultural land and businesses
- Offer business development programs to support the agricultural, tourism, cultural, manufacturing and innovation sectors

Financial/Operation Impacts:

Financial and Operational Impacts are identified in the attached memorandum to the Drainage Board.

Consultations:

Consultations are identified in the attached memorandum to the Drainage Board.

Attachments:

Appendix A- November 17, 2020 Memorandum to the Drainage Board (Martin)



Appendix A.pdf

Department Head E-Mail: jrojas@kawarthalakes.ca

Department Head: Juan Rojas



**The Corporation of the
City of Kawartha Lakes**
12 Peel Street P.O. Box 9000
Lindsay, ON K9V 5R8
Phone: 705-324-9411, Ext. 1156
Fax: 705-324-2982

Memorandum

Date: November 17, 2020
To: Drainage Board
From: Lucas Feitler, Drainage Superintendent – Engineering & Corporate Assets
Re: Petition for Municipal Drainage
Martin Petition
CC: Juan Rojas Director of Engineering and Corporate Assets
Mike Farquhar, Supervisor of Technical Services.

Recommendation:

That the Memorandum from the Drainage Superintendent - Engineering and Corporate Assets L. Feitler, dated November 24, 2020, regarding the Petition for Drainage Works by Owners of Concession 12, Part Lot 19, Geographic Township of Emily (being Adam Martin) be received;

That Council proceed with the petition submitted by Adam Martin for drainage works for Concession 12, Part Lot 19 Geographic Township of Emily to be known as the Martin Municipal Drain and instruct the City Clerk to proceed with the notices required under Section 5 of the *Drainage Act*;

That Staff concurrently continue to pursue with the petitioners options for a mutual drain agreement as per the City Policy; and

That pursuant to Section 8(1) of the *Drainage Act*, R.S.O. 1990, Chapter D. 17, staff recommend to Council a Drainage Engineer for the examination of the area requiring drainage and proceed with the requirements of the proposed Martin Municipal Drain.

Background:

The subject area/land is located at 1899 Pigeon Lake Road. It is bounded by Pigeon Lake Road to the South (refer to appendix A). There are no existing Municipal Drains within the vicinity. The area of the land identified in the petition is approximately 50 acres in size.

The property is within the Kawartha Region Conservation Authority jurisdiction as defined under the Ontario Conservation Act and has an identified watercourse on the property (see Appendix A).

The Drainage Superintendent was called to site to assist the land owner in obtaining an outlet for tile drainage. The land owners initial plan was to tile to the existing watercourse and to deepen and widen the watercourse downstream in the adjacent neighbor's property. A letter was sent to the adjacent neighbor informing them of some options under the Drainage Act, as well as offering the services of the Drainage Superintendent as a resource (Appendix B). On September 11, 2020 a records request was submitted to the records department. This request was to determine if this watercourse was constructed under the Drainage Act or a predecessor Act. As of the date of this memorandum, no information was found.

Several meetings and phone calls were had with both land owners in an attempt to form a mutual agreement. The downstream neighbor opted to not enter into an agreement and subsequently a petition was submitted.

On November 10, 2020 the City of Kawartha Lakes Clerks Department formally received a Petition for Drainage Works within the subject area (Appendix C).

Alternatives:

As an option for required drainage the City firstly promotes the use of a Mutual Agreement through the City's policy for Agricultural Tile discharge to roadside ditches prior to pursuing a petition for a Municipal Drain under the Ontario Drainage Act. At this point in time the Drainage Superintendent has currently presented this option to the petitioners and explained its avenues in comparison to petitioning for a Municipal Drain under the Drainage Act. At this current time the petitioner wishes to carry on with the process under the Drainage Act for the petition. Staff will leave the door open for pursuing a mutual agreement up until the prescribed time the petitioner has under the Drainage Act for removing their names and abandoning the petition.

Recommendation for Appointment of a Drainage Engineer:

Currently the City has a pool of Drainage Engineers which include the following.

Burnside Engineering
Tulloch Engineering
K-Smart Engineering
R. D. Dobbin Engineering
DM Wills Engineering.

The Drainage Board may recommend a firm to Council directly today, or direct staff to recommend to Council a firm at the December 15, 2020 Regular Council Meeting.

Attachments:

Appendix A – Kawartha Conservation Regulated Area Map

Appendix B – September 10, 2020 Correspondence to Martin

Appendix C – Petition for Drainage Works by Owners - Martin





ENGINEERING AND CORPORATE ASSETS
Box 9000, 322 Kent St W., Lindsay, ON K9V 5R8
Phone : (705) 324-9411 Ext. 1167 Fax : (705) 324-2982
Toll Free : 1-888-822-2225
e-mail : lfeittler@kawarthalakes.ca

September 10th, 2020
1915 Pigeon Lake Road
CON 12 PT LOT 20
Emily Township

Dear Land Owner:

Re: Municipal and Mutual Agreement Drains

The Municipal Drainage Superintendent has received an inquiry regarding drainage on property legally described as CON 12 PT LOT 19 (1899 Pigeon Lake Road). The land owners are seeking an outlet to alleviate their flooding issues.

The *Drainage Act, R.S.O. 1990, c. D.17* contains a detailed procedure for land owners obtaining a legal outlet for their water. This can be done by petitioning for a Municipal Drain, or entering into a Mutual Agreement with any involved land owners. Where practical, the City of Kawartha Lakes encourages the use of Mutual Agreement drains between land owners.

After a meeting with the land owner of 1899 Pigeon Lake Rd, and a review of the surveyed land, it was confirmed that the north roadside ditch of Pigeon lake Rd is not a suitable outlet for the subject property.

I have included three factsheets from the Ontario Ministry and Agriculture, Food and Rural Affairs (OMAFRA). For a better understanding of the Drainage Act, I recommend that you read through these, as well as visit OMAFRA's website at <http://www.omafra.gov.on.ca/english/landuse/drain-pub.htm>. This website is a great resource for drainage information and legislation. I highlight and recommend reading over the following additional factsheets from OMAFRA's website; Drainage Act Appeals, Duties of the Landowner Under the Drainage Act, and Municipal Drains and the Land Owner.

I am contacting you today to offer my assistance should you have any questions related to the *Drainage Act, R.S.O. 1990, c. D.17*. Please do not hesitate to contact me.

Lucas Feittler

Senior Engineering Technician, Municipal Drainage Superintendent
Engineering and Corporate Assets, City of Kawartha Lakes
705-324-9411 ext. 1167 www.kawarthalakes.ca



FACTSHEET



AGRICULTURAL
ENGINEERING

ORDER NO. 01-059

AUGUST 2001

AGDEX 752



Ontario

Ministry of Agriculture,
Food and Rural Affairs

SO, WHAT'S A MUNICIPAL DRAIN?

S. Vander Veen
(Reprinted, October 2004)

Perhaps you've just purchased property, and been told by your municipality that you are assessed into a municipal drain. Perhaps you have owned a property for a couple of years and have recently discovered that you are located in the watershed of a municipal drain. You're probably wondering, what does this mean? How does it affect me? What will it cost?

PHYSICALLY, WHAT IS A MUNICIPAL DRAIN?

Physically, a municipal drain is simply a drainage system. Most municipal drains are either ditches or closed systems such as pipes or tiles buried in the ground. They can also include structures such as dykes or berms, pumping stations, buffer strips, grassed waterways, storm water detention ponds, culverts and bridges. Even some creeks and small rivers are now considered to be municipal drains. Municipal drains are primarily located in rural agricultural areas of the province.

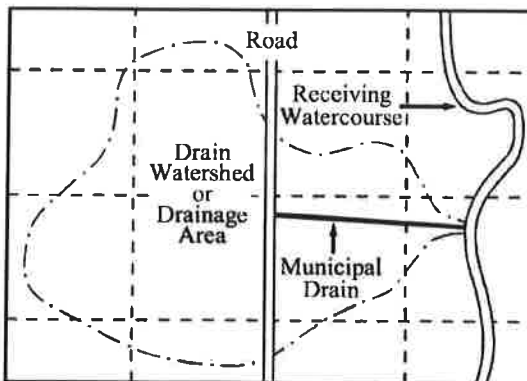


FIGURE 1. Plan of a Municipal Drain

THE PURPOSE OF MUNICIPAL DRAINS

Municipal drains have been a fixture of rural Ontario's infrastructure since the 1800's. Most municipal drains were constructed to improve the drainage of agricultural land by serving as the discharge point for private agricultural tile drainage systems. However, they also remove excess water collected by roadside ditches, residential lots, churches, schools, industrial lands, commercial lands and any other properties in rural areas.

They are a vital component of the local infrastructure. Without them, many areas of the province would be subjected to regular flooding, reduced production from agricultural land and increased public health risks.

WHY IS IT CALLED A "MUNICIPAL DRAIN"?

There are many, many drainage ditches and buried pipes in the province, but not all of them are "municipal drains". So what distinguishes a municipal drain?

Municipal drains are created under the authority of the *Drainage Act*. There are 3 key elements of a municipal drain:

1) Community project — Landowners who need to solve a drainage problem may submit a prescribed petition under the *Drainage Act* to their local municipality, requesting the establishment of a municipal drain. If certain criteria are met, the municipality appoints an engineer who prepares a report, identifying the proposed solution to the problem and how the costs will be shared. There are various meetings where landowners in the watershed of the municipal drain can voice their desires and concerns. There are also several appeal stages where they can voice their objections. So, the end result of the process is a "communally accepted" project.

2) Legal Existence — After all appeals have been heard and dealt with, the municipality passes a by-law, adopting the engineer's report. The municipality then has the authority and the responsibility to construct the project. The cost of the work is assessed to the lands in the watershed in the same ratios as contained within the engineer's report. So for a ditch or a pipe to be a municipal drain, there must be a by-law adopting an engineer's report.

3) Municipal Infrastructure — Once a municipal drain has been constructed under the authority of a by-law, it becomes part of that municipality's infrastructure. The local municipality, through its drainage superintendent, is responsible for repairing and maintaining the municipal drain. In certain circumstances, the municipality can be held liable for damages for not maintaining these drains.

DO'S AND DON'TS FOR PROPERTY OWNERS

You should:

- Find out the name of your local municipality's drainage superintendent.
- If you don't have any information on the municipal drains that affect your property, make arrangements with your municipality to get copies. Please note you may have to pay for the photocopies.
- Find out how the municipal drain affects your property. How much is your property assessed? Are there any buried municipal drains that cross beneath your land? Is there a municipal working space along or above a municipal drain on your property?
- Remove debris from any catchbasins that may be located on your property or the adjoining road. This type of ongoing preventative work can reduce the possibility of property damage during storm events
- As an involved landowner, you have a responsibility for the drains located on your property, so observe them. If you notice any problems, immediately notify the drainage superintendent or the local municipality.
- Before purchasing a property, investigate how municipal drains may affect the property.

You can expect:

- Municipalities must maintain their municipal drains. Therefore, if you have a municipal drain located on your property, you can expect that your municipality will periodically arrange to enter onto your property and perform the necessary work. After it is completed, you will be billed for your share of the cost.
- For a period of time while the work is being completed, you can expect the working space along the drain to be accessed by the maintenance equipment and the land to be disrupted to some degree. Because this working space is a form of an easement, you will not be paid for any damages that occur on this land.
- Municipalities have the right to accumulate the cost of maintaining a drain for up to five years or \$5,000. Therefore, it is possible that you may be billed for work that occurred before you owned a property.

You should NOT:

- Along every municipal drain is an unregistered working space that the municipality has the right to use to maintain or repair the drain. Keep this working space accessible and do not plant trees or build structures in this area. If you do, and it results in an obstruction to the maintenance equipment, you may have to pay the cost of removing that obstruction.
- Don't store materials such as brush, lumber or other floatable material near the drain, because during storm events, it could float away and block the drain.
- The local municipality is responsible for maintaining municipal drains on behalf of the community of landowners involved in a drain. If you want to install a culvert or bridge on an open ditch municipal drain, or if a municipal drain requires maintenance, don't perform the work yourself; instead notify your municipality. If you do unauthorized work on a drain and that work results in damages to the drain or to other landowners, you could be responsible for paying the cost of repairing the damages.
- Although they are "man-made", all municipal drains eventually connect with the many beautiful lakes, rivers and streams located in Ontario. Do not direct septic system waste, milkhouse wastes, barnyard and manure storage runoff or other pollutants directly to these drains.

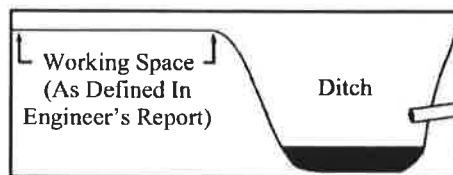


FIGURE 2. Cross-Section of an Open Ditch Municipal Drain

This Factsheet was written by **Sid Vander Veen**, P. Eng., Drainage Coordinator, Agriculture and Rural Division, OMAFRA, Guelph. It was reviewed by **Andy Kester**, Drainage Inspector, OMAFRA. It has also been reviewed by the **Drainage Superintendents Association of Ontario** and the **PEO Committee on Land Drainage**.

Agricultural Information Contact Centre

1-877-424-1300

ag.info@omafra.gov.on.ca

www.gov.on.ca/omafra

POD

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FACTSHEET



ORDER NO. 92-035

FEBRUARY 1992

AGDEX 557



Ontario

Ministry of Agriculture,
Food and Rural Affairs

AGRICULTURAL
ENGINEERING

UNDERSTANDING DRAINAGE ASSESSMENTS

Agriculture and Rural Division
(Reprinted March 1997)

The *Drainage Act* provides a legal procedure by which an "area requiring drainage" may have an outlet drain constructed to dispose of excess water.

The drainage work is initiated by interested individuals within an "area requiring drainage" who will benefit from the construction of the drain. A petition form, obtained from the municipal clerk, is signed by interested landowners. In order to be valid or sufficient, the petition must be signed by the majority of the owners in the "area requiring drainage" or by owners that represent at least 60% of the lands in this area. The "area requiring drainage" is usually described by lot and concession, or other legal land description. By taking this action, it is presumed that the owners signing the petition have made a decision that the drain will be of benefit to them and that the probable cost will be lower than the anticipated benefits. The initial benefit-cost decision is made at this point by the landowners, not the engineer or Council.

The petition is presented to and considered by Council. If the petition represents a proper "area requiring drainage", that is a real drainage basin, and appears to be valid, the Council may decide to proceed. Council then notifies each of the petitioners of this decision as well as any other municipality affected and the local Conservation Authority and the Ministry of Natural Resources.

Council then appoints an engineer. The engineer is an employee of Council, hired to design this specific drain. Under *The Drainage Act*, Section 9(2), the engineer is required to hold an on-site meeting to determine (1) the area requiring drainage, (2) if the petition is valid, (3) the drainage needs of the area. The engineer is then required "to make an examination of the area requiring drainage as described in the petition and to prepare a report which shall include:

- (a) plans, profiles and specifications of the drainage works;
- (b) a description of the area requiring drainage;
- (c) an estimate of the total cost thereof;
- (d) an assessment of the amount or proportion of the cost of the works to be assessed against every parcel of land and road for benefit, outlet liability and injuring liability;

- (e) allowances, if any, to be paid to the owners of land affected by the drainage works and
- (f) such other matters as are provided for under this Act."

The engineer's report is presented to Council, who then notifies all persons assessed and calls a special meeting where the report is considered. General objections to the report may be raised at this time. At this meeting signatures may be added or removed from the petition and this determines if the project will continue. Unresolved problems, depending on the subject, may be appealed to the Court of Revision, the Ontario Drainage Tribunal or the Drainage Referee. Details on appeal procedures may be found in *The Drainage Act** or in Ontario Ministry of Agriculture, Food and Rural Affairs Factsheet, Drainage Legislation.

The engineer's report includes two important items:

1. The estimated cost of the work — No matter how individual assessments are arrived at, this total estimated cost must always be equal to the total amount assessed, otherwise the work cannot proceed.
2. The assessment liability — This may be spread over several pages if an owner owns several parcels of land and if there are branch drains. It may be summarized.

Let us examine the obligations regarding this assessment.

RESPONSIBILITIES UNDER COMMON LAW

A natural watercourse is defined generally as a stream of water which flows along a defined channel, with bed and banks, for a sufficient time to give it substantial existence. This may include streams that dry up periodically.

**The Drainage Act may be found in the Revised Statutes of Ontario 1980, Chapter 126, available in most public libraries. Individual copies may be purchased from the Ontario Government Bookstore, 1-800-668-9938.*

A riparian landowner (owner of lands that abut upon a natural watercourse) has the right to drain his or her lands into the natural stream, but may not bring water in from another watershed. He or she can collect water in ditches and drains and discharge it into the watercourse even though it results in an increase in volume and rate of flow.

Where a natural watercourse becomes a part of a drain, it is no longer a natural watercourse. When this occurs, the riparian rights, as described earlier, are lost.

Surface water not flowing in a natural watercourse (i.e. not having discernible bed and banks) has no right of drainage. An owner of lower land may, at his or her own choice, either allow the water from higher land to flow over it or by dams or banks, keep such water off his or her property. No owner has the right to collect such surface water by ditches or drains and discharge it on lands of another. He or she has a responsibility to take this water to a sufficient outlet, i.e., a natural watercourse or a drain constructed under *The Drainage Act*.

Since there is no right to drain surface water, the owner of each parcel of land in the watershed is generally assessed for "outlet liability". In other words, his or her Common Law liability is removed by paying for the increased size or cost of the drain due to the volume of water which is discharged from his or her property, even though the drain may not provide a direct outlet for this water. The authority for this liability is set out in Section 23(1).

Since, through Common Law, a landowner is also liable for any damage he or she may cause from water which he or she collects in drains and discharges on other land without a sufficient outlet, he or she may be assessed for relief from such "injuring liability" if the new drain serves as an outlet for his or her drains and prevents this injury from occurring. The authority for this liability is set out in Section 23(2).

Injuring liability is frequently difficult to distinguish from outlet liability, consequently many engineers' reports do not contain such an item.

The assessment for outlet liability and injuring liability is based on the volume and rate of flow of the water artificially caused to flow from an owner's property. Generally, the assessment is based upon a unit value per hectare. Owners at higher elevations on a watershed may have a higher unit charge than those owners near the outlet since the water from their land makes use of a greater length of drain. A difference may be made in the unit outlet charge due to varying types of soil or land use, or the distance to the drain.

RESPONSIBILITY UNDER THE DRAINAGE ACT

In addition to the Common Law responsibility, an owner may also be assessed for benefit.

Benefit will vary between different lands, according to their differences of elevation, quantity of water to be drained from each, distance of undrained land from the course of the proposed ditch, and the presence or absence of existing drains, and other like factors.

To consider whether a parcel of land will receive any benefit from the construction, it is proper to consider whether any enhanced financial value will accrue to it as a result of the drain construction. This may occur through the increased productive power of the land or by rendering it more salable and at a better price, or by preventing water from entering on to it.

If the proposed drainage works can be of no possible benefit to the owner, or is of no commercial or agricultural value, the Act does not authorize a contribution for benefit.

Sometimes, an owner has an undeveloped area that he or she intends to leave in this condition. The owner may feel that he or she should not be assessed since the drain will be of no benefit. However, the property could change hands and the new owner might want to drain and develop it. It is with this in mind that the engineer must make an assessment, regardless of the present owner's intentions.

It is the duty of the engineer to determine whether or not a parcel of land will benefit from the project. When appealing a benefit assessment, the landowner must prove that the land does not benefit from the drain.

An owner has no responsibility for work done upstream from his or her property unless the work provides a benefit by "cutting off" a harmful flow of water across the property.

In some instances, a "special benefit assessment" may be levied against the property. This value usually represents the difference in cost between that which was originally designed and the increased level of design requested by a landowner. Examples include a closed or tile drain where open ditches would ordinarily suffice, or the construction of ponds beside the drain, or other special requests by a landowner specifically for this benefit. The authority for this liability is set out in Section 24.

ENGINEER'S REPORT

The Engineer's report should contain a plan and profile of the drain, as well as details on the drain design and the assessment schedule.

The plan shows the location of drains and the limits of the watershed. The profile shows ground elevations along the drain and the present and proposed drain bottom. The specifications give details on how the drain is to be constructed.

The Schedule of Assessment contains several columns. The first group contains the names of owners with a description of each parcel of land assessed.

The hectareage shown in the schedule for which an owner is assessed is only approximate. No survey is made to accurately establish the watershed boundary or farm areas. Any minor error in hectareage assessed is not a valid basis for appeal nor does it greatly affect the assessment. The other columns in the Schedule set forth the assessment liability for each drain and/or branch drain. These values are only estimates. The final value will not be known until the construction work is finished. The assessment will then be prorated to recover the actual cost.

Allowances to lands injured by the work are set out in a separate schedule by the engineer as authorized in Sections 29 to 33 of *The Drainage Act*.

Damage to crops during construction and disposal of waste material will vary depending on the time of year that the work is constructed. Crop damage due to spreading the spoil on the banks is based on a decreasing yearly loss of crop over several years. All or part of the cost of access bridges from a public road to the property may be assessed to the property owner.

Farm bridges are constructed as a part of the work. In certain circumstances a severance allowance may be paid instead of building the bridge. The allowance will depend upon the value of the land severed, or the cost of the bridge that would be required. The cost, or part of the cost of farm bridges or the severance allowance may be assessed across the property.

Where private drains are incorporated into the new drain, a nominal allowance may be paid based on any saving that may result from using the private drain. These allowances may not be included in the Summary of Assessments but are usually shown in a separate Schedule of Allowances.

RELEVANT OMAFRA FACTSHEETS

Drainage Legislation.

This Factsheet was authored by **Sid Vander Veen, P.Eng.**,
Resources Management Branch.

POD

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(commande n° 92-065)



Mutual Agreement Drains

T. Brook, P.Eng., and S. Vander Veen, P.Eng.

Factsheet

FACTSHEET 17-015

AGDEX 555

JUNE 2017

(replaces OMAFRA Factsheet 86-064 of the same name)

INTRODUCTION

This factsheet provides information on the advantages and disadvantages, steps and content required to develop a mutual agreement drain. It also discusses some common situations where using a mutual agreement drain may be more advantageous than using a municipal drain.

Effective drainage is important to the competitiveness of the rural and agricultural community. A mutual agreement drain can be a cost-effective way to ensure that water from a private drainage system reaches a safe and legal outlet, known as a "sufficient outlet." A carefully written agreement can protect everyone's investment, property and access to proper drainage in the future.

Private drainage systems include subsurface agricultural drainage systems, agricultural ditches, piped drains or roadside ditches. They are typically located on a single property and owned and maintained by the property owner. These private systems must be discharged into a sufficient outlet, which may include a municipal drain or a natural watercourse.

To reach a sufficient outlet, a private drainage system may have to cross at least one other property. Property owners in Ontario have two options to get access to a sufficient outlet located on another property:

- petition the local municipality for a municipal drain under the *Drainage Act, 1990*
- construct a mutual agreement drain

WHAT ARE MUTUAL AGREEMENT DRAINS?

Mutual agreement drains are private drainage systems that are authorized, constructed, improved, financed (owned) and maintained through an agreement between two or more property owners (Section 2 of the *Drainage Act, 1990*). They are based on a written agreement that may or may not be registered on property title. Mutual agreement drains are different from municipal drains, which are constructed, owned and maintained by the local municipality.

Advantages and Disadvantages of Mutual Agreement Drains

Mutual agreement drains are often compared to municipal drains (see the OMAFRA factsheet, *So What's a Municipal Drain?* www.omafra.gov.on.ca/english/engineer/facts/01-059.htm). Mutual agreement drains usually have the following advantages over municipal drains:

- They are usually cheaper to construct.
- The involvement and expense of a professional engineer is not required.
- Construction, future repair and maintenance are performed at a time suitable to all property owners. This activity does not depend on the local municipality to implement.
- Construction, future repair and maintenance are performed quickly.

The disadvantages of having a mutual agreement drain rather than a municipal drain include:

- They may be impractical when major roads, railways or utilities are involved.
- There is no recommended way to determine the costs and how they are to be divided between the property owners. This can lead to disagreement on cost-sharing.

- If a professional engineer or licensed contractor is not involved, the drain may not be properly designed. Parties to the agreement may assume liability for any design flaws.
- The parties to the agreement are responsible for obtaining any necessary permits and approvals. For municipal drains, this work is the responsibility of the municipality.
- There are costs for legal fees and a filing fee for the agreement.
- If one of the parties to the agreement fails to comply with its terms, legal action by the other parties is required to enforce the agreement.
- No grants are payable under the *Drainage Act, 1990*, for construction, future repair or maintenance of mutual agreement drains.

CREATING A MUTUAL AGREEMENT DRAIN

The first and most important step in developing a mutual agreement drain is to see if the neighbours are interested in working together to negotiate an agreement.

If all property owners agree in principle, the next steps are to determine:

- the form of the mutual agreement (e.g., written only or written and registered)
- the location of the drain
- the form of the drain (e.g., ditch or pipe)
- which of the parties to the agreement will use the drain for their property's drainage needs
- the required capacity of the drain
- the size and material for a piped drain
- the cross-section and elevations for a ditch drain
- construction timing and other details
- how the cost of construction, future repair and maintenance of the drain will be shared between the parties
- if any approvals are required to construct the drain and who will obtain and pay for these approvals

Draft the agreement and, ideally, register it on the title of each property in the land registry office.

Contents of a Mutual Agreement

Mutual agreement drains must include the seven (7) attributes required by Section 2 of the *Drainage Act, 1990*. These include:

- a reference to the *Drainage Act, 1990*
- legal descriptions of the lands on which the drainage system is constructed

- the estimated cost of the drainage system
- a description of the drainage system, including its design and approximate location
- the proportion of the cost to be paid by each owner of the land for the construction, improvement and future repair and maintenance of the drainage system
- the date the agreement was executed
- an affidavit of a witness to the execution of the agreement

The agreement can also contain other mutually agreed-upon clauses such as:

- property access requirements for the purpose of drain construction and future drain inspection, repair and maintenance requirements
- identification of who will get and pay for any required permits for future drain repair and maintenance activities
- notification requirements for entry onto the property(s) for inspection, repair or maintenance requests
- time restrictions for entering onto the land and how any crop damage will be compensated during construction, future drain repair and maintenance activities
- registration requirements and payment of the registration costs
- indemnity clauses

Forms

A standard form, *Agreement by Owners — Mutual Agreement Drains*, is available from the Ontario Central Forms Repository as Form Number: 003-0180E (ontario.ca/forms).

Complete the form by including contact information, a description of the drain, estimated cost for construction, the proportion of the cost of construction, future repair and maintenance of the drain to be paid by each property, and any additional terms of the agreement.

Property owners must sign the form binding each of the listed properties to the agreement.

The agreement must include legible plans showing:

- parcel/property boundaries
- location of the drain, including points of commencement, course and termination
- depth

- bottom and top width
- size of pipe used
- any bridge, culverts or catch basin, etc.

Registering the Agreement

The agreement or an executed copy is registered at the land registry office. A registered agreement is binding on all properties, regardless of future ownership. An unregistered agreement is binding only on the current property owners and is no longer valid if a property changes hands through sale, death, etc.

Registering the agreement may be the hardest part of the process, since the neighbours may agree to the drain but not want it registered on their property. However, registering the agreement will protect everyone's investment, property and access to proper drainage in the future. There are some additional costs and administration needed to register the agreement on title.

For record-keeping purposes, file a copy of the agreement, plans and schedules of the proposed mutual agreement drain with the clerk of the local municipality.

Professional Services

The *Drainage Act, 1990*, does not require that property owners use a professional engineer for a mutual agreement drain. However, it may be a good idea to hire an engineer to size, design and prepare drawings and specifications for the drain. The engineer will also be able to help estimate the costs, develop and process the agreement, hire a contractor and supervise construction.

Drainage contractors licensed under the *Agricultural Tile Drainage Installation Act, 1990*, are trained to survey, design and install piped agricultural drainage systems. They may also be able to assist in the development and implementation of a mutual agreement drain. It may also be advisable to hire a lawyer to review and register the specific agreement.

Approvals

All construction, repair and maintenance projects must comply with existing federal and provincial legislation where applicable (e.g., *Drainage Act, 1990*, *Conservation Authorities Act, 1990*, *Lakes and Rivers Improvement Act, 1990*, *Fisheries Act, 1985*, *Endangered Species Act, 2007*, etc., and their associated regulations).

Contact the local municipality for mutual agreement drains discharging to a municipal drain — never complete any work on a municipal drain. Contact the local conservation authority or Ministry of Natural Resources and Forestry office for mutual agreement drains discharging to a natural watercourse.

Obtain all the necessary approvals prior to starting any work.

DRAIN REPAIR AND MAINTENANCE

Inspection, repair and maintenance of a mutual agreement drain must be performed in accordance with the terms in the agreement. Usually, the party that is responsible for maintenance would provide notice to the other property owners that they wish to complete inspection, repair or maintenance work and have to access the various properties. Alternatively, a property owner may inform the property owner responsible for repair and maintenance of a situation that should be corrected.

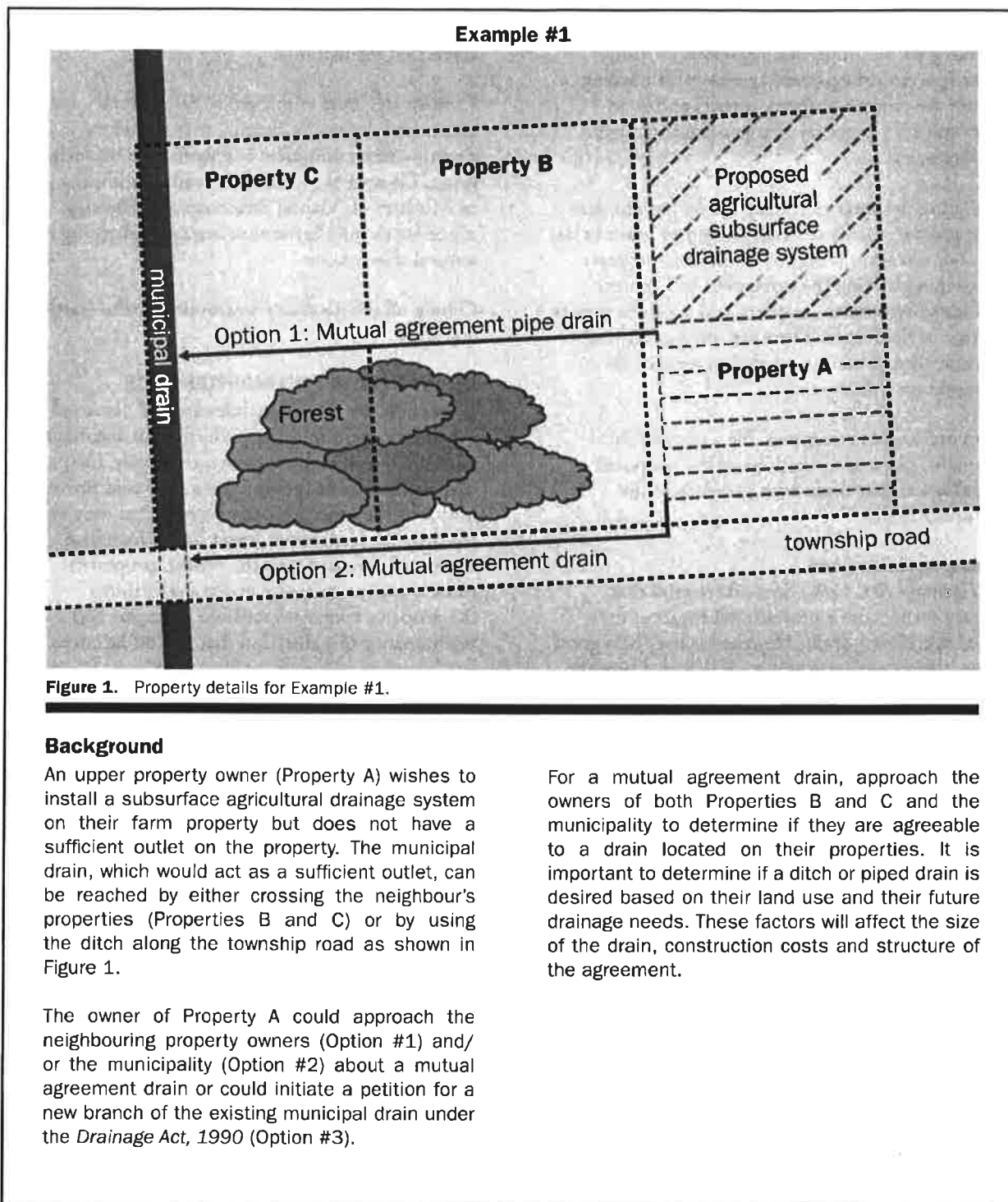
If the repair and maintenance responsibilities are not met or access to a property is denied, there are two options to consider:

- initiate a civil lawsuit for non-compliance of the agreement and obtain a judicial order
- initiate a petition under the *Drainage Act, 1990*, to have the mutual agreement drain made into a municipal drain

COMMON EXAMPLES OF MUTUAL AGREEMENT DRAINS

There are many different situations where the advantages of a mutual agreement drain outweigh

the disadvantages when compared to a municipal drain. The following situations are presented with suggestions on how to structure the agreement.



Option 1: Mutual agreement with the owners of Properties B and C

Scenario A — Drainage for Property A only

The owners of Properties B and C are agreeable but they don't want a ditch across their property nor do they wish to use the mutual agreement drain for their drainage needs. The agreement should include the following principles:

- Size the pipe to handle water from Property A only.
- Property A pays the entire costs for the construction of the drain.
- Property A is responsible for inspection, repair, future maintenance and associated costs.
- The agreement should prohibit the use of the drain by Properties B and C.
- Properties B and C grant access to their properties for inspection, construction, repair and future maintenance of the drain.
- Property A shall ensure Properties B and C are restored to their original condition after construction, future repair and maintenance.

Scenario B — Drainage for Property A and other properties

The owners of Properties B and C are agreeable and one or both wish to use the mutual agreement drain for their drainage needs. The agreement should include the following principles:

- Size the drain in sections to handle water from all properties using the drain.
- All properties using the drain agree on how to share the costs for the construction of the drain.
- All properties using the drain agree on the distribution of future repair, maintenance and associated costs.
- Agreement should prohibit the use of the drain by any properties not contributing to the cost of the drain.
- Properties B and C grant access to their properties for inspection, construction, future repair and maintenance of the drain.
- All properties using the drain agree on how to ensure Properties B and C are restored to original condition after construction, future repair and maintenance.

Water collected on any property must not be diverted to land that would not naturally receive it. Therefore, all property owners would need to verify with the local drainage superintendent that the portion of the property being drained has been assessed into the existing municipal drain. Permission from the municipality to connect the mutual agreement drain to the municipal drain is also required.

Option 2: Mutual agreement with the municipality

The municipality is agreeable to allowing the existing roadside ditch to become a mutual agreement drain and act as an outlet for the private subsurface drainage system. The agreement should include the following principles:

- Confirm or increase the capacity of the existing roadside ditch to accommodate the drainage needs of Property A and the township road.
- The municipality oversees the construction to increase the capacity of the ditch, if necessary.
- Property A pays any necessary costs of construction to increase the capacity of the ditch.
- The municipality and Property A agree on the distribution of future repair, maintenance and associated costs.

Option 3: Municipal drain

It is not possible to get an agreement for the mutual agreement drain from either the municipality or both Properties B and C. The owner of Property A could initiate a petition for a municipal drain under Section 4 of the *Drainage Act, 1990*.

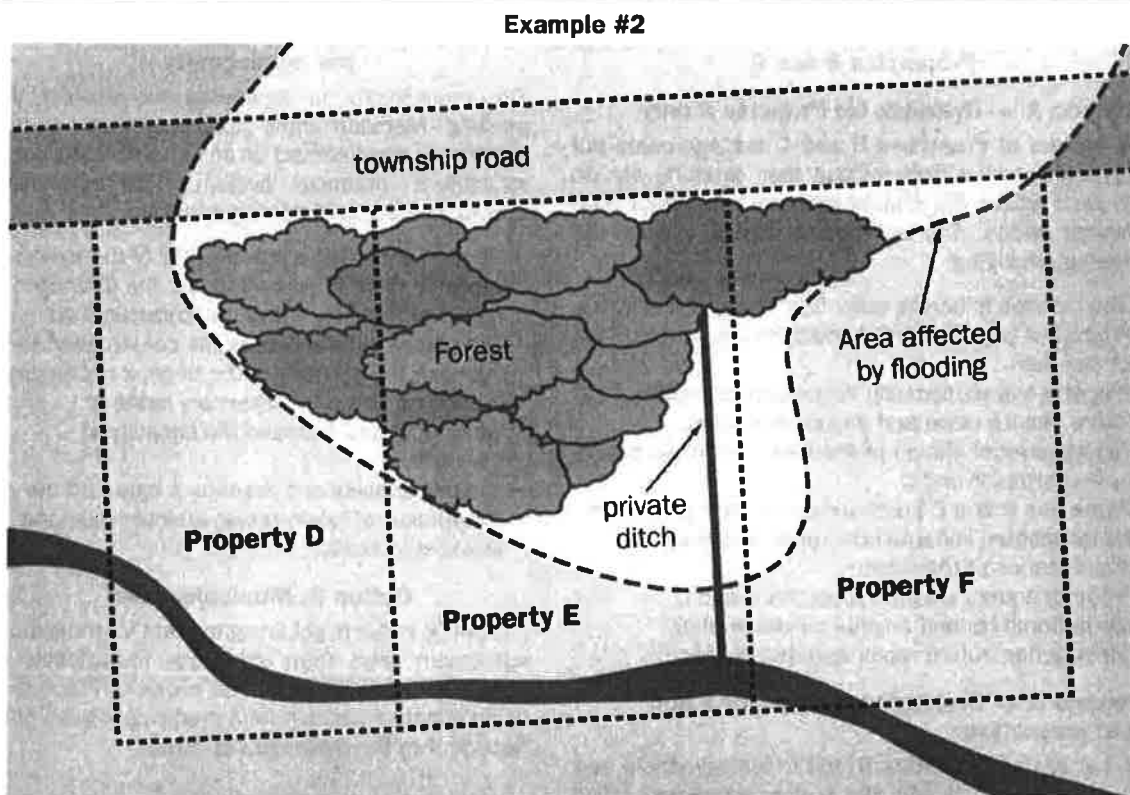


Figure 2. Property details for Example #2.

Background

A private ditch is located on Property E to drain a forested section of the property. Beavers frequently build a dam near the natural watercourse and block the ditch. During the spring and intense rainfall events, the beaver dams cause flooding to parts of Properties D, E, F and the Township Road as shown in Figure 2. The owner of Property E does not farm the property and does not manage or remove any beaver dams on their property.

To reduce the impact on the road, the municipality could approach the owner of Property E about turning the private ditch into a mutual agreement drain (Option 1) or could sign a petition requiring a new municipal drain under the *Drainage Act, 1990* (Option 2). Both of these options would allow the municipality to manage the drain and the associated beaver activity to reduce the flooding that affects the township road. The municipality would have to follow the environmental requirements of Fisheries and Oceans Canada, the Ministry of Natural Resources and Forestry, and the local conservation authority when completing this activity.

Option 1: Mutual agreement drain with the owner of Property E

The owner of Property E is agreeable to a mutual agreement drain for the management of the beaver activity. The agreement should define the size and location of the drainage system and include the following principles:

- The municipality is responsible for providing notice to the owners of Property E when beaver management activity is required.
- Property E grants access to the property for beaver management activities, including beaver dam removal.
- The municipality shall ensure that Property E is restored to its original condition if equipment is used to access Property E to manage beaver activity.

Option 2: Municipal drain

It is not possible to get an agreement for the mutual agreement drain. The municipality can sign a petition for a municipal drain under Section 4 of the *Drainage Act, 1990*.

SUMMARY

A mutual agreement drain can be a cost-effective way to ensure that water from a private drainage system reaches a sufficient outlet. A carefully written agreement can protect everyone's investment, property and access to proper drainage in the future.

RESOURCES

Drainage eReference Tool –
Mutual Agreement Drains

[www.omafra.gov.on.ca/english/landuse/drain-eref/
mutual.htm](http://www.omafra.gov.on.ca/english/landuse/drain-eref/mutual.htm)

Drainage Act, 1990. Section 2 –
Mutual Agreement Drains

ontario.ca/laws/statute/90d17

The factsheet was revised by Tim Brook, P.Eng., Water Management Engineering Specialist, OMAFRA, Elora, and Sid Vander Veen, P.Eng., Drainage Coordinator, OMAFRA, Guelph.



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Agricultural Information Contact Centre:

1-877-424-1300

1-855-696-2811 (TTY)

E-mail: ag.info.omafra@ontario.ca

ontario.ca/omafra



Petition for Drainage Works by Owners
Form 1

Drainage Act, R.S.O. 1990, c. D.17, clause 4(1)(a) or (b)

This form is to be used to petition municipal council for a new drainage works under the *Drainage Act*. It is not to be used to request the improvement or modification of an existing drainage works under the *Drainage Act*.

To: The Council of the Corporation of the City of Kawartha Lakes

The area of land described below requires drainage (provide a description of the properties or the portions of properties that require drainage improvements)

South portion of PT Lot 19 Con 12 in the former Township of Emily

In accordance with section 9(2) of the *Drainage Act*, the description of the area requiring drainage will be confirmed or modified by an engineer at the on-site meeting.

As owners of land within the above described area requiring drainage, we hereby petition council under subsection 4(1) of the *Drainage Act* for a drainage works. In accordance with sections 10(4), 43 and 59(1) of the *Drainage Act*, if names are withdrawn from the petition to the point that it is no longer a valid petition, we acknowledge responsibility for costs.

Purpose of the Petition (To be completed by one of the petitioners. Please type/print)

Contact Person (Last Name) Martin (First Name) Adam Telephone Number 705 799 0069 ext.

Address
Road/Street Number 1899 Road/Street Name Pigeon Lake Rd Lindsay ON K9V 4R5

Location of Project
Lot PT Lot 19 Concession 12 Municipality City of Kawartha Lakes Former Municipality (if applicable) Emily

What work do you require? (Check all appropriate boxes)

- ☒ Construction of new open channel
☒ Construction of new tile drain
☒ Deepening or widening of existing watercourse (not currently a municipal drain)
☒ Enclosure of existing watercourse (not currently a municipal drain)
☐ Other (provide description N/A)

Name of watercourse (if known) N/A

Estimated length of project 500 m

General description of soils in the area Sandy Loam

What is the purpose of the proposed work? (Check appropriate box)

- ☐ Tile drainage only ☐ Surface water drainage only ☒ Both

RECEIVED

NOV 10 2020

Petition filed this 10TH day of NOVEMBER, 20 20

Name of Clerk (Last, first name)

Signature

OFFICE OF THE CITY CLERK
KAWARTHA LAKES

WATTS, JOEL (DEPUTY CLERK)

Property Owners Signing The Petition

Page _____ of _____

- Your municipal property tax bill will provide the property description and parcel roll number.
- In rural areas, the property description should be in the form of (part) lot and concession and civic address.
- In urban areas, the property description should be in the form of street address and lot and plan number if available.
- If you have more than two properties, please take copy(ies) of this page and continue to list them all.

Number | Property Description

1899 | Pigeon Lake Rd - Part Lot 19 Concession 12

Ward or Geographic Township

Emily

Parcel Roll Number

165100100602502

I hereby petition for drainage for the land described and acknowledge my financial obligations.

Ownership

☐ Sole Ownership

Owner Name (Last, First Name) (Type/Print)

Signature

Date (yyyy/mm/dd)

☒ Partnership (Each partner in the ownership of the property must sign the petition form)

Owner Name (Last, First Name) (Type/Print)

Signature

Date (yyyy/mm/dd)

~~Adam~~ Adam Martin

Adam Martin

2026/10/29

Nancy Martin

Nancy Martin

2029/10/29

☐ Corporation (The individual with authority to bind the corporation must sign the petition)

Name of Signing Officer (Last, First Name) (Type/Print)

Signature

Name of Corporation

Position Title

I have the authority to bind the Corporation.

Date (yyyy/mm/dd)

Number | Property Description

Ward or Geographic Township

Parcel Roll Number

I hereby petition for drainage for the land described and acknowledge my financial obligations.

Ownership

☐ Sole Ownership

Owner Name (Last, First Name) (Type/Print)

Signature

Date (yyyy/mm/dd)

☐ Partnership (Each partner in the ownership of the property must sign the petition form)

Owner Name (Last, First Name) (Type/Print)

Signature

Date (yyyy/mm/dd)

☐ Corporation (The individual with authority to bind the corporation must sign the petition)

Name of Signing Officer (Last, First Name) (Type/Print)

Signature

Name of Corporation

Position Title

I have the authority to bind the Corporation.

Date (yyyy/mm/dd)

☐ Check here if additional sheets are attached

Clerk initial

Petitioners become financially responsible as soon as they sign a petition.

- Once the petition is accepted by council, an engineer is appointed to respond to the petition. *Drainage Act*, R.S.O. 1990, c. D. 17 subs. 8(1).
- After the meeting to consider the preliminary report, if the petition does not comply with section 4, the project is terminated and the original petitioners are responsible in equal shares for the costs. *Drainage Act*, R.S.O. 1990, c. D. 17 subs. 10(4).
- After the meeting to consider the final report, if the petition does not comply with section 4, the project is terminated and the original petitioners are responsible for the costs in shares proportional to their assessment in the engineer's report. *Drainage Act*, R.S.O. 1990, c. D. 17 s. 43.
- If the project proceeds to completion, a share of the cost of the project will be assessed to the involved properties in relation to the assessment schedule in the engineer's report, as amended on appeal. *Drainage Act*, R.S.O. 1990, c. D. 17 s. 61.

Notice of Collection of Personal Information

Any personal information collected on this form is collected under the authority of the *Drainage Act*, R.S.O. 1990, c. D. 17 and will be used for the purposes of administering the Act. Questions concerning the collection of personal information should be directed to: where the form is addressed to a municipality (*municipality to complete*)

and where the form is addressed to a territory without municipal organization, the Drainage Coordinator, Ministry of Agriculture, Food and Rural Affairs, 1 Stone Rd W, Guelph ON N1G 4Y2, 519 826-3552.



Council Report

Report Number RS2020-025

Meeting Date: December 15, 2020

Title: Amending Lease Agreement for 193 Centreline Rd., Omemee

Description: Proposed 2020 Amending Lease Agreement between the City of Kawartha Lakes and Bell Mobility Inc. (193 Centreline Road, in the Geographic Township of Emily)

Author and Title: Christine Oliver, Law Clerk – Realty Services

Recommendations:

That Report RS2020-025, **Bell Mobility Inc. Amending Lease Agreement for 193 Centreline Road, Omemee**, be received; and

That the Mayor and Clerk be authorized to execute an amending lease agreement on behalf of the Corporation of the City of Kawartha Lakes with Bell Mobility Inc. for the purpose of constructing a new telecommunications tower at 193 Centreline Road, in the Geographic Township of Emily, which amends the agreement completed on the 1st day of December, 2015.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

The Corporation of the City of Kawartha Lakes has been in a lease agreement with Bell Mobility Inc. since December 1, 2015 (agreement not attached due to confidentiality reasons) for a portion of City-owned property at 193 Centreline Road, in the Geographic Township of Emily, to Bell Mobility Inc. to allow for a tower and support equipment.

- 10.3.2 **RESOLVED THAT** Report LM2015-008, **Bell Mobility Inc. Lease of 193 Centreline Road, Omemee**, be received; and
THAT the lease agreement between the Corporation of the City of Kawartha Lakes and Bell Mobility, attached as Appendix A to Report LM2015-008, be approved.

CR2015-1048

Bell Mobility Inc. did not construct a tower or place support equipment on site. Bell Mobility Inc. has proceeded to propose to construct a tower being 35m in height and is identified in a site plan attached as Appendix B. This proponent has completed a Telecommunication Facility Development Agreement with the City, which is administered by the Planning Department and which is advanced to Council:

9.2.2 PLAN2020-020

Telecommunications Facility Application Re-Endorsement – Bell Mobility Inc. – Application D44-28-001

Ian Walker, Planning Officer - Large Developments

CR2020-160

Moved By Deputy Mayor O'Reilly

Seconded By Councillor Veale

That Report PLAN2020-020, **Telecommunications Facility Application Re-Endorsement – Bell Mobility Inc. – Application D44-28-001**, be received;

That the previous April 22, 2014 Council endorsement of a 50.0 metre tri-pole telecommunication facility originally proposed by Fontur International Inc. on behalf of Bell Mobility Inc., to be sited on property at 193 Centreline Road and generally outlined in Appendices 'A' to 'C' to Report PLAN2020-020, be extended for a period of not more than one (1) year, conditional upon the applicant entering into an amended Telecommunication Facility Development Agreement with the City;

That Innovation, Science and Economic Development (ISED) Canada, the applicant, and all interested parties be advised of Council's decision; and

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

Carried

The proposed license agreement between the City of Kawartha Lakes and Bell Mobility Inc. (attached as Appendix C) provides that Bell Mobility Inc. will be charged an \$18,360.00 (plus HST) annual fee for a term of five (5) years in accordance with the agreement (attached as Appendix B).

The purpose of this report is to provide Council with an opportunity to consider the terms of the proposed amending lease agreement and for Council to provide direction to execute this Agreement as outlined in the draft by-law (attached as Appendix D).

Appendix A is a general location map.

Rationale:

The current lease agreement between the City and Bell Mobility Inc. has been in force and effect since December 1, 2015. The agreement in effect is currently in a term of five (5) years ending November 30, 2020. This lease agreement has three options to extend each for a term of 5 years. Bell Mobility Inc. has proceeded to propose to construct a tower being 35m in height and is identified in a site plan attached as Appendix B. For Bell Mobility Inc. to proceed with investment to their infrastructure and to improve services to clients, they require the support of The City of Kawartha Lakes to allow them the space required.

Other Alternatives Considered:

Council could direct that the amending lease agreement not be executed. This is not recommended in this circumstance as Bell Mobility Inc. would not be able to expand their services within The City of Kawartha Lakes.

Alignment to Strategic Priorities

Good Government

- Maintain partnership with Eastern Ontario Regional Network (EORN) to ensure high speed broadband and cellular services are available throughout Kawartha Lakes.
- Partner and advocate to maintain and encourage expansion demanded community infrastructure and institutions

Financial/Operation Impacts:

The current lease agreement between The City of Kawartha Lakes and Bell Mobility Inc. provides for compensation in the amount of \$18,360.00 (plus HST) annually with an annual 2 % increase. The Realty Services Division is proposing this rate remain the same for the current term ending November 30, 2020 and for the three (3) options for renewal each for five (5) years.

Consultations:

Director of Public Works

Attachments:

Appendix A – Location Map



Appendix A -
Location Map.pdf

Appendix B – Site Plan



Appendix B - Site
Plan.pdf

Appendix C – Proposed Amended License Agreement



Appendix C -
Proposed Amending

Appendix D – Draft By-Law



Appendix D - Draft
Bylaw.pdf

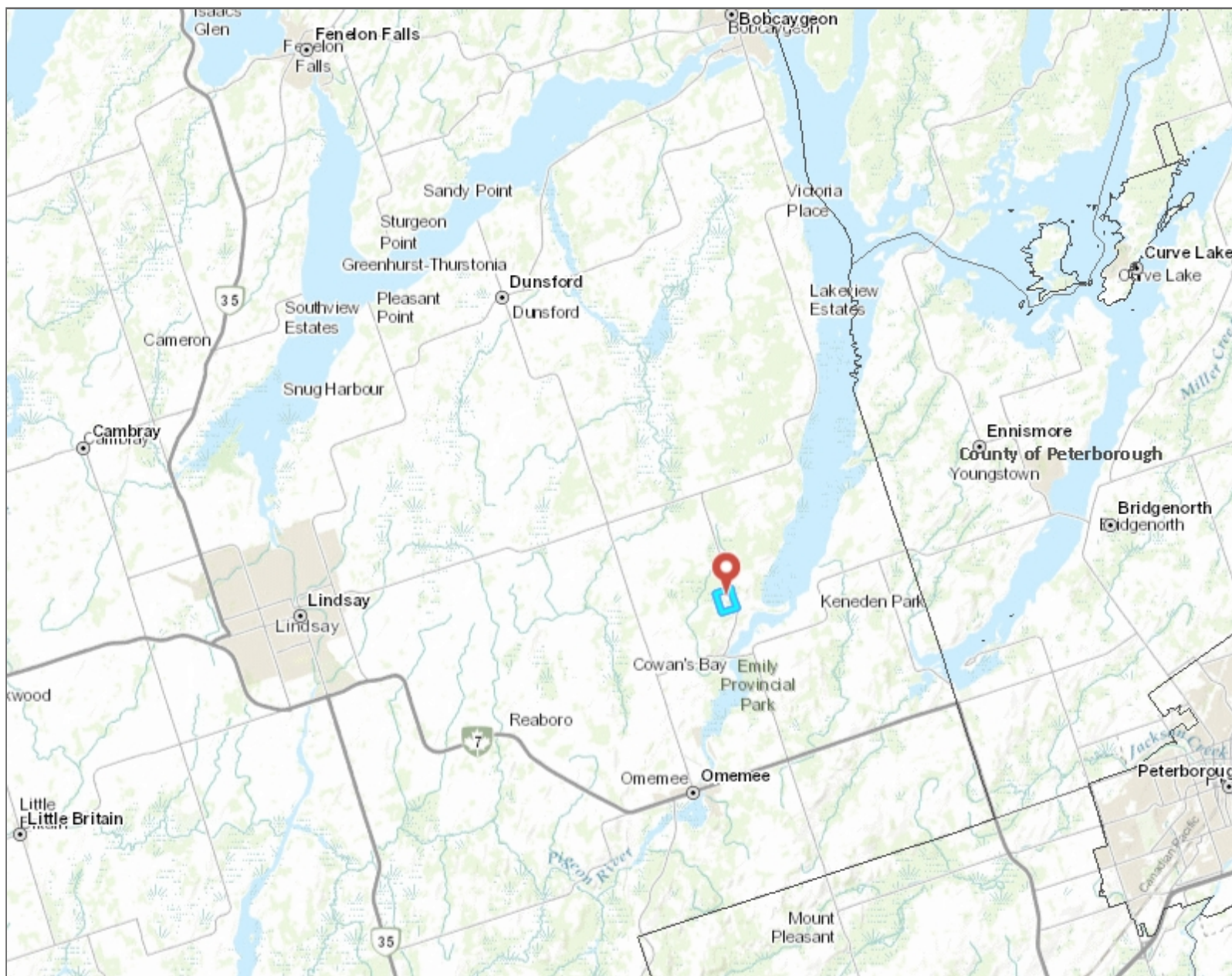
Department Head E-Mail: rcarlson@kawarthalakes.ca

Department Head: Robyn Carlson

Department File: L17-19-RS018

193 Centreline Road, Emily

Appendix A
to
Report RS2020-025
File No. L17-19-RS018



Legend

- Upper Municipalities
- Lower Tier Municipalities
- Populated Places

Notes

Notes

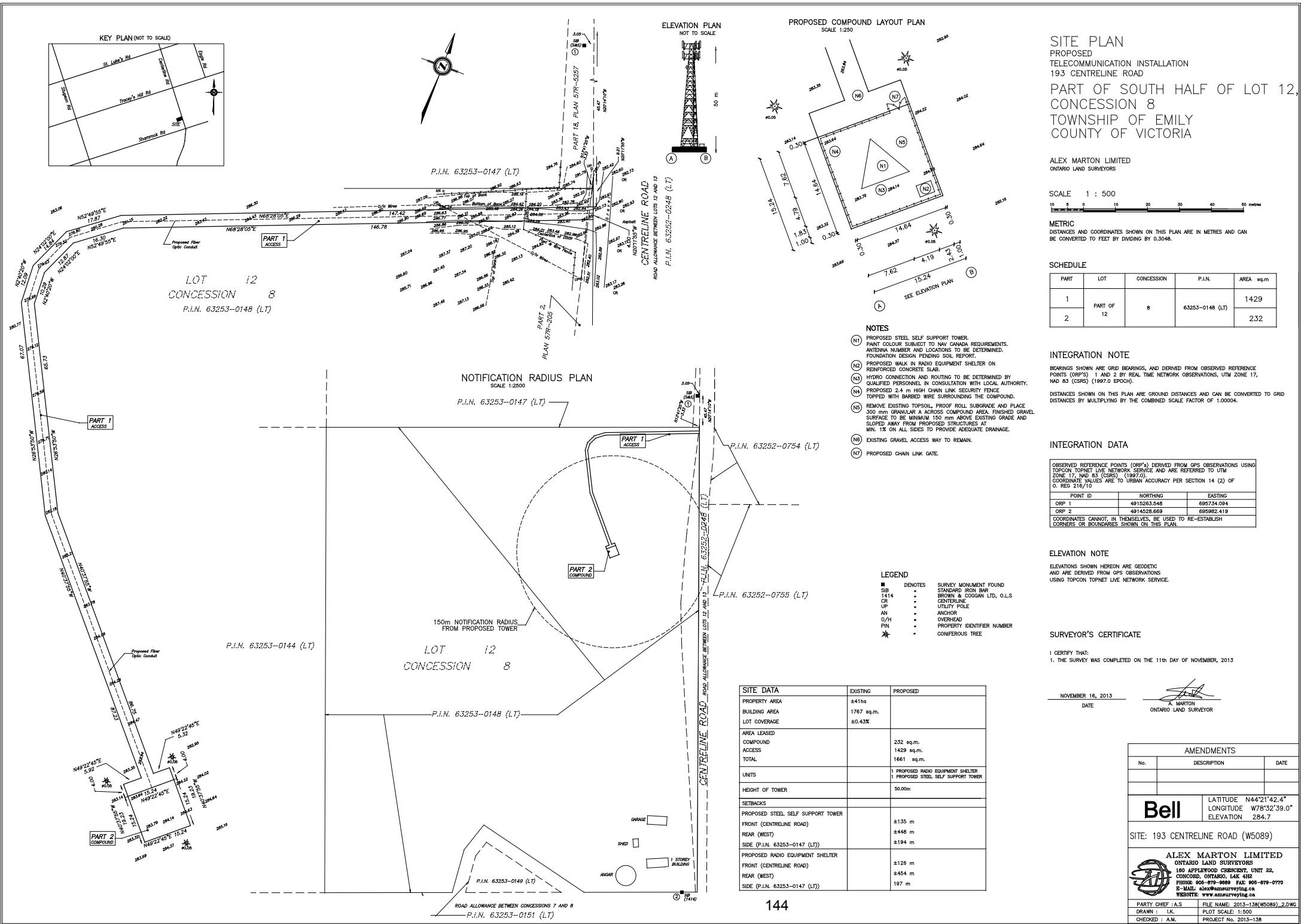
14.68

Kilometers

WGS_1984_Web_Mercator_Auxiliary_Sphere
© City Of Kawartha Lakes



This map is a user generated static map output and is for reference only. All data, layers and text that appear on this map may or may not be accurate, current, or otherwise reliable.



FIRST LEASE CONFIRMING AND AMENDING AGREEMENT

THIS AGREEMENT is made as of the 6th day of October, 2020.

B E T W E E N:

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

(hereinafter called the “Landlord”)

OF THE FIRST PART

- and -

BELL MOBILITY INC.

(hereinafter called the “Tenant”)

OF THE SECOND PART

RECITALS

- A. By a Telecommunications Facility Lease Agreement dated December 1, 2015 (the “Original Lease”) between the Landlord and the Tenant in respect of certain space located in the property municipally known as **193 Centreline Road, Omemee, Kawartha Lakes, Ontario**, and as more particularly described in the Lease.
- B. The Original Lease, this First Lease Amendment shall hereinafter be referred to collectively as the “Lease”;
- C. The parties hereto have agreed to amend the terms of this Lease in the manner hereinafter provided;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of Two Dollars (\$2.00) now paid by each party hereto to the other and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Landlord and the Tenant covenant and agree as follows:

- 1. The parties hereto hereby acknowledge, confirm and agree that the foregoing recitals are true in substance and in fact.
- 2. From and after execution of this agreement, the Lease shall be amended as follows:
 - (a) Schedule “B” (“Approved Site Plan”), attached herein and shall replace Schedule “B” of the Lease;
- 3. Except where inconsistent with the foregoing provisions of this Agreement, all of the provisions of the Original Lease shall apply, mutatis mutandis, to this Agreement. The parties hereto acknowledge, confirm and agree that in all other respects the terms and conditions of the Original Lease remain in full force and effect, unchanged and unmodified (including, without limitation, except in accordance with this Agreement.
- 4. Except as specifically stated in this Agreement, any term which is defined in the Lease, shall, unless the context otherwise requires, have the same meaning when used in this Agreement.

5. The parties agree to execute such further and other agreements from time to time as may be reasonably necessary in order to give effect to this Agreement.
6. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and their permitted assigns.
7. Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.
8. The provisions hereto shall be interpreted according to the laws of the Province of Ontario.
9. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision, but shall be deemed to be severable.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first above written.

THE CORPORATION OF THE CITY OF
KAWARTHA LAKES

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the corporation.

BELL MOBILITY INC.

Per:  _____
Name: Brock Enderton
Title: Senior Manager
Real Estate & Government Relations

I have authority to bind the corporation.

SCHEDULE “B”
APPROVED SITE PLAN
(W5089 – Sketch prepared by Lanthier & Gilmore Surveying Ltd)

BEARINGS ARE UTM GRID, DERIVED FROM SIMULTANEOUS GPS OBSERVATIONS FROM MONUMENTS OP1 TO OP2, SHOWN HEREON, REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 17 (87° WEST LONGITUDE) NAD 83 (CSRS) (1987).

DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

DISTANCES SHOWN ON THIS PLAN ARE ADJUSTED GROUND LEVEL DISTANCES AND CAN BE USED TO COMPUTE GRID COORDINATES BY MULTIPLYING THE DISTANCES BY A COMBINED SCALE FACTOR OF 1.000032.

SITE DATA		EXISTING	PROPOSED
AREA REQUIREMENTS			
COMPOUND		232.2 sq.m.	336.2 sq.m.
ACCESS, UTILITIES		386.9 sq.m.	386.9 sq.m.
COMPOUND & ACCESS		4212.2 sq.m.	4212.2 sq.m.
PROPOSED UNITS			1 TOWER SHELTER
HEIGHT OF TOWER			20 m
SETBACKS (PROPOSED TOWER)			
NORTH			±17.4 m.
EAST			±181.3 m.
SETBACKS (PROPOSED SHELTER)			
NORTH			±45.6 m.
EAST			±151.1 m.
PROPOSED TOWER CENTRE COORDINATES			
		10° 37' 32.2" N 78° 37' 42.7" E GRID. ELEV. 279.0	

The Corporation of the City of Kawartha Lakes

By-Law 2020-_____

A By-law to Authorize the Execution of an Amendment to a Telecommunications Lease Agreement at 193 Centreline Road, Geographic Township of Emily, City of Kawartha Lakes

For the purpose of authorization to execute an amended lease agreement between the Corporation of the City of Kawartha Lakes and Bell Mobility Inc. for constructing a telecommunications tower at the location municipally known as 193 Centreline Road, in the Geographic Township of Emily, City of Kawartha Lakes.

Recitals

1. The City of Kawartha Lakes and Bell Mobility Inc. have entered into an Amended Lease Agreement to allow Bell Mobility to construct a telecommunications tower at the location municipally known as 193 Centreline Road, in the Geographic Township of Emily, City of Kawartha Lakes.
2. Sections 5.05 (2) of By-Law 2016-009, being a by-law regarding delegated authority to execute documents, requires that the Amended Lease Agreement with annual revenue over \$10,000 must be approved by council.
3. Section 3.01 (B)(V) of By-law 2018-017, being a by-law to provide direction for annual fees for encroachments describes the amount for tower as \$13,000.
4. The current Lease Agreement allows for a tower and has been renewed. The purpose of the amendment is to add the tower specifications and to identify the location to the existing lease as an amendment with all other terms to remain the same.
5. An Amended Lease Agreement has been agreed to and executed by Bell Mobility Inc.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2020-_____.

Section 1.00: Definitions and Interpretation

1.01 Definitions: In this by-law,

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

"City Clerk" means the person appointed by Council to carry out the duties of the clerk described in section 228 of the Municipal Act, 2001;

“Council” or “City Council” means the municipal council for the City;

1.02 Interpretation Rules:

- (a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.
- (b) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

- 1.03 **Statutes:** References to laws in this by-law are meant to refer to the statutes, as amended from time to time, that are applicable within the Province of Ontario.
- 1.04 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

Section 2.00: Authorization

- 2.01 **Authorization:** The Mayor and Clerk are hereby authorized and directed to sign the Amendment to the Lease Agreement appended to this By-law as Schedule A, and affix the City's corporate seal.

Section 3.00: Administration and Effective Date

- 3.01 **Administration of the By-law:** The City Clerk is responsible for the administration of this by-law.
- 3.02 **Effective Date:** This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this ____ day of _____, 2020.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

Schedule A



Schedule A -
Amending Agreement



Council Report

Report Number ED2020-028

Meeting Date: December 15, 2020

Title: Kawartha Lakes Innovation Cluster Pilot Project Extension

Description: Extension of the Kawartha Lakes Innovation Cluster Pilot project to December 31, 2021

Author and Title: Rebecca Mustard, Manager of Economic Development

Recommendation(s):

That Report ED2020-028, **Kawartha Lakes Innovation Cluster Pilot Project Extension**, be received; and

That the Mayor and Clerk be authorized to execute a revised agreement with the Innovation Cluster - Peterborough Kawartha as outlined in Appendix A to Report ED2020-028.

Department Head: _____

Financial/Legal/HR/Other: _____

Chief Administrative Officer: _____

Background:

In Ontario, municipalities are able to provide for the establishment of a counselling service to small businesses operating or proposed to operate in the municipality under the Ontario Municipal Act 2006, c.32 Schedule A, s.50.

The Kawartha Lakes Innovation Cluster Pilot Project was proposed to extend municipal economic development programming to encourage business and job growth within the municipality in high growth businesses.

At the Council Meeting of September 10, 2019, Council adopted the following resolution:

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.

Carried

The Kawartha Lakes Innovation Cluster Pilot Project launched officially at 180 Kent Street on February 11, 2020. In March, 2020, when all municipal buildings were closed to the public due to the pandemic, the Pilot Project moved to a virtual program.

On November 4, 2020, as a requirement of the original Pilot Project Business Counselling Services Agreement, Council received a joint presentation from City Staff and the Innovation Cluster- Peterborough and the Kawartha's reporting on the outcomes of the Kawartha Lakes Innovation Cluster Pilot Project.

At the Council Meeting of November 17, 2020, Council adopted the following resolution:

CW2020-164

That Report ED2020-23, **Economic Recovery Task Force Recommendations**, be received;

That permit fees for park use, patios and events in 2021 be waived, with forecasted reduced revenue identified in the 2021 budget;

That the downtown Fenelon Falls reconstruction project be included as a decision unit in the 2021 capital budget;

That an increase in garbage cans and frequency of waste pick up in our downtowns and major parks be costed and included as a decision unit in the 2021 budget;

That portable washrooms and associated directional signage in our downtowns and parks be costed and included as a decision unit in the 2021 budget;

That accelerated investment in our boat launches and trails for improved access and enjoyment be costed and included as a decision unit in the 2021 budget;

That Council supports the work of EORN and EOWC for the Eastern Ontario “1 GIG” proposal for increased broadband capacity;

That Council directs staff to develop a cultural sector recovery grant program for 2021, which could be applied to operating costs for our arts and culture community, and report back to council on the scope of the program by end of Q1 2021;

That Council approves a modified extension to the Kawartha Lakes Innovation Cluster Pilot program until December 31, 2021, through in-kind support to provide specific support for high growth businesses; and

That Council endorses the Economic Recovery Task Force Action Plan as provided in Appendix A to this report.

Carried

This report addresses that direction.

Rationale:

The Kawartha Lakes Innovation Cluster Pilot Project extension Business Counselling Services Agreement proposed includes a number of updates to the original agreement signed in 2019 following the learnings of the Pilot Project, of note;

- Duration of the Pilot Project extended between January 1, 2021, and December 31, 2021, which is in line with the lease agreement.
- Removal of reference to Pilot Project funding as Council approved supporting the extension in-kind through the provision of space at 180 Kent Street.

- Change in the reporting requirements from monthly to quarterly to reflect a more appropriate timeframe for activity to take place and outcomes to be observed.
- Updating language, where appropriate, to reflect the requirements for limited physical, and an increase in virtual, programming due to the impact of the COVID-19 pandemic, in-keeping with safety precautions.
- Removal of seat on the Innovation Cluster board for a Kawartha Lakes representative as this opportunity was not exercised in 2020 and would be better considered as part of a future program should Council choose to continue the program following the end of the Pilot Project Extension term.

Other Alternatives Considered:

The Kawartha Lakes Innovation Cluster Pilot Project Extension supports the further execution of extended economic development programming specific to supporting high growth businesses. The Innovation Cluster-Peterborough and the Kawartha's brings specific experience and expertise in digital technology and intellectual property, resources typically found in Regional Innovation Centres.

Despite the pandemic, the Pilot Project was successful in supporting 12 local companies and providing training opportunities for many others. The extension of the Pilot Project will allow the work to continue for another year and give Council and Staff an opportunity to plan for the future.

Alignment to Strategic Priorities

The Pilot Project Extension directly implements the 2020-2023 Kawartha Lakes Strategic Plan Goal;

A Vibrant and Growing Economy

The Goal identifies the action to create an environment to attract business to Kawartha Lakes, and specifically within that action to create an Innovation Centre to support and encourage high growth new businesses. This project furthers that direction.

Financial/Operation Impacts:

The Pilot Project Extension provides for in-kind space at 180 Kent Street. This agreement extension does not include the provision of funding. A separate report is coming forward from Realty Services at this Council meeting with reference to the lease agreement.

Consultations:

City Solicitor
Innovation Cluster - Peterborough and the Kawartha's

Attachments:

Appendix A – Kawartha Lakes Innovation Cluster Pilot Project Extension
Business Services Counselling Agreement



20201215InnovationCluster_Agreement

Department Head E-Mail: cmarshall@kawarthalakes.ca

Department Head: Chris Marshall

This business counselling services agreement made December _____, 2020.

Between:

The Corporation of the City of Kawartha Lakes (“City”)

and

Innovation Cluster – Peterborough and the Kawartha, incorporated under the Corporations Act, Ontario, Ontario Corporation Number 1596890, with a principal place of business at 270 George St. N, 3rd Floor, Peterborough, ON. K9J 3H1, Canada (“**ICPK**”),

1. Recitals:

Whereas the City of Kawartha Lakes operates the Kawartha Lakes Small Business and Entrepreneurship Centre and hosts a comprehensive Economic Development Program.

And whereas ICPK specializes in support for determined, innovative entrepreneurs in the formation and growth of their technology-driven companies.

The City is seeking complimentary services from the ICPK to further support high growth entrepreneurs and businesses.

In accordance with Section 108(1) of the Ontario **Municipal Act, 2001**, (the “Act”) ICPK is a counselling service for small businesses and is proposing to operate a physical presence within the City of Kawartha Lakes.

In accordance with Section 108(1) of the Act, ICPK will promote within the region defined as the City of Kawartha Lakes as a suitable location for establishing new Technology and Intellectual Property businesses as selected by ICPK, in reference to the ICPK client criteria. The parties wish to enter into an agreement which sets out mutual obligations to establish a strategic alliance between the City and ICPK concerning the goal set out in Section 4 Terms of Agreement.

ICPK is actively pursuing digital technology start-ups with a focus in four key sectors, being: clean-tech, ag-tech, health care and the broader digital economy and will assist these start-ups with finding the best path to market. ICPK may also assist existing businesses with access to resources specifically relating to the development and commercialization of digital technology and intellectual property.

ICPK and the City entered into an Agreement wherein ICPK provided services to the City as a pilot project commencing on October 31, 2019 and ending December 31, 2020. Pursuant to the terms of that agreement, the City provided funding and rent-free space at its building at 108 Kent Street South, Lindsay, in consideration.

The parties intend to enter into this further agreement, for the period January 1, 2021 to December 31, 2021, inclusive, wherein ICPK will continue to offer the same services offered pursuant to the original agreement between the parties, but the City in exchange will no longer offer funding; it will continue to offer the same rent-free space.

2. Definitions

City of Kawartha Lakes Service Area – the geographic area as attached in schedule A.

Digital Technology – means electronic technology that generates, stores, and processes data in terms of two states: positive and non-positive. Positive is expressed or represented by the number 1 and non-positive by the number 0. Each of these state digits is referred to as a bit (and a string of bits that a computer can address individually as a group is a byte).

Incubation Centre – means a physical location in Kawartha Lakes in which the ICPK services are provided to current and potential Innovation Cluster Clients. This includes space for the provision of knowledge partner's services and office space for Kawartha Lakes based Innovation Cluster Clients as described. This space is located at 180 Kent Street West, Lindsay.

Innovation Cluster Client – is a business or individual with a signed agreement with the Innovation Cluster. Innovation Cluster Clients must apply and complete an application process. When clients have met all required parameters (intellectual property, MVP, and/or trade secrets), they are then required to complete a full orientation of the facility and processes, attend all training on the amplified course curriculum and a signed agreement with the Innovation Cluster. Innovation Cluster Clients can be either physically located in the Kawartha Lakes Incubation Centre or be Floater Clients.

Innovation Cluster Floater Client – is a business or individual with a signed agreement with the Innovation Cluster. Floater Clients are required to follow the same application parameters as Innovation Cluster Clients. Innovation Cluster Floater Clients are not physically located in an ICPK Centre, but are still able to receive knowledge partner services and available training sessions.

Intellectual Property – means a work or invention to which one has rights and for which one may apply for a patent, copyright, trademark, etc.

Peterborough Region Angel Network (PRAN) – The Incorporated Peterborough RAN organization. PRAN supports the Innovation Cluster through renting space at the Innovation Cluster in Peterborough, sponsorship and mentoring of Innovation Cluster Clients. PRAN may also support Innovation Cluster Clients through seed funding.

Project – Pilot program described in this agreement, wherein the City offers funding to the ICPK and the ICPK offers small business counselling services in Kawartha Lakes to innovative high growth companies.

Now therefore the parties agree as follows:

3. Term of Agreement

This Agreement shall commence as of January 1, 2021 and shall continue until December 31, 2021 (the “Term”), unless this Agreement is terminated earlier under the provisions hereof.

4. ICPK’s Obligations

4.1. Kawartha Lakes Innovation Cluster Pilot Programming

- 4.1.1. ICPK will operate the Incubation Centre at 180 Kent Street West, Lindsay, whose goal is to accelerate the growth and success of Digital Technology and Intellectual Property businesses located in the geographic boundary of the City of Kawartha Lakes – as selected by ICPK and referred to herein as the “Innovation Clients” - through the provision of such services as ICPK determines are appropriate. Such services will not include the provision of funding. This may include, but is not limited to, mentoring, specialized support from knowledge partners, physically locating in the Incubation Centre, and sourcing access to capital.
- 4.1.2. ICPK will provide physical office space for the Innovation Centre at 180 Kent Street with internet connectivity and standard office equipment (e.g. printers, fax, photocopiers) and assign same to the identified small businesses. ICPK will operate the Innovation Center from January 1, 2021 to December 31, 2021.
- 4.1.3. By September 1, 2021 ICPK is targeting supporting minimum of 10 Innovation Clients (up to 8 Innovation Clients will be physically located in the Incubation Centre depending on safety in space requirements due to the COVID-19 pandemic restrictions).
- 4.1.4. ICPK will conduct 6 training sessions specific to innovation, and distinct from programming typically offered through the City of Kawartha Lakes during the term of this agreement, on subjects that ICPK have determined are beneficial to the City of Kawartha Lakes innovation focused businesses.
- 4.1.5. ICPK in partnership with the City will use the client transition protocol to support the smooth movement of businesses and entrepreneurs between the ICPK and the City of Kawartha Lakes Economic Development Division (and vice versa) to support their growth in Kawartha Lakes.
- 4.1.6. ICPK will determine which small businesses are appropriate Innovation Cluster Clients based on program criteria that is:
 - 4.1.6.1. an innovative small Digital Technology and/or Intellectual Property business;

4.2. Marketing, Communications and Awareness

- 4.2.1. ICPK will recognize the City as a core funding partner by displaying the City’s logo on all communication and marketing materials that list ICPK’s funding partners and prominently on its website home page at <http://www.innovationcluster.ca/>.
- 4.2.2. ICPK will promote events and training sessions held in Kawartha Lakes jointly with the City of Kawartha Lakes and include the City’s logo on marketing materials.
- 4.2.3. ICPK will promote the City of Kawartha Lakes with an emphasis on the benefits of locating small Digital Technology and Intellectual Property businesses within the City of Kawartha Lakes Service Area.

4.3. Client Investment and Access to Capital

- 4.3.1. Provide clients requiring access to capital with information on the full range of funding sources available in Kawartha Lakes including grants, loans, angel investment or other forms of funding.
- 4.3.2. ICPK will work with the Peterborough Regional Angel Network to have two angel investment events take place in the City of Kawartha Lakes during the Term.
- 4.3.3. ICPK will work to expand the number of Kawartha Lakes based participants in the Angel Network, acknowledging the future potential to create a Kawartha Lakes Angel Network.

4.4. Governance and Reporting

- 4.4.1. Project follow the Milestones as agreed to by both parties and outlined in Schedule 1.
- ~~4.4.2. ICPK Board for the duration of this agreement and any following, expand to include a seat dedicated to a representative from Kawartha Lakes.~~
- 4.4.3. ICPK's President shall report to Kawartha Lakes City Council, in such manner as the Director of Development Services (the "Director") may reasonably request or require, during the fourth quarter of the Term, on its success in attracting and retaining Digital Technology and Intellectual Property businesses.
- 4.4.4. By the end of Q3 2021, City Staff and ICPK will provide a joint submission to Council with options for the ending or continuance of the Kawartha Lakes Innovation Cluster Project for Council's consideration.

5. City's Obligations

- 5.1. The City will continue to provide the Innovation Cluster space at no-cost to ICPK during the Term. The details of the space are more specifically set out in a separate tenancy agreement between the parties.

6. Accounting and Auditing

- 6.1. ICPK shall maintain accurate books and records of the costs of the Project, including invoices and cancelled cheques for a minimum period of 6 years after the date of completion of the Project. ICPK acknowledges that the City and/or representatives of the City have the right to audit, or cause to have audited, ICK's books, accounts and records and have a right of access to ICK's premises, records, books and accounts relating to this Project and use of the funding provided pursuant to this agreement during the Funding Period. ICPK agrees to provide full access to the City and/or an authorized representative of the City for such purposes.
- 6.2. ICPK shall release to the City, upon request and in a timely manner, for the purpose of releasing to the Auditor General of Canada, auditors for the City, or Ombudsman of Ontario, all records held by ICPK, or by agents or contractors of ICPK, relating to this Agreement and the use of the funding advanced thereto and such further information and explanations as these third parties, or anyone acting on their behalf, may request relating to this Agreement or the use of the funding.
- 6.3. ICPK shall assist the City in completing any evaluation of the outcomes and impacts that result from the Project including providing the City such data and information, without limitation, as the City may require and request and ICPK shall participate fully in any inquiry undertaken by the Auditor General of Canada, auditors for the City, or Ombudsman of Ontario, with respect to the use of the funding provided pursuant to this agreement.

7. Reporting

- 7.1. Throughout the Term, ICPK shall provide the City with a completed Project ~~Monthly~~ Quarterly Activity Report form with dates as detailed in Schedule 1.
- 7.2. ICPK shall provide a final Project report to the City, satisfactory to the City in scope and detail, within 5 days of ICPK's final Project claim as detailed in Schedule 1.

8. City Remedy

- 8.1. The parties acknowledge that the City of Kawartha Lakes may terminate the Agreement immediately by notice in writing, without cost or penalty if it is satisfied that ICPK has breached any of its obligations or requirements contained herein and such breach has not been remedied within such reasonable period as the Director of Development Services may permit or require.
- 8.2. If ICPK breaches its performance obligations as set out at paragraph 2, the City will be entitled to reimbursement of rent, on a percentage basis, based on the percentage of work obtained.
- 8.3. ICPK breaches its obligation to provide only non-monetary support as set out at paragraph 2.1, the City will be entitled to monetary compensation equal to the monetary funding provided, up to a maximum of the funding provided by the City.

9. Interpretation

- 9.1. The Recitals are true and form part of this Agreement.
- 9.2. The Schedule is a part of this Agreement.
- 9.3. This Agreement shall be interpreted in accordance with any applicable laws of the Province of Ontario.

Notice

Any notice required to be given under this Agreement shall be sent to the following:

For the City:

City of Kawartha Lakes

180 Kent Street

Lindsay, ON K9V 2Y6

Attention: Rebecca Mustard, Manager of Economic Development

T: 705-324-9411 ext. 1395

C: 705-879-8454

E: rmustard@kawarthalakes.ca

For ICPK:

Innovation Cluster – Peterborough and the Kawarthas

270 George Street North

Peterborough, ON K9J 3J1

Attention: John Gillis, President

T: 705-536-1101

C: 705-761-1676

E: jgillis@innovationcluster.ca

In witness whereof, the parties hereto have executed this Agreement, as of the date first above written.

Signed, Sealed & Delivered

The Corporation of the City of Kawartha Lakes

Mayor, Andy Letham

Clerk, Cathie Ritchie

“We have authority to bind the City pursuant to Council Resolution _____”

Innovation Cluster – Peterborough and the Kawarthas

John Gillis, President

SCHEDULE 1: CERTIFICATES AND CLAIMS

ITEM	DESCRIPTION	DUE
<p>MONTHLY QUARTERLY PROGRESS REPORT</p>	<p>A general status update in narrative form detailing Project activities undertaken and/or accomplished within the previous quarter, including reference to:</p> <ul style="list-style-type: none"> • Project milestones achieved • Project outcomes and key performance metrics • Impacts on multiple communities in rural Eastern Ontario • Additional questions that the City may wish to ask ICPK from time to time to verify progress is being made in the carrying out the Project • Success stories ICPK may wish to share with the City. 	<p>Due by the 5th day of the calendar month following each month quarter of the Project.</p>
<p><u>FINAL</u> PROGRESS REPORT</p>	<p>ICPK will receive a fillable form for the Final Progress Report, ICPK will be required to report on (without being limited to) the following information:</p> <ul style="list-style-type: none"> • Confirmation of total cash investment made by the ICPK in the Project. • A list confirming all Project milestones successfully achieved by ICPK during the duration of the Project. • A list of any organizations located in rural Eastern Ontario hired as suppliers or contractors for the Project, and the total \$ value of services provided. • A narrative description of how the Project strengthened the City's competitive advantage. • A list of new markets accessed as a result of the Project. • A list of new partnerships created as a result of the Project. • A table reporting the number of FTE jobs created by category and type (full-time and part-time, permanent and temporary). • ICPK's rating of the Funding Initiative (satisfaction survey). • # of new patents generated (if any). • # of new products commercialized (including details). • # of new process innovations implemented (including details). • Any other metric requested by the City. 	<p>Due by the 5th day of the calendar month following the last month of the Project.</p>



Council Report

Report Number RS2020-027

Meeting Date: December 15, 2020

Title: 180 Kent St. Lease – Innovation Cluster

Description: One-year tenancy with Innovation Cluster – Peterborough and the Kawarthas – tenant to pay rent in the form of small business counselling services (payment in kind) and City landlord to pay utilities

Author and Title: Robyn Carlson – City Solicitor

Recommendations:

That Report RS2020-027, **180 Kent St. Lease – Innovation Cluster – Peterborough and the Kawartha**, be received; and

That the Mayor and Clerk be authorized to execute the Lease Agreement attached as Appendix A on behalf of the Corporation of the City of Kawartha Lakes, being a Lease Agreement with the Innovation Cluster - Peterborough and the Kawarthas.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

The Innovation Cluster – Peterborough and the Kawarthas, incorporated under the Corporations Act, Ontario, Ontario Corporation Number 1596890 (herein referred to as “Innovation Cluster”), has an office in Peterborough. The purpose of this entity is to support small business expansion by providing counselling services.

The City has previously approved funding for 2020 to the Innovation Cluster to an upset limit of \$50,000.00, to support a presence for the Innovation Cluster in the Kawartha Lakes and to have the Innovation Cluster support businesses within the Kawartha Lakes. This project was called the “Kawartha Lakes Innovation Cluster Pilot Project”:

12.1.18 CW2019-063

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

Carried

12.3.14 COW2019-140

CR2019-390

Moved By Councillor Ashmore

Seconded By Councillor Veale

That Report ED2019-015, **Incubation Pilot Program Funding Support**, be received;

That the project titled Kawartha Lakes Innovation Cluster Pilot Project be approved for an application to the Kawartha Lakes Community Future Development Corporation with a total project costs of up to \$100,000.00 with the City’s 50% contribution from the Economic Development Innovation Reserve; and

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

Carried

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.

In or around Fall 2019, the Municipal Law Enforcement Office vacated space at 180 Kent Street West, Lindsay (and has moved to 37 Lindsay St. S.). The Economic Development, Building and Property and Realty Services Divisions met with the Innovation Cluster, which was still looking for physical office space for its initiative in the City of Kawartha Lakes. The Innovation Cluster determined that the space vacated by the Municipal Law Enforcement Office was appropriate for its needs.

The City and the Innovation Cluster agreed to enter into a lease wherein the City would provide the space at no cost to the Innovation Cluster, excluding any leasehold improvements, for the term of the pilot project itself:

Carried

8.3.28 CW2020-061

That Report RS2020-003, **180 Kent Street Lease – Innovation Cluster**, be received; and

That the Mayor and Clerk be authorized to execute the Lease Agreement attached as Appendix A on behalf of the Corporation of the City of Kawartha Lakes, being a Lease Agreement with the Innovation Cluster, Peterborough and the Kawartha.

Carried

The Innovation Cluster moved into the space in or around February 11, 2020, and has completed leasehold improvements.

The service agreement and the lease terminate on December 31, 2020. The current lease is attached as Appendix B. The purpose of this report is to recommend that Council enter into a further one-year lease with the Innovation Cluster on the condition that it enter into a further one- year contract for services with the City. A report from the Economic Development Division respecting the contract for services is on the same Council Agenda for consideration, accordingly.

Rationale:

The space to be leased by the Innovation Cluster consists of 845 square feet of exclusive use and a further 211 square feet of shared use on the main floor of the building, and further shared space access to City washrooms, boardrooms and kitchen. City staff will also co-locate in the space to provide business start-up counselling services.

The Innovation Cluster and its invitees were not able to use the leased space between March 2020 and November 2020, as the space has shared washrooms with City staff. This presents additional risk to staff: Both a health and safety concern during the current pandemic, as well as a security concern. In December, 2020, the City was able to address those concerns by providing restricted washroom access to the Innovation Cluster. Specifically, the Innovation Cluster has been provided lanyards for washroom access and Cluster staff and invitees must undertake a daily screening process prior to entry to the facility.

The consideration for the lease is the small business counseling services in accordance with section 108 of the *Municipal Act, 2001*, which allows for the Innovation Cluster to pay rent in the form of payment in kind. The Innovation Cluster will pay for its own Internet and telephone, but will not pay for its water, sewer, heat and electricity, or any costs for maintenance or cleaning. The lease has been valued at \$15 per square foot of exclusive use space, to a total of \$12,672.00 per annum.

The proposed lease is attached as Appendix A.

Other Alternatives Considered:

None.

Financial/Operation Impacts:

The current occupancy reduces the available space for staff expansion at 180 Kent St. W., however, without a complete space needs analysis, it is difficult to conclude when or if the City will require this space for its own operations.

Servicing Implications:

This report and recommended resolutions align with the Guiding Principle of “Partner and Collaborate”. Moreover, this report and recommendations support the strategic priority of “A Vibrant and Growing Economy”.

Consultations:

Manager of Building and Property

Director of Community Services

Manager of Economic Development Services

Director of Development Services

Manager of Realty Services

Attachments:

Appendix A – Proposed Lease



Schedule A -
Proposed Lease.pdf

Appendix B – Current Lease



Appendix B -
Current Lease.pdf

Department Head E-Mail: rcarlson@kawarthalakes.ca

Department Head: Robyn Carlson

LEASE AGREEMENT

Made as of the date of execution, below, with effect as of January 1, 2021.

BETWEEN:

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

(hereinafter called the “**City**”)

- and -

**INNOVATION CLUSTER – PETERBOROUGH AND THE KAWARTHA
INCORPORATED UNDER THE CORPORATIONS ACT, ONTARIO CORPORATION
NUMBER 1596890**

(hereinafter called the “**Tenant**”)

WHEREAS:

- a) The City is the registered owner of the Premises situated on the property municipally known as 180 Kent Street West, Lindsay, City of Kawartha Lakes (the “**Premises**”);
- b) The Tenant desires to continue to use the Premises for purposes of running the “**Business**” and providing the Contracted Services of small business counselling as set out in Schedule A; and
- c) The Tenant has occupied a portion of the Premises, as more specifically set out below, since February 1, 2020.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1) Grant of Lease

a) Contracted Services and Business Activities

The City hereby grants to the Tenant a lease (the “**Lease**”) to occupy and use a portion of the Premises (more specifically described as the demised Suite located on the first floor and at the extreme east end of 180 Kent Street and being approximately 1,056 square feet on the main floor of the Premises). The parties anticipate that approximately 4/5 of this area will be exclusive use (844.8 square feet) and that approximately 1/5 of this area will be common use. The City hereby grants to the Tenant a non-exclusive license to occupy the Common Areas within the Premises as further defined in Schedules B and C. This Lease is entered into for the purpose of operating the Business. The Tenant shall, in operating the Business, carry out the duties prescribed in Schedule A, attached hereto.

b) Obligations of the City

The City shall carry out the duties prescribed in Schedule A.

c) Assignment and Use of Building Space

This Agreement assigns the use of space for the exclusive use of the Tenant on the first floor at the extreme east end of the Premises, together with limited non-exclusive use of the common area of the Premises. Delineation of the assigned space, together with the particulars that shall

govern all occupancy and use of the Premises is provided for in Schedule B, attached to this Agreement.

2) **Lease Term**

This Lease will commence on the 1st day of December, 2020, and terminate on the 30th day of November, 2023 (the “**Term**”).

3) **Valuation of Gift of Rental Fee**

- a) In consideration for its use and occupation of the Premises, the City’s maintenance of the leased portion of the premises and the City’s payment of real property taxes applicable to the Premises, and the provision of utilities to the leased portion (excluding Internet and telephone, and Contents Insurance, which shall be directly payable by the Tenant) the Tenant would be liable to pay to the City annual rent in the form of providing small business counselling
- b) The consideration for the lease is the small business counseling in accordance with section 108 of the *Municipal Act, 2001*. The Innovation Cluster is required to pay for its own internet and telephone, but will not be required to pay for its water, sewer, heat and electricity, or any costs for maintenance or cleaning.
- c) During the pandemic the City has had to make the challenging decision to restrict access to all City buildings. The City has not allowed the Innovation Cluster access to the Premises since March, 2020.
- d) In the event of a Federal, Provincial, or Municipal State of Emergency where the Licensee does not have access to the Premises, the City will prorate the annual License Fee accordingly.

The Rental Fee is in addition to and separate from any other fees or payments made to the City by the Tenant in relation to the Tenant’s use or license of any other premises or buildings which the City owns and which do not consist of the Premises.

4) **Tenant’s Covenants**

The Tenant shall not do or permit to be done on the Premises anything that may:

- a) constitute a nuisance;
- b) cause damage to the Premises;
- c) cause injury or annoyance to occupants or owners of neighbouring properties;
- d) make void or voidable any insurance upon the Premises;
- e) constitute a breach of any by-law, statute, order or regulation of any municipal, provincial, federal or other competent authority relating to the Premises;
- f) cause any lien, mortgage, or other encumbrance to be incurred or registered against the Premises.

5) **State of the Premises**

- a) The Tenant agrees to accept the Premises on an “as is” basis.
- b) The Tenant covenants and agrees that, upon expiration or other termination of this Lease, it will repair the leased space within the Premises to the state and standard of repair to which it existed as of the date of this Lease, in the sole and absolute discretion of the City, reasonable wear and tear excepted.

6) **Maintenance of the Premises**

The City shall, at its sole cost, maintain the leased space of the Premises in good order and condition to the standards from time to time prevailing for similar buildings subject to reasonable wear and tear not inconsistent with such standard and with the exception only of those repairs or leasehold improvements which the Tenant may carry out expressly with the permission of the City. The City's obligations include, but are not limited to,

- a) cleaning and janitorial work, heating, ventilation and air-conditioning, including temperature control, inspection, testing, maintenance and repair of base building elements and systems as necessary to ensure safe occupancy, ensure compliance with all applicable codes and regulations, and to ensure proper maintenance of the building assets.
- b) re-painting and re-decorating at reasonable intervals, making repairs and replacements to plate glass, moldings, trimmings, locks, doors, hardware, partitions, walls, fixtures, electrical, mechanical and plumbing systems and equipment, light and plumbing fixtures, wiring, piping, ceilings and floors in the Premises. The City shall have the right at all reasonable times and upon prior reasonable written or verbal notice, to examine the condition of the leased space of the Premises and notify the Tenant of deficiencies that fall outside reasonable wear and tear, for which the Tenant is responsible, and the Tenant shall make good any deficiencies for which it is responsible within fifteen (15) days from the date of such notice. Without limiting the generality of the foregoing, the City and Tenant shall conduct move-in and move-out inspections to determine the condition of the leased space of the Premises and identify any deficiencies requiring repair.
- c) The Tenant and City acknowledge that the City is responsible for capital expenditures, repairs and alterations of any nature whatsoever related to the Tenant's use of the Premises, excluding intentional and destructive acts of the Tenant or its agents. In default of this covenant, the City shall have the right to terminate this Lease.
- d) The Tenant shall not obstruct persons authorized by the City to enter the Premises to examine the condition thereof and view the state of repair at all reasonable times and following reasonable notice:
 - i) and if upon such examination repairs are found to be necessary, written notice of the repairs required shall be given to the Tenant by or on behalf of the City and the Tenant shall make the necessary repairs within the time specified in the notice;
 - ii) and if the Tenant refuses or neglects to keep the leased space of the Premises in good repair (in accordance with its limited obligations pertaining to intentional and destructive acts exceeding reasonable wear and tear and accidental destruction) the City may, but shall not be obliged to, make any necessary repairs, and shall be permitted to enter the leased space of the Premises, by itself or its servants or agents, for the purpose of effecting the repairs without being liable to the Tenant for any loss, damage or inconvenience to the Tenant in connection with the City's entry and repairs, and if the City makes repairs the Tenant shall pay the cost of them immediately.
- e) The Tenant will not alter the Premises without the City's prior written approval. The Tenant's request for such consent shall be in writing and accompanied by an adequate description of the contemplated work, and where appropriate, professionally prepared working drawings, plans and specifications. The City will act in a timely manner on any reasonable requests and will carry out work with either its own staff or its preferred contractors. Action on any such request will be subject to the City's cost considerations, and at the City's discretion may be made subject to the Tenant's agreement to funding the work.

- f) Upon expiry of the Term or other determination of this Lease, the Tenant agrees to peaceably surrender the Premises, including any alterations or additions made thereto, to the City in a state of good repair.
- g) The Tenant shall immediately give written notice to the City of any damage that occurs to the Premises from any cause.

7) **Environmental**

- a) The Tenant shall be, at its own expense, responsible for any loss, costs, damages, charges or expenses whatsoever which may be sustained by the City as a result of any environmental contamination, spill or hazard as may be created by the Tenant during its use of the Premises.

8) **Insurance**

- a) During the term of this Lease and any renewal thereof, the Tenant shall provide and maintain:
 - i) Comprehensive General Liability insurance including but not limited to, bodily injury including death, property damage including loss of use thereof, personal injury, blanket contractual liability, tenant's legal liability, contingent employers' liability, products or completed operations liability, non-owned automobile insurance, cross liability/severability of interest clause and include sudden and accidental pollution coverage. The policy shall be in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence with a deductible acceptable to the City. The policy shall name The Corporation of the City of Kawartha Lakes as an Additional Insured.
 - ii) "All Risk" Property insurance on all property owned by or for which the Tenant is legally liable including furniture, fixtures and leasehold improvements in an amount representing the full replacement cost. The policy shall not allow subrogation claims by the insurer against the City.
 - iii) If applicable, Comprehensive (3D) Dishonesty, Disappearance and Destruction Bond for an amount of not less than Two Hundred and Fifty Thousand Dollars (\$250,000.00) including a Third Party Extension Rider to cover the City against a fraudulent or dishonest act(s) with respect to incidents arising from services performed or in connection with this Agreement.
- b) The Tenant shall provide the City within ten (10) days of signing the Lease and annually thereafter, a Certificate of Insurance as confirmation of coverage, and if required, true copy(s) of the policy(s) certified by an authorized representative of the insurer, together with copies of any amending endorsements applicable to this Agreement. All policies shall be with insurers licensed to underwrite insurance in the Province of Ontario. The insurance shall be with insurers acceptable to the City and with policies in a form satisfactory to the City. All policies shall be endorsed to provide the City with not less than thirty (30) days written notice in advance of any cancellation, change or amendment restricting coverage. All premiums and applicable deductibles under the above required insurance policies are the sole expense of the Tenant. All policies shall apply as primary and not as excess of any insurance available to the City.
- c) During the term of this Lease and any renewal thereof the City shall maintain a general liability policy containing a liability/severability of interest clause with respect to the Premises, insuring against liability for bodily injury including death, property damage and personal injury, which may arise from the activities and events of the City pursuant to this Lease, up to such limits as are sufficient to cover their respective obligations to indemnify from claims, but such insurance and any payment of the proceeds thereof to the City shall not relieve the Tenant of its obligations to repair, restore and maintain the Premises.

9) **Indemnity and Limited Liability**

- a) The Tenant waives, releases, discharges and indemnifies the City from and against all rights, claims, demands or actions of whatsoever kind or nature, direct or indirect, of any person whether in respect of damage to person or property arising out of or occasioned by the maintenance, use or occupancy of the Premises by the Tenant. The Tenant agrees to look solely to its insurers in the event of loss whether the insurance coverage is sufficient to fully reimburse the Tenant for the loss or not.
- b) The City shall not be liable to the Tenant or to any other party for any torts, acts or omissions on the part of the Tenant that occurred during the Tenant's performance of the Contracted Services, or otherwise.

10) **Independent Contractor**

The Tenant and its representatives shall act as an independent contractor providing the Contracted Services pursuant to this Agreement. It is expressly understood by the parties that this Agreement shall not be considered or interpreted as the City naming, appointing or constituting the Tenant as an agent of the City or as naming, appointing or constituting any representative of the Tenant as an employee of the City; at all times, the Tenant shall have the status of an independent contractor. Without limiting the generality of the foregoing:

- a) Subject to the express terms of this Agreement, the City shall not have the right to control the Tenant's activities;
- b) Subject to the express terms of this Agreement, the Tenant shall supply the equipment and tools required to perform the Contracted Services and, in addition, shall cover costs related to their use including repairs, insurance, transport, rental and operation; and
- c) Subject to the express terms of this Agreement, the Tenant shall pay its own general overhead costs.

11) **Acts of Default and City's Remedies**

- a) An "Act of Default" has occurred when:
 - i) The Tenant has breached its covenants, failed to perform any of its obligations under this Lease or has failed to adequately perform the Contracted Services in the City's reasonable opinion, and
 - (1) the City has given fifteen (15) days' notice, or such longer period as the City may determine in its sole discretion, specifying the nature of the default and the steps required to correct it; and,
 - (2) The Tenant has failed to correct the default as required by the notice;
- b) The Tenant has;
 - i) become bankrupt or insolvent or made an assignment for the benefit of creditors;
 - ii) had its property seized or attached in satisfaction of a judgment;
 - iii) had a receiver appointed;
 - iv) committed any act or neglected to do anything with the result that a construction lien or other encumbrance is registered against the City's property;

- v) without the consent of the City, made or entered into a license to make a sale of its assets to which the Bulk Sales Act applies; or
- vi) taken action, if the Tenant is a corporation, with a view to winding up, dissolution or liquidation;
- c) any insurance policy is cancelled or not renewed by reason of the use or occupation of the Premises, or by reason of non-payment of premiums;
- d) the Premises;
 - i) become vacant or remain unoccupied by the Tenant for a period of thirty (30) consecutive days or
 - ii) is used by any other person or persons, or for any other purpose than as provided for in this Lease without the written consent of the City.
- e) When an Act of Default on the part of the Tenant has occurred:
 - i) the City shall have the right to terminate this Lease.
- f) If, because an Act of Default has occurred, the City exercises its right to terminate this Lease prior to the end of the Term, the Tenant shall nevertheless be liable for payment of the Rental Fee.
- g) If, when an Act of Default has occurred, the City chooses not to terminate the Lease, the City shall have the right to take any and all necessary steps to rectify any or all Acts of Default of the Tenant and to charge the costs of such to the Tenant.
- h) If, when an Act of Default has occurred, the City chooses to waive its right to exercise the remedies available to it under this Lease or at law, the waiver shall not constitute condonation of the Act of Default, nor shall the waiver be pleaded as an estoppel against the City to prevent its exercising its remedies with respect to a subsequent Act of Default. No covenant, term, or condition of the Lease shall be deemed to have been waived by the City unless the waiver is in writing and signed by the City.

12) **Termination Upon Notice and at End of Term**

- a) Either party shall have the right to terminate this Lease by giving sixty (60) days prior written notice to the other party, in which case the Lease shall be cancelled without further recourse by either party against the other.
- b) If the Tenant remains in possession of the Premises after termination of the Lease as aforesaid and if the City then accepts payment of the Rental Fee for the Premises from the Tenant, it is agreed that such overholding by the Tenant and acceptance of Rental Fee by the City shall create a monthly tenancy and that the occupation of the Premises by the Tenant shall remain subject to all the terms and conditions of this Lease except those regarding the Term.

13) **Confidentiality**

- a) As used herein, “**Confidential Information**” shall mean any and all technical and non-technical information provided by either party to the other party or otherwise obtained by the other party that is marked or otherwise identified at the time of disclosure as confidential or proprietary or which, under the circumstances, would be reasonably deemed to be confidential or proprietary, whether in graphic, electronic, written or oral form, and including but not limited to any ideas, techniques, drawings, designs, descriptions, specifications, works of authorship, models,

- b) The above addresses may be changed at any time by giving ten (10) days written notice to the other party to this Lease.
- c) Any notice given by one party to the other in accordance with the provisions of this Lease shall be deemed conclusively to have been received on the date delivered if the notice is served personally or sent by facsimile or electronic transmission or seventy-two (72) hours after mailing if the notice is mailed.

15) Registration

The Tenant hereby acknowledges and agrees that this Lease does not create or confer on the Tenant any interest in the Premises, that this Lease is personal to the Tenant and that this Lease merely confers on the Tenant the non-exclusive right to enter onto and occupy the Premises for the Term for the purpose of operating the Business and performing the Contracted Services. Accordingly, the Tenant agrees that it shall not at any time register notice of or a copy of this Lease on title to the Premises or the property of which the Premises forms part.

16) Assignment and Transfer

- a) The Tenant shall not assign or transfer all or any part of its interest in this Lease without the prior written consent of the City, which consent may be unreasonably withheld.
- b) The consent of the City to any assignment or transfer of interest in this Lease shall not operate as a waiver of the necessity for consent to any subsequent assignment or transfer.
- c) Any consent granted by the City shall be conditional upon the assignee or transferee executing a written Lease directly with the City agreeing to be bound by all the terms of this Lease as if the assignee or transferee had originally executed this Lease as Tenant.
- d) Any consent given by the City to any assignment or other disposition of the Tenant's interest in this Lease shall not relieve the Tenant from its obligations under the Lease.
- e) If the party originally entering into this Lease as Tenant, or any party who subsequently becomes the Tenant by way of assignment or transfer or otherwise as provided for in this Lease, is a corporation then;
 - i) the Tenant shall not be entitled to deal with its assets in any way that results in a change in the effective voting control of the Tenant unless the City first consents in writing to the proposed change, and;
 - ii) if any change is made in the control of the Tenant corporation without the written consent of the City then the City shall be entitled to treat this Lease as terminated.

17) Amendment

No alteration, amendment, change or addition to this Lease shall be binding on the City and/or the Tenant unless such alteration, amendment, change or addition is reduced to writing and signed by both the City and the Tenant.

18) Entire Lease

It is agreed and understood that this Lease (including the schedules referred to herein, which are hereby incorporated by reference) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior arrangements, proposals, understandings and negotiations,

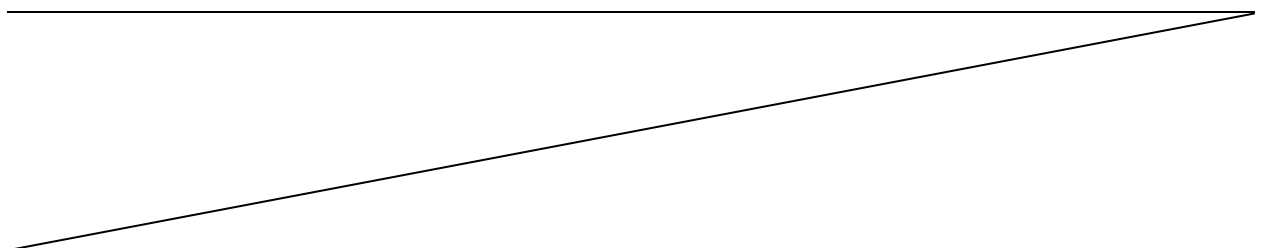
both written and oral, between the parties or their predecessors with respect to the subject matter of this Lease.

19) **General Matters of Intent and Interpretation**

- a) Each obligation under this Lease is a covenant.
- b) The headings in this Lease are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- c) The use of the neuter singular pronoun to refer to the City or the Tenant is a proper reference even though the City or the Tenant is an individual, a partnership, a corporation or a group of two or more individuals, partnerships or corporations. The grammatical changes needed to make the provisions of this Lease apply in the plural sense when there is more than one City or Tenant and to corporations, associations, partnerships or individuals, males or females, are implied.
- d) Whenever a statement or provision in this Lease is followed by words denoting including or example (such as "including" or "such as") and there is a list of, or reference to, specific matters or items, such list or reference shall not be read so as to limit to restrict the generality of such statement or provision, even though words such as "without limitation" or "without limiting the generality of the foregoing" do not precede such list of reference.
- e) If a part of this Lease or the applications of it to a person or circumstance, is to any extent held or rendered invalid, unenforceable or illegal, that part:
 - i) is independent of the remainder of the Lease and is severable from it, and its invalidity, unenforceability or illegality does not affect, impair or invalidate the remainder of this Lease; and
 - ii) continues in all circumstances except those as to which it has been held or rendered invalid, unenforceable or illegal.
- f) This Lease will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- g) Time is of the essence of this Lease.
- h) To the extent that liability exists at the time of expiry or earlier surrender or termination of this Lease, the covenant(s) from which such liability is derived shall survive such expiry or earlier surrender or termination.

20) **Force Majeure**

Except for any obligation to pay money, neither party will be liable for any failure or delay in its performance under this Lease due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labour shortage or dispute, governmental act or failure of the Internet, provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to correct promptly such failure or delay in performance.



21) **Compliance With Laws**

The Tenant agrees to comply with all lawfully enacted statutes, regulations and by-laws of the Province of Ontario, the Government of Canada, and the City, as such may from time to time apply to the Tenant or its occupation of the Premises.

22) **Successors**

The rights and obligations under this Lease extend to and bind the parties and their respective successors and permitted assigns.

DATED at Lindsay, this _____ day of _____, 2020.

THE CORPORATION OF THE CITY OF KAWARTHA
LAKES

PER: _____
Name: Cathie Ritchie
Title: Clerk

PER: _____
Name: Andy Letham
Title: Mayor

(We have authority to bind the Corporation per
Council Resolution _____)

DATED at _____, this _____ day of _____, 2020.

INNOVATION CLUSTER – PETERBOROUGH AND
THE KAWARTHAS

PER: _____
Name: John Gillis
Title: President and CEO

(I have authority to bind the Innovation Cluster –
Peterborough and the Kawartha's)

Schedule A-
Business Activities and Contracted Services
Of the Tenant and the Duties of the City

See attached Business Counselling Services Funding Agreement

Schedule B

Assignment and Use of Premises

Location and Delineation of Assigned Space

- **Assigned Office Space**

- The space assigned to the Tenant by this agreement shall include the demised Suite located on the first floor and at the extreme east end of the 180 Kent Street. The space comprises approximately 1,056 square feet.

- **Entrance and Access**

- Primary entrance for the space shall be through the vestibule located at the south end of the demised Suite.
 - The Tenant shall also have access to egress through the adjacent rear vestibule and exterior door opening to the north walkway.

- **Common Area of Premises**

The Tenant shall have access to and use of the following spaces as outlined in the following:

- The Kitchen Facilities located in the Premises. The Kitchen will be temporarily unavailable during the state of emergency and will be available when the state of emergency is concluded.
- First Floor Meeting Room (Rm 101) and Second Floor Meeting Room (Rm 203) use shall be by advance reservation only. The Tenant shall make such reservations through the Economic Development Division. Reservation access and use shall be governed by City policy and standards.
- Public Washrooms located on the first and second floors. The washrooms on the first floor are available to the Tenant's staff and long-term clients based on the agreed protocols. The second floor washrooms are temporarily unavailable during the state of emergency and will be available once the state of emergency is concluded.
- First Floor Lobby, Building Entrance and Streetscape. Use of this space (including signage, display and reception) is recognized as important to serving the Public and clients for both City program delivery and the Tenant's business activities. This Agreement recognizes that, as such, the space is shared. Governance of this shared arrangement shall be determined through discussion between the Tenant's President and CEO (John Gillis) and the City's Manager of Building and Property (Jörg Petersen). Governance shall address both the day-to-day activities and operational protocols, management of issues affecting the space, as well as improvements and alterations considered for the space to support corporate image/visual identity. All material decision-making shall be in accordance with City policy and shall be subject to approval by the Manager of Building and Property, in advance. The First Floor Lobby, Building Entrance and Streetscape is temporarily unavailable during the state of emergency until the state of emergency has concluded.

- **Parking**

The City grants a non-exclusive license to fifteen (15) unreserved parking spaces in the City's Parking Lot located at the Northeast corner of Peel Street and Cambridge Street, Lindsay (approximately one block from the Premises) and shall provide the Tenant with fifteen (15) parking passes for access purposes.

Building Services

- The City shall provide standard base-building services for the space assigned to the Tenant, as are presently and shall continue to be provided to other occupants, respecting the following:
 - Cleaning and janitorial work
 - Heating, ventilation and air-conditioning, including temperature control
 - Inspection, testing, maintenance and repair of base building elements and systems as necessary to ensure safe occupancy, ensure compliance with

all applicable codes and regulations, and to ensure proper maintenance of the building assets.

- Services shall be provided to City standards. The Tenant may request a higher level of service and where the City may agree, such services would be provided on a cost recovery basis.
- The City may undertake major maintenance / improvement work at a future time. Such work shall be carried out following the City's processes and protocols, and at the City's cost. When and if such work may indicate an impact on the Tenant's operations, the City shall coordinate with the Tenant.
- All work being carried out by the City will be done with advance notice to the Tenant.
 - For regular maintenance / repair work with a minimum of 24 hour notice
 - For major maintenance / improvement work, notice to be provided when work is in planning stages

For emergencies, it will not be possible to provide advance notice.

Tenant Proposed Building Alterations/Improvements

- The City requires that any and all alterations / improvements, proposed by the Tenant, must observe the following:
 - Advance notice to be provided by the Tenant to the City.
 - Material works are to be based on design and contract documents prepared by an architect and engineer as may be required.
 - Design and contract documents to be reviewed by the City, with no work undertaken unless acceptable to the City.
 - The City shall be invited to attend construction meetings and may comment / request attention to matters of concern related to the building in general, the needs of other occupancies located in the building.
 - Permits and inspections to be arranged by the Tenant with copies to be provided to the City.
 - The Tenant shall use the City's preferred contractors as may be appropriate.

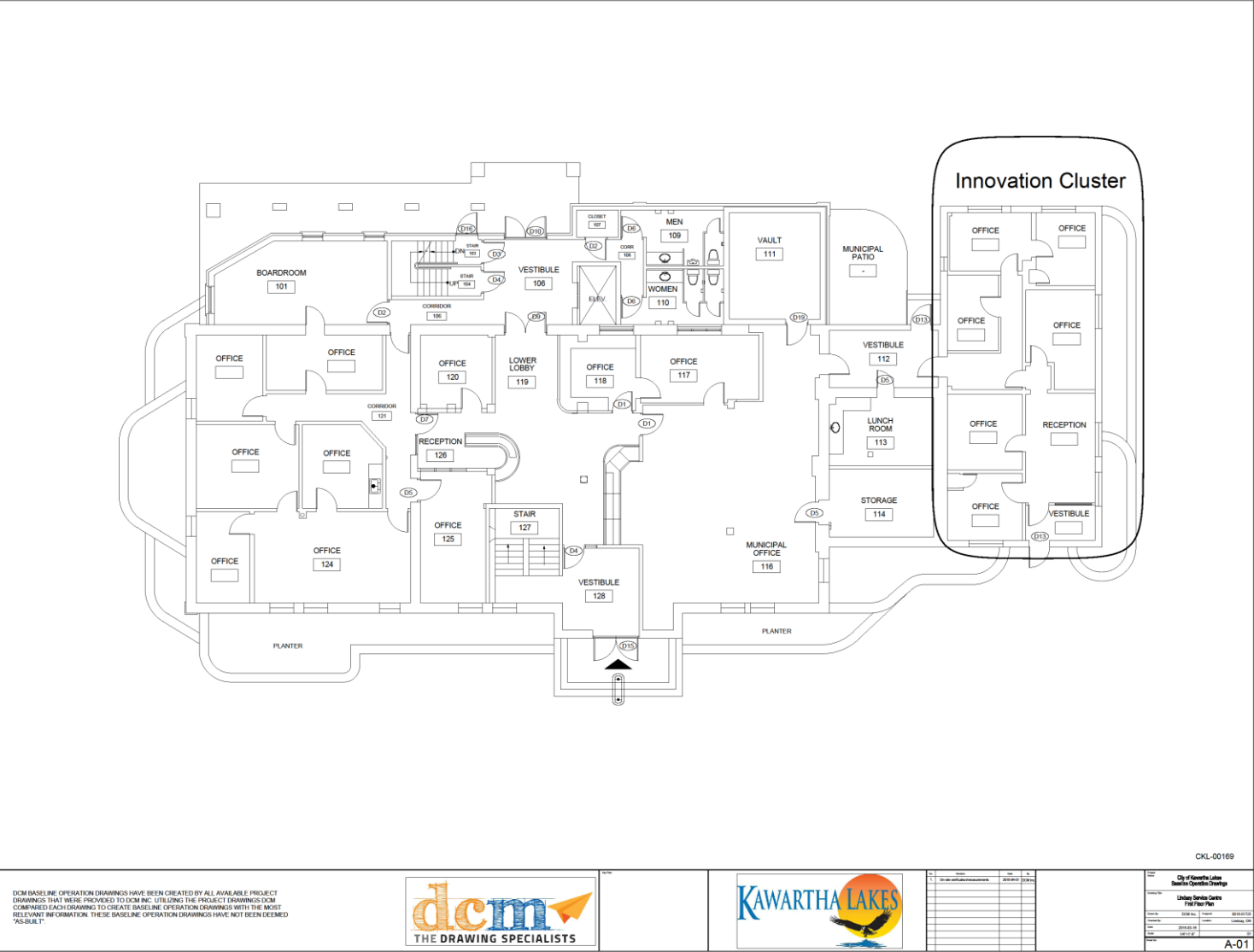
Building Access and Hours of Operation

- 180 Kent Street has an electronic access lock control system in place. The City shall issue key fobs to provide limited access for employees of the Tenant only, together with training regarding use of the system. The Tenant shall keep control of the fobs that are issued, and inform the City of any changes regarding staffing and issue of fobs. Lost fobs are to be reported and can be replaced. The City shall recover the cost of replacement of fobs.
- It is recognized that the Tenant may choose to carry out work, including access to meeting rooms, outside of normal office hours. The City shall cooperate with the Tenant on development and implementation of an After Hours Protocol that shall govern any such activity.

Governance

- This agreement recognizes that, the Tenant's occupancy is predicated by a collaborative services agreement with the City for which resources and space is shared. Governance of this shared arrangement shall be through the Manager of Economic Development and the Tenant's general manager, and the City's manager for building and property.
- Governance shall address both the day-to-day activities and operational protocols, management of issues affecting the space, corporate image/visual identity (etc.). All material decision-making affecting the building and space shall be in accordance with City policy and shall be subject to approval by City executive, in advance.

Schedule C
Floor Plan



LEASE AGREEMENT

Made as of the date of execution, below, with effect as of February 1, 2020.

BETWEEN:

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

(hereinafter called the “**City**”)

- and -

INNOVATION CLUSTER – PETERBOROUGH AND THE KAWARTHAS

(hereinafter called the “**Tenant**”)

WHEREAS:

- a) The City is the registered owner of the Premises situated on the property municipally known as 180 Kent Street West, Lindsay, City of Kawartha Lakes (the “**Premises**”);
- b) The City has supported the Kawartha Lakes Innovation Cluster Pilot Project (the “**Business**”) by committing funding of \$50,000.00, with a further \$50,000.00 payable by a third party, as set out in Schedule A;
- c) The Tenant desires to procure and use the Premises for purposes of running the “**Business**” and providing the **Contracted Services** as set out in Schedule A, at no cost to the Tenant; and
- d) The Tenant has occupied a portion of the Premises, as more specifically set out below, since February 1, 2020.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1) Grant of Lease

a) Contracted Services and Business Activities

The City hereby grants to the Tenant a lease (the “**Lease**”) to occupy and use a portion of the Premises (more specifically described as the demised Suite located on the first floor and at the extreme east end of 180 Kent Street and being approximately 1,056 square feet on the main floor of the Premises). The parties anticipate that approximately 4/5 of this area will be exclusive use (844.8 square feet) and that approximately 1/5 of this area will be common use. The City hereby grants to the Tenant a non-exclusive license to occupy the Common Areas within the Premises as further defined in Schedules B and C. This Lease is entered into for the purpose of operating the Business. The Tenant shall, in operating the Business, carry out the duties prescribed in Schedule A, attached hereto.

b) Obligations of the City

The City shall carry out the duties prescribed in Schedule B.

c) Assignment and Use of Building Space

This Agreement assigns the use of space for the exclusive use of the Tenant on the first floor at the extreme east end of the Premises, together with limited non-exclusive use of the common area of the Premises. Delineation of the assigned space, together with the particulars that shall govern all occupancy and use of the Premises is provided for in Schedule B, attached to this Agreement.

2) **Lease Term**

This Lease will commence on the 1st day of February, 2020, and terminate on the 31st day of December, 2020, being a period of 11 months (the “**Term**”).

3) **Valuation of Gift of Rental Fee**

In addition to its obligation to make payment to the Tenant in the amount of \$50,000.00, as set out in the agreement between the Parties set out in Schedule A, the City will gift a further \$11,616.00 to the Tenant by not requiring the Tenant to pay rent during the term of its occupancy.

Otherwise, in consideration for its use and occupation of the Premises, the City’s maintenance of the leased portion of the premises and the City’s payment of real property taxes applicable to the Premises, and the provision of utilities to the leased portion (excluding Internet and telephone, and Contents Insurance, which shall be directly payable by the Tenant) the Tenant would be liable to pay to the City annual rent in the amount of \$15/sq. ft. for the portion of the Premises exclusively occupied, in Canadian currency, for an annual total of \$12,672.00. Over the 11 month term of the tenancy, this is valued at \$11,616.00

The Rental Fee is in addition to and separate from any other fees or payments made to the City by the Tenant in relation to the Tenant’s use or license of any other premises or buildings which the City owns and which do not consist of the Premises.

The City acknowledges that the Tenant will be undertaking leasehold improvements to the Premises at the Tenant’s sole cost. Due to the fact that the Tenant will require contractors to enter the Premises to effect the leasehold improvements, the Tenant shall notify the City in writing of the construction schedule in advance of the construction commencing. The Tenant shall make every effort to minimize disruptions to the City including, but not limited to, performing work on evenings and weekends where possible rather than during regular business hours and erecting dust barriers.

4) **Tenant’s Covenants**

The Tenant shall not do or permit to be done on the Premises anything that may:

- a) constitute a nuisance;
- b) cause damage to the Premises;
- c) cause injury or annoyance to occupants or owners of neighbouring properties;
- d) make void or voidable any insurance upon the Premises;
- e) constitute a breach of any by-law, statute, order or regulation of any municipal, provincial, federal or other competent authority relating to the Premises;
- f) cause any lien, mortgage, or other encumbrance to be incurred or registered against the Premises.

5) **State of the Premises**

- a) The Tenant agrees to accept the Premises on an “as is” basis.
- b) The Tenant covenants and agrees that, upon expiration or other termination of this Lease, it will repair the leased space within the Premises to the state and standard of repair to which it existed as of the date of this Lease, in the sole and absolute discretion of the City, reasonable wear and tear excepted.

6) **Maintenance of the Premises**

The City shall, at its sole cost, maintain the leased space of the Premises in good order and condition to the standards from time to time prevailing for similar buildings subject to reasonable wear and tear not inconsistent with such standard and with the exception only of those repairs or leasehold improvements which the Tenant may carry out expressly with the permission of the City. The City's obligations include, but are not limited to,

- a) cleaning and janitorial work, heating, ventilation and air-conditioning, including temperature control, inspection, testing, maintenance and repair of base building elements and systems as necessary to ensure safe occupancy, ensure compliance with all applicable codes and regulations, and to ensure proper maintenance of the building assets.
- b) re-painting and re-decorating at reasonable intervals, making repairs and replacements to plate glass, moldings, trimmings, locks, doors, hardware, partitions, walls, fixtures, electrical, mechanical and plumbing systems and equipment, light and plumbing fixtures, wiring, piping, ceilings and floors in the Premises. The City shall have the right at all reasonable times and upon prior reasonable written or verbal notice, to examine the condition of the leased space of the Premises and notify the Tenant of deficiencies that fall outside reasonable wear and tear, for which the Tenant is responsible, and the Tenant shall make good any deficiencies for which it is responsible within fifteen (15) days from the date of such notice. Without limiting the generality of the foregoing, the City and Tenant shall conduct move-in and move-out inspections to determine the condition of the leased space of the Premises and identify any deficiencies requiring repair.
- c) The Tenant and City acknowledge that the City is responsible for capital expenditures, repairs and alterations of any nature whatsoever related to the Tenant's use of the Premises, excluding intentional and destructive acts of the Tenant or its agents. In default of this covenant, the City shall have the right to terminate this Lease.
- d) The Tenant shall not obstruct persons authorized by the City to enter the Premises to examine the condition thereof and view the state of repair at all reasonable times and following reasonable notice:
 - i) and if upon such examination repairs are found to be necessary, written notice of the repairs required shall be given to the Tenant by or on behalf of the City and the Tenant shall make the necessary repairs within the time specified in the notice;
 - ii) and if the Tenant refuses or neglects to keep the leased space of the Premises in good repair (in accordance with its limited obligations pertaining to intentional and destructive acts exceeding reasonable wear and tear and accidental destruction) the City may, but shall not be obliged to, make any necessary repairs, and shall be permitted to enter the leased space of the Premises, by itself or its servants or agents, for the purpose of effecting the repairs without being liable to the Tenant for any loss, damage or inconvenience to the Tenant in connection with the City's entry and repairs, and if the City makes repairs the Tenant shall pay the cost of them immediately.
- e) The Tenant will not alter the Premises without the City's prior written approval. The Tenant's request for such consent shall be in writing and accompanied by an adequate description of the contemplated work, and where appropriate, professionally prepared working drawings, plans and specifications. The City will act in a timely manner on any reasonable requests and will carry out work with either its own staff or its preferred contractors. Action on any such request will be subject to the City's cost considerations, and at the City's discretion may be made subject to the Tenant's agreement to funding the work.
- f) Upon expiry of the Term or other determination of this Lease, the Tenant agrees to peaceably surrender the Premises, including any alterations or additions made thereto, to the City in a state of good repair.
- g) The Tenant shall immediately give written notice to the City of any damage that occurs to the Premises from any cause.

7) **Environmental**

- a) The Tenant shall be, at its own expense, responsible for any loss, costs, damages, charges or expenses whatsoever which may be sustained by the City as a result of any environmental contamination, spill or hazard as may be created by the Tenant during its use of the Premises.

8) **Insurance**

- a) During the term of this Lease and any renewal thereof, the Tenant shall provide and maintain:
 - i) Comprehensive General Liability insurance including but not limited to, bodily injury including death, property damage including loss of use thereof, personal injury, blanket contractual liability, tenant's legal liability, contingent employers' liability, products or completed operations liability, non-owned automobile insurance, cross liability/severability of interest clause and include sudden and accidental pollution coverage. The policy shall be in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence with a deductible acceptable to the City. The policy shall name The Corporation of the City of Kawartha Lakes as an Additional Insured.
 - ii) "All Risk" Property insurance on all property owned by or for which the Tenant is legally liable including furniture, fixtures and leasehold improvements in an amount representing the full replacement cost. The policy shall not allow subrogation claims by the insurer against the City.
 - iii) If applicable, Comprehensive (3D) Dishonesty, Disappearance and Destruction Bond for an amount of not less than Two Hundred and Fifty Thousand Dollars (\$250,000.00) including a Third Party Extension Rider to cover the City against a fraudulent or dishonest act(s) with respect to incidents arising from services performed or in connection with this Agreement.
- b) The Tenant shall provide the City within ten (10) days of signing the Lease and annually thereafter, a Certificate of Insurance as confirmation of coverage, and if required, true copy(s) of the policy(s) certified by an authorized representative of the insurer, together with copies of any amending endorsements applicable to this Agreement. All policies shall be with insurers licensed to underwrite insurance in the Province of Ontario. The insurance shall be with insurers acceptable to the City and with policies in a form satisfactory to the City. All policies shall be endorsed to provide the City with not less than thirty (30) days written notice in advance of any cancellation, change or amendment restricting coverage. All premiums and applicable deductibles under the above required insurance policies are the sole expense of the Tenant. All policies shall apply as primary and not as excess of any insurance available to the City.
- c) During the term of this Lease and any renewal thereof the City shall maintain a general liability policy containing a liability/severability of interest clause with respect to the Premises, insuring against liability for bodily injury including death, property damage and personal injury, which may arise from the activities and events of the City pursuant to this Lease, up to such limits as are sufficient to cover their respective obligations to indemnify from claims, but such insurance and any payment of the proceeds thereof to the City shall not relieve the Tenant of its obligations to repair, restore and maintain the Premises.

9) **Indemnity and Limited Liability**

- a) The Tenant waives, releases, discharges and indemnifies the City from and against all rights, claims, demands or actions of whatsoever kind or nature, direct or indirect, of any person whether in respect of damage to person or property arising out of or occasioned by the maintenance, use or occupancy of the Premises by the Tenant. The Tenant agrees to look solely to its insurers in the event of loss whether the insurance coverage is sufficient to fully reimburse the Tenant for the loss or not.

- b) The City shall not be liable to the Tenant or to any other party for any torts, acts or omissions on the part of the Tenant that occurred during the Tenant's performance of the Contracted Services, or otherwise.

10) **Independent Contractor**

The Tenant and its representatives shall act as an independent contractor providing the Contracted Services pursuant to this Agreement. It is expressly understood by the parties that this Agreement shall not be considered or interpreted as the City naming, appointing or constituting the Tenant as an agent of the City or as naming, appointing or constituting any representative of the Tenant as an employee of the City; at all times, the Tenant shall have the status of an independent contractor. Without limiting the generality of the foregoing:

- a) Subject to the express terms of this Agreement, the City shall not have the right to control the Tenant's activities;
- b) Subject to the express terms of this Agreement, the Tenant shall supply the equipment and tools required to perform the Contracted Services and, in addition, shall cover costs related to their use including repairs, insurance, transport, rental and operation; and
- c) Subject to the express terms of this Agreement, the Tenant shall pay its own general overhead costs.

11) **Acts of Default and City's Remedies**

- a) An "Act of Default" has occurred when:
 - i) The Tenant has breached its covenants, failed to perform any of its obligations under this Lease or has failed to adequately perform the Contracted Services in the City's reasonable opinion, and
 - (1) the City has given fifteen (15) days notice, or such longer period as the City may determine in its sole discretion, specifying the nature of the default and the steps required to correct it; and,
 - (2) The Tenant has failed to correct the default as required by the notice;
- b) The Tenant has;
 - i) become bankrupt or insolvent or made an assignment for the benefit of creditors;
 - ii) had its property seized or attached in satisfaction of a judgment;
 - iii) had a receiver appointed;
 - iv) committed any act or neglected to do anything with the result that a construction lien or other encumbrance is registered against the City's property;
 - v) without the consent of the City, made or entered into a license to make a sale of its assets to which the Bulk Sales Act applies; or
 - vi) taken action, if the Tenant is a corporation, with a view to winding up, dissolution or liquidation;
- c) any insurance policy is cancelled or not renewed by reason of the use or occupation of the Premises, or by reason of non-payment of premiums;
- d) the Premises;
 - i) become vacant or remain unoccupied by the Tenant for a period of thirty (30) consecutive days or

- ii) is used by any other person or persons, or for any other purpose than as provided for in this Lease without the written consent of the City.
- e) When an Act of Default on the part of the Tenant has occurred:
 - i) the City shall have the right to terminate this Lease.
 - f) If, because an Act of Default has occurred, the City exercises its right to terminate this Lease prior to the end of the Term, the Tenant shall nevertheless be liable for payment of the Rental Fee.
 - g) If, when an Act of Default has occurred, the City chooses not to terminate the Lease, the City shall have the right to take any and all necessary steps to rectify any or all Acts of Default of the Tenant and to charge the costs of such to the Tenant.
 - h) If, when an Act of Default has occurred, the City chooses to waive its right to exercise the remedies available to it under this Lease or at law, the waiver shall not constitute condonation of the Act of Default, nor shall the waiver be pleaded as an estoppel against the City to prevent its exercising its remedies with respect to a subsequent Act of Default. No covenant, term, or condition of the Lease shall be deemed to have been waived by the City unless the waiver is in writing and signed by the City.

12) Termination Upon Notice and at End of Term

- a) Either party shall have the right to terminate this Lease by giving sixty (60) days prior written notice to the other party, in which case the Lease shall be cancelled without further recourse by either party against the other.
- b) If the Tenant remains in possession of the Premises after termination of the Lease as aforesaid and if the City then accepts payment of the Rental Fee for the Premises from the Tenant, it is agreed that such overholding by the Tenant and acceptance of Rental Fee by the City shall create a monthly tenancy and that the occupation of the Premises by the Tenant shall remain subject to all the terms and conditions of this Lease except those regarding the Term.

13) Confidentiality

- a) As used herein, “**Confidential Information**” shall mean any and all technical and non-technical information provided by either party to the other party or otherwise obtained by the other party that is marked or otherwise identified at the time of disclosure as confidential or proprietary or which, under the circumstances, would be reasonably deemed to be confidential or proprietary, whether in graphic, electronic, written or oral form, and including but not limited to any ideas, techniques, drawings, designs, descriptions, specifications, works of authorship, models, inventions, know-how, processes, algorithms, software source documents, and formulae related to the current, future, and proposed technologies, products and services, and also any information concerning research, experimental work, development, financial information, purchasing, customers, employees, business and contractual relationships, business forecasts, business plans, building or zoning plans, municipal strategies or information not intended for public disclosure, personally-identifiable information, sales and merchandising, marketing plans or other confidential or proprietary information of or related to the Disclosing Party and information the Disclosing Party provides the Recipient regarding or belonging to third parties.
- b) Each party agrees that at all times and notwithstanding any termination or expiration of this Agreement it shall (a) hold in strict confidence and (b) not disclose to any third party, any Confidential Information of the party disclosing Confidential Information (“**Disclosing Party**”), except as approved in writing by the Disclosing Party, and will use Confidential Information for no purpose other than carrying out the duties herein prescribed. Notwithstanding any of the foregoing, the party to which Confidential Information was disclosed or which otherwise obtained Confidential Information (“**Recipient**”) shall not be in violation of this Section 14 with regard to a disclosure that was in response to a valid order by a court or other governmental body, provided that the Recipient provides the Disclosing

Party with prior written notice of such disclosure in order to permit the Disclosing Party to seek confidential treatment of such information. Each party shall only permit access to Confidential Information of the other party to those of its employees having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein. Each party shall immediately notify the other upon discovery of any loss or unauthorized disclosure of Confidential Information of the other party. The parties acknowledge and agree that a breach by Recipient of any of its duties or obligations contained herein will result in irreparable and continuing damage to the Disclosing Party for which there will be no adequate remedy at law, and that the Disclosing Party shall be entitled to seek injunctive relief, a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

14) **Notice**

- a) Any notice required of permitted to be given by one party to the other pursuant to the terms of this License shall be given

To the City at: The Corporation of the City of Kawartha Lakes
26 Francis Street, P.O. Box 9000
LINDSAY, Ontario K9V 5R8
Attention: Jörg Petersen, Manager of Building and Property
Phone: 705-324-9411 x2334
Email: jpetersen@kawarthalakes.ca

To the Tenant at:

Innovation Cluster – Peterborough and the Kawarthas
270 George St. N., 3rd Floor
Peterborough, ON K9J 3H1
Attention: John Gillis, President and CEO

Phone: 705-536-1101
Email: jgillis@innovationcluster.ca

- b) The above addresses may be changed at any time by giving ten (10) days written notice to the other party to this Lease.
- c) Any notice given by one party to the other in accordance with the provisions of this Lease shall be deemed conclusively to have been received on the date delivered if the notice is served personally or sent by facsimile or electronic transmission or seventy-two (72) hours after mailing if the notice is mailed.

15) Registration

The Tenant hereby acknowledges and agrees that this Lease does not create or confer on the Tenant any interest in the Premises, that this Lease is personal to the Tenant and that this Lease merely confers on the Tenant the non-exclusive right to enter onto and occupy the Premises for the Term for the purpose of operating the Business and performing the Contracted Services. Accordingly, the Tenant agrees that it shall not at any time register notice of or a copy of this Lease on title to the Premises or the property of which the Premises forms part.

16) Assignment and Transfer

- a) The Tenant shall not assign or transfer all or any part of its interest in this Lease without the prior written consent of the City, which consent may be unreasonably withheld.
- b) The consent of the City to any assignment or transfer of interest in this Lease shall not operate as a waiver of the necessity for consent to any subsequent assignment or transfer.

- c) Any consent granted by the City shall be conditional upon the assignee or transferee executing a written Lease directly with the City agreeing to be bound by all the terms of this Lease as if the assignee or transferee had originally executed this Lease as Tenant.
- d) Any consent given by the City to any assignment or other disposition of the Tenant's interest in this Lease shall not relieve the Tenant from its obligations under the Lease.
- e) If the party originally entering into this Lease as Tenant, or any party who subsequently becomes the Tenant by way of assignment or transfer or otherwise as provided for in this Lease, is a corporation then;
 - i) the Tenant shall not be entitled to deal with its assets in any way that results in a change in the effective voting control of the Tenant unless the City first consents in writing to the proposed change, and;
 - ii) if any change is made in the control of the Tenant corporation without the written consent of the City then the City shall be entitled to treat this Lease as terminated.

17) **Amendment**

No alteration, amendment, change or addition to this Lease shall be binding on the City and/or the Tenant unless such alteration, amendment, change or addition is reduced to writing and signed by both the City and the Tenant.

18) **Entire Lease**

It is agreed and understood that this Lease (including the schedules referred to herein, which are hereby incorporated by reference) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior arrangements, proposals, understandings and negotiations, both written and oral, between the parties or their predecessors with respect to the subject matter of this Lease.

19) **General Matters of Intent and Interpretation**

- a) Each obligation under this Lease is a covenant.
- b) The headings in this Lease are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- c) The use of the neuter singular pronoun to refer to the City or the Tenant is a proper reference even though the City or the Tenant is an individual, a partnership, a corporation or a group of two or more individuals, partnerships or corporations. The grammatical changes needed to make the provisions of this Lease apply in the plural sense when there is more than one City or Tenant and to corporations, associations, partnerships or individuals, males or females, are implied.
- d) Whenever a statement or provision in this Lease is followed by words denoting including or example (such as "including" or "such as") and there is a list of, or reference to, specific matters or items, such list or reference shall not be read so as to limit to restrict the generality of such statement or provision, even though words such as "without limitation" or "without limiting the generality of the foregoing" do not precede such list of reference.
- e) If a part of this Lease or the applications of it to a person or circumstance, is to any extent held or rendered invalid, unenforceable or illegal, that part:
 - i) is independent of the remainder of the Lease and is severable from it, and its invalidity, unenforceability or illegality does not affect, impair or invalidate the remainder of this Lease; and
 - ii) continues in all circumstances except those as to which it has been held or rendered invalid, unenforceable or illegal.

- f) This Lease will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- g) Time is of the essence of this Lease.
- h) To the extent that liability exists at the time of expiry or earlier surrender or termination of this Lease, the covenant(s) from which such liability is derived shall survive such expiry or earlier surrender or termination.

20) **Force Majeure**

Except for any obligation to pay money, neither party will be liable for any failure or delay in its performance under this Lease due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labour shortage or dispute, governmental act or failure of the Internet, provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to correct promptly such failure or delay in performance.

21) **Compliance With Laws**

The Tenant agrees to comply with all lawfully enacted statutes, regulations and by-laws of the Province of Ontario, the Government of Canada, and the City, as such may from time to time apply to the Tenant or its occupation of the Premises.

22) **Successors**

The rights and obligations under this Lease extend to and bind the parties and their respective successors and permitted assigns.

DATED at Lindsay, this _____ day of _____, 2020.

THE CORPORATION OF THE CITY OF KAWARTHA
LAKES

PER: 

Name: Cathie Ritchie

Title: Clerk

PER: 

Name: Andy Letham

Title: Mayor

(We have authority to bind the Corporation per Council
Resolution _____)

DATED at _____, this _____ day of _____, 2020.

INNOVATION CLUSTER – PETERBOROUGH AND
THE KAWARTHAS

PER: 

Name: Michael Skinner

Title: CEO

(I have authority to bind the Innovation Cluster –
Peterborough and the Kawarthas)

Schedule A-
Business Activities and Contracted Services
Of the Tenant and the Duties of the City

See attached Business Counselling Services Funding Agreement



Business Counselling
Services Funding Agr

Schedule B

Assignment and Use of Premises

Location and Delineation of Assigned Space

- **Assigned Office Space**

- The space assigned to the Tenant by this agreement shall include the demised Suite located on the first floor and at the extreme east end of the 180 Kent Street. The space comprises approximately 1,056 square feet, of which 844.8 square feet is exclusive.

- **Entrance and Access**

- Primary entrance for the space shall be through the vestibule located at the south end of the demised Suite.
- The Tenant shall also have access to egress through the adjacent rear vestibule and exterior door opening to the north walkway.

- **Common Area of Premises**

The Tenant shall have access to and use of the following spaces as outlined in the following:

- The Kitchen Facilities located in the Premises.
- First Floor Meeting Room (Rm 101) and Second Floor Meeting Room (Rm 203) use shall be by advance reservation only. The Tenant shall make such reservations through the Economic Development Division. Reservation access and use shall be governed by City policy and standards.
- Public Washrooms located on the first and second floors.
- First Floor Lobby, Building Entrance and Streetscape. Use of this space (including signage, display and reception) is recognized as important to serving the Public and clients for both City program delivery and the Tenant's business activities. This Agreement recognizes that, as such, the space is shared. Governance of this shared arrangement shall be determined through discussion between the Tenant's President and CEO (John Gillis) and the City's Manager of Building and Property (Jörg Petersen). Governance shall address both the day-to-day activities and operational protocols, management of issues affecting the space, as well as improvements and alterations considered for the space to support corporate image/visual identity. All material decision-making shall be in accordance with City policy and shall be subject to approval by the Manager of Building and Property, in advance.

- **Parking**

The City grants a non-exclusive license to fifteen (15) unreserved parking spaces in the City's Parking Lot located at the Northeast corner of Peel Street and Cambridge Street, Lindsay (approximately one block from the Premises) and shall provide the Tenant with fifteen (15) parking passes for access purposes.

Building Services

- The City shall provide standard base-building services for the space assigned to the Tenant, as are presently and shall continue to be provided to other occupants, respecting the following:
 - Cleaning and janitorial work
 - Heating, ventilation and air-conditioning, including temperature control
 - Inspection, testing, maintenance and repair of base building elements and systems as necessary to ensure safe occupancy, ensure compliance with all applicable codes and regulations, and to ensure proper maintenance of the building assets.
- Services shall be provided to City standards. The Tenant may request a higher level of service and where the City may agree, such services would be provided on a cost recovery basis.
- The City may undertake major maintenance / improvement work at a future time. Such work shall be carried out following the City's processes and protocols, and at the City's

cost. When and if such work may indicate an impact on the Tenant's operations, the City shall coordinate with the Tenant.

- All work being carried out by the City will be done with advance notice to the Tenant.
 - For regular maintenance / repair work with a minimum of 24 hour notice
 - For major maintenance / improvement work, notice to be provided when work is in planning stages

For emergencies, it will not be possible to provide advance notice.

Tenant Proposed Building Alterations / Improvements

- The City requires that any and all alterations / improvements, proposed by the Tenant, must observe the following:
 - Advance notice to be provided by the Tenant to the City.
 - Material works are to be based on design and contract documents prepared by an architect and engineer as may be required.
 - Design and contract documents to be reviewed by the City, with no work undertaken unless acceptable to the City.
 - The City shall be invited to attend construction meetings and may comment / request attention to matters of concern related to the building in general, the needs of other occupancies located in the building.
 - Permits and inspections to be arranged by the Tenant with copies to be provided to the City.
 - The Tenant shall use the City's preferred contractors as may be appropriate.

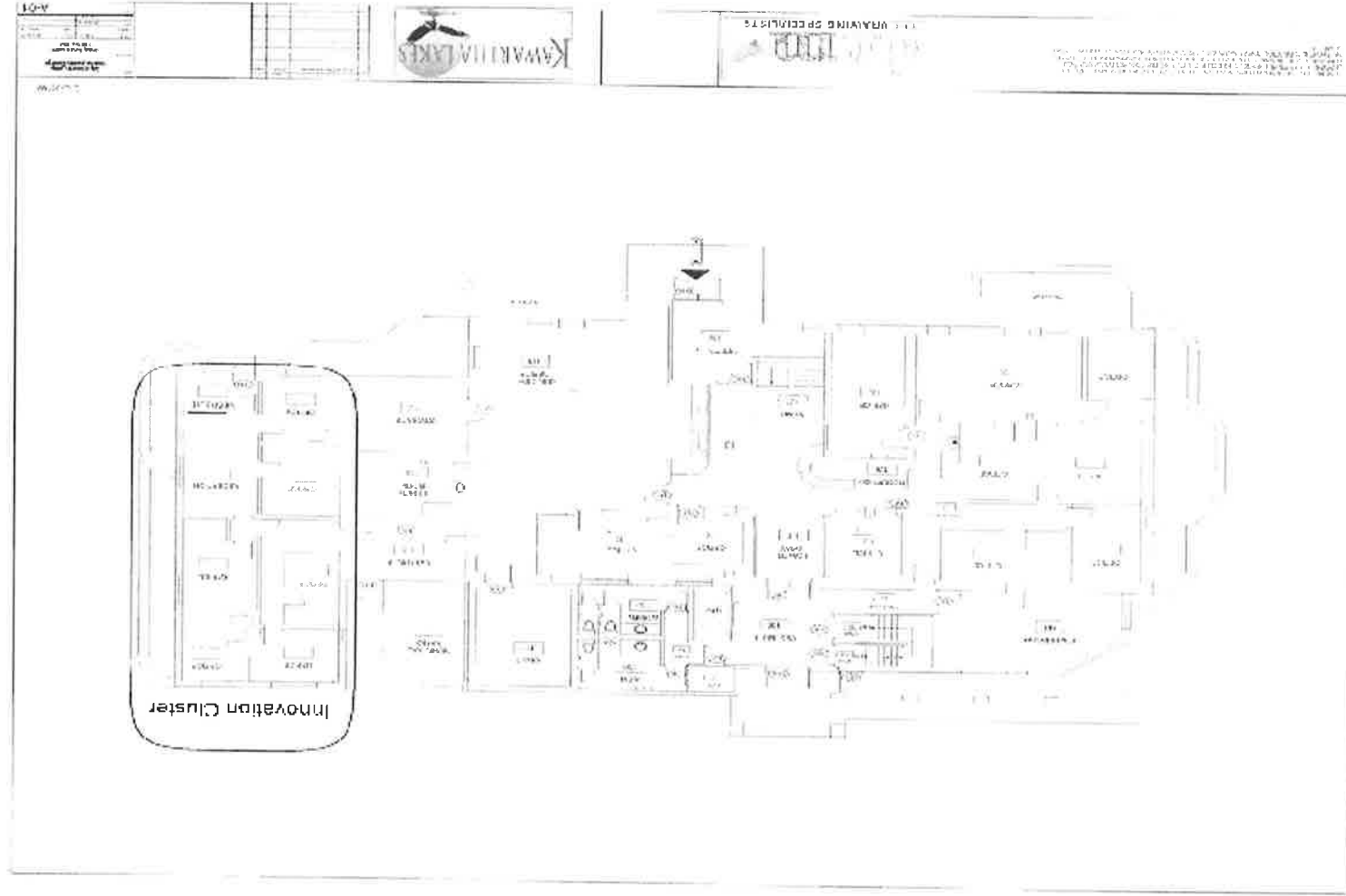
Building Access and Hours of Operation

- 180 Kent Street has an electronic access lock control system in place. The City shall issue key fobs to provide limited access for employees of the Tenant only, together with training regarding use of the system. The Tenant shall keep control of the fobs that are issued, and inform the City of any changes regarding staffing and issue of fobs. Lost fobs are to be reported and can be replaced. The City shall recover the cost of replacement of fobs.
- It is recognized that the Tenant may choose to carry out work, including access to meeting rooms, outside of normal office hours. The City shall cooperate with the Tenant on development and implementation of an After Hours Protocol that shall govern any such activity.

Governance

- This agreement recognizes that, the Tenant's occupancy is predicated by a collaborative services agreement with the City for which resources and space is shared. Governance of this shared arrangement shall be through the Manager of Economic Development and the Tenant's general manager, and the City's manager for building and property.
- Governance shall address both the day-to-day activities and operational protocols, management of issues affecting the space, corporate image/visual identity (etc.). All material decision-making affecting the building and space shall be in accordance with City policy and shall be subject to approval by City executive, in advance.

Schedule C
Floor Plan





Council Report

Report Number LIC2020-002

Meeting Date: December 15, 2020
Title: Charitable Road Tolls – Supplemental Report
Description: Follow-up report to LIC2020-001
Author and Title: Aaron Sloan, Manager
Joseph Aguanno, Licensing Enforcement Officer

Recommendation(s):

That Report LIC2020-002 **Charitable Road Tolls – Supplemental Report**, be received;

That the proposed by-law, being a By-law to Regulate Charitable Road Tolls in the City of Kawartha Lakes, attached as Appendix C to Report LIC2020-002 be approved;

That By-law 2015-199 being a By-Law to Regulate Charitable Road Tolls in the City of Kawartha Lakes be repealed; and

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

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

At the Committee of the Whole Meeting of October 6, 2020, Staff presented Report LIC2020-001 Charitable Road Tolls. That report is attached as **Appendix A**.

CR2020-303 resolved

That the Report LIC2020-001, Charitable Road Tolls, be received.

CR2020-304 resolved

That the proposed By-Law to Regulate Charitable Road Tolls be referred to Staff for review, in consultation with Council, and report back; and

That the report back includes modifications to streamline the application process and refine the criteria for financial reporting.

This report addresses the direction.

Rationale:

Charitable road tolls, also known as boot drives, are a lucrative fundraiser for many charitable and not-for-profit organizations. Charitable road tolls, typically are held in the summer months and on long weekends. The organizers are traditionally Volunteers from a local organization who enter onto the roadway to collect donations from motorists. These events are run in a very responsible and safety conscious manner. However, there have been accidents and near misses attributed to charitable road tolls and staff feel that enhanced safety requirements will serve to reduce the instances of and potential for any accidents in the future.

Charitable road tolls are municipally authorized events requiring various approvals within the Municipality. There is a certain level of accountability and consistency expected on the City to ensure that charitable road tolls are conducted in a manner that is safe and open to transparency.

The following is a summary of the review and consultation with Council and staff. The following amendments to the by-law are recommended to provide transparency, coordination, enhance the safety of volunteers conducting the charitable road toll and the safety of motorists:

Section 1.01 Definitions:

- Added definition “Licensing Enforcement Officer”

Section 1.02 Interpretation Rules:

Added rule (c) to make clear that this by-law does not exempt organizers from being in compliance with other by-laws or federal or provincial laws and regulations

Section 2.00 Approved Road Toll Charitable Event

Reworded section title to read “Approved Charitable Road Toll Event”

Section 2.01 Application

Renumbered and added new section title to read “Application”

Previously, organizations would submit an e-mail or letter which often did not contain key information or followed a standard format, staff would have to request additional information in order to approve the event. Approvals were often not tracked and events may have occurred without the collective knowledge of the Police Services, Fire, EMS, Municipal Law Enforcement and/or others. This new section adds Charitable Road Tolls to the Municipal Event application (MEA) process that is already in use as a standard process across the Municipality.

Currently, the MEA is required when a person or organization wish to hold their event on any outdoor property owned or operated by the City of Kawartha Lakes. This includes:

- Parks/Open Spaces
- Roads/Road Allowances
- Municipal Parking Lots
- Walkways, Pathways and Trails
- Waterfront areas and/or beaches

The MEA process as currently established circulates applications seeking comments or questions, by email to a number of City staff and external agencies who may have interest. Utilizing the MEA will result in efficiencies/ cost avoidance for lost staff time and precise notification to impacted resources.

Applicants who wish to hold a charitable road toll event will be required to complete a Municipal Event application (MEA) form. The Municipal Event Application sample attached as **Appendix B** is intended to act as a strategic resource for individuals hosting an event within the City of Kawartha Lakes. The application form is available on-line at <https://forms.kawarthalakes.ca/Community-Services/Kawartha-Lakes-Municipal-Event-Application> and can be emailed by staff to an individual or group.

The following criteria were added to **Section 2.02**:

- f) the intersection where the event is conducted must have a marked pedestrian crossing with traffic control measures present;
- g) the road toll must not impede vehicle or pedestrian access to businesses;
- h) the road toll event must be complete no later than one hour before dusk;
- i) all persons participating in the road toll must be a minimum of 18 years of age;

- j) all persons participating in the road toll must be wearing high-visibility safety garments;
- k) The toll Road shall not be permitted in the following location:
 - i. On any Provincial Highway
 - ii. On any bridge or within 25 metres of any bridge

Create new **Section 2.03** as follows:

2.03 Signage Requirements: The charitable organization conducting the road toll must post signs that meet the following criteria:

- a) signs must be posted 4 hours in advance of the road toll on all roads leading to the intersection at which the road toll is being conducted;
- b) signs must clearly indicate the organizations name and the time and date of the charitable road toll;
- c) signs must clearly indicate the charity that is being supported by the charitable road tolls collection;
- d) signs must be a minimum of height of 71cm and a minimum width of 55cm;
- e) signs must not obstruct the sidewalk, traffic, or lines of sight for traffic;
- f) all signs must be removed immediately at the conclusion of the event.

Other Alternatives Considered:

Status quo is an option however, staff recommends that the enhanced safety and accountability measures be implemented to ensure charitable road tolls operate in a manner that is mindful of public safety and transparent.

Consideration was given to prohibit Charitable Road Tolls on all City property and roadways, with a suggestion that the events are relocated to private property. A few communities within the Province have considered regulating this way. Staff did not recommend this option out of consideration to the enhanced safety regulations suggested in the amendments above and out of consideration to the local charities that would see a steep reduction in much needed financial support.

Financial/Operation Impacts:

This report and by-law if passed will have a minimal financial impact on staff and as such the process changes are minimal and will be absorbed within current budgets.

Relationship of Recommendation(s) To The 2020-2023 Strategic Plan:

This report and by-law if passed will align with the guiding principles listed in the Strategic Plan, which are to be open and transparent and to partner and

collaborate. By “Making it Better” we are providing a service that will enhance the safety and well-being of the City and our community partners.

Consultations:

Manager Municipal Law Enforcement
Director of Public Works
Insurance Risk Management Coordinator
Community Partnership and Programs Supervisor
Kawartha Lakes Fire Service
Kawartha Lakes Police Service
Economic Development

Attachments:

Appendix A – LIC2020-001 Committee of the Whole Report



LIC2020-01
Charitable Road Toll

Appendix B – Municipal Event Application (sample)



Kawartha Lakes 2020 CKL Municipal
Municipal Event Application Report

Appendix C – amended By-Law 2020-XXX – A By-law to Regulate Charitable Road Tolls in the City of Kawartha Lakes



By-Law 2020-XXX –
A By-law to Regulate

Department Head E-Mail: rtaylor@kawarthalakes.ca

Department Head: Ron Taylor, CAO

The Corporation of the City of Kawartha Lakes

Committee of the Whole Report

Report Number LIC2020-001

Date: October 6, 2020
Place: Council Chambers

Ward Community Identifier: All

Title: Charitable Road Tolls

Description: Charitable Road Toll By-Law

Author and Title: Aaron Sloan, Manager of Law Enforcement and Licensing

Recommendation(s):

That Report LIC2020-001, **Charitable Road Tolls**, be received;

That the proposed by-law, being a By-law to Regulate Charitable Road Tolls in the City Of Kawartha Lakes, attached as Appendix A to this report be approved;

That By-Law 2015-199 being a By-law to Regulate Charitable Road Tolls in the City Of Kawartha Lakes be repealed; and

That this recommendation be forwarded to the next available Regular Council Meeting.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

Concerns have been raised to staff regarding the conduct of charitable road tolls including safety, accountability for funds raised, and impact on businesses. After consulting with Kawartha Lakes Police Service and the Kawartha Lakes Fire Department, staff has prepared an amended by-law to increase safety requirements and require reporting to the City after the event to ensure proper handling of funds raised during charitable road tolls.

Rationale:

Charitable road tolls, also known as boot drives, are a lucrative fundraiser for many charitable and not-for-profit organizations. They are traditionally held during the summer months and particularly on long weekends. Charitable road tolls involve volunteers from an organization entering on to the roadway to collect donations from motorists. Generally, these events are run in a very responsible and safety conscious manner. However, there have been accidents and near misses attributed to charitable road tolls and staff feel that enhanced safety requirements will serve to reduce the instances of and potential for any accidents in the future.

Given that these are municipally authorized events, there is a certain level of accountability expected on the City to ensure that charitable road tolls are conducted in a manner that reduces risk to those conducting the event and to the public.

Additionally, the changes to the by-law and administrative procedures will ensure accountability for the funds raised by organizations holding Charitable Road Tolls by including notification and reporting requirements. Reporting requirements were created by referencing guidelines created by the Alcohol and Gaming Commission of Ontario for charitable fundraising through gaming activities.

Staff is proposing the following amendments to the by-law to enhance the safety of volunteers conducting the charitable road toll as well as enhance the safety of motorists:

Section 1.01 Definitions:

- Added definition "Licensing Enforcement Officer"

Section 1.02 Interpretation Rules:

- Added rule (c) to make clear that this by-law does not exempt organizers from being in compliance with other by-laws or federal or provincial laws and regulations

Section 2.00 Approved Road Toll Charitable Event

- Reworded section title to read "Approved Charitable Road Toll Event"

- Renumbered and added new section: **Section 2.01** Application
Previously, organizations would submit an e-mail or letter which often did not contain key information which staff would have to request in order to approve the application. This new section creates the requirement that applicants complete a Municipal Event application (MEA) form to make an application to hold a charitable road toll event. The MEA process is currently established and applications are circulated to a number of City staff and external agencies who may have interest.
- The following criteria were added to **Section 2.02**:
 - f) the intersection where the event is conducted must have a marked pedestrian crossing with traffic control measures present;
 - g) the road toll must not impede vehicle or pedestrian access to businesses;
 - h) the road toll event must be complete no later than one hour before dusk;
 - i) all persons participating in the road toll must be a minimum of 18 years of age;
 - j) all persons participating in the road toll must be wearing high-visibility safety garments;
 - k) The toll Road shall not be permitted in the following location:
 - i. On any Provincial Highway
 - ii. On any bridge or within 50 metres of any bridge
- Create new Section 2.03 as follows:
 - o 2.03 **Signage Requirements:** The charitable organization conducting the road toll must post signs that meet the following criteria:
 - a) signs must be posted 4 hours in advance of the road toll on all roads leading to the intersection at which the road toll is being conducted;
 - b) signs must clearly indicate the organizations name and the time and date of the charitable road toll
 - c) signs must be a minimum of height of 71cm and a minimum width of 55cm;
 - d) signs must not obstruct the sidewalk, traffic, or lines of sight for traffic;
 - e) all signs must be removed immediately at the conclusion of the event.
- Create new section 2.04 as follows:
 - o 2.04 **Reporting Requirement:** Organizations must submit a financial report in the form prescribed by the Licensing Enforcement Officer within 30 days of the road toll event.

Other Alternatives Considered:

Status quo is an option however staff recommends that the enhanced safety and accountability measures be implemented to ensure charitable road tolls operate in a manner that is mindful of public safety and transparent.

Financial/Operation Impacts:

This report and by-law if passed will have a minimal financial impact on staff and as such the process changes are minimal and will be absorbed within current budget.

Relationship of Recommendation(s) To The 2020-2023 Strategic Plan:

This report and by-law if passed will align with the guiding principles listed in the Strategic Plan which are to be open and transparent and to partner and collaborate. By “Making it Better” we are providing a service that will enhance the safety and well being of the City and our community partners.

Consultations:

Manager Municipal Law Enforcement
Director of Public Works
Insurance Risk Management Coordinator
Kawartha Lakes Fire Service
Kawartha Lakes Police Service
Economic Development

Attachments:

Appendix A – By-Law 2020-XXX – A By-law to Regulate Charitable Road Tolls in the City of Kawartha Lakes



Charitable Road
Toll draft updated L

Appendix B
Charitable Road Toll Presentation



Charitable Road
Toll Presentation.pp

Department Head E-Mail: critchie@kawarthalakes.ca
Department Head: Cathie Ritchie, Clerk

Kawartha Lakes Municipal Event Application

The City of Kawartha Lakes appreciates the importance of special events in enhancing the quality of life, tourism, culture, recreation and education and in providing economic benefits to the local economy.

The Municipal Event Application is intended to act as a strategic resource for individuals hosting an event within the City of Kawartha Lakes.

It is strongly advised that event organizers review the **Kawartha Lakes Municipal Event Application Reference Guide** prior to completion of a Municipal Event Application. View the Reference Guide online or contact us to obtain a copy by e-mailing communitydevelopment@kawarthalakes.ca or by calling 705-324-9411 extension 1306.

Event organizers will be required to complete a Municipal Event Application if:

a) They wish to hold their event on any outdoor property owned or operated by the City of Kawartha Lakes.

This includes:

- ◊ Parks/Open Spaces
- ◊ Roads/Road Allowances
- ◊ Municipal Parking Lots
- ◊ Walkways, Pathways and Trails
- ◊ Waterfront areas and/or beaches

AND, if the event includes any of the following:

- ◊ Alcohol sale or service to the general public
- ◊ Pyrotechnics or Fireworks
- ◊ Food that will be sold or given to the general public
- ◊ Sound amplification - including amplified live or recorded music
- ◊ Open fire/flame-producing devices or appliances
- ◊ Tents (>61 m²) that possibly could require Building Permits/Fire Safety Plans
- ◊ Stages (>225 m²) that possibly could require Building Permits/Fire Safety Plans
- ◊ Amusement rides or inflatables
- ◊ Projected attendance of over 350 people per day

OR

b) The event is being hosted on private property, but will have a significant impact on City services. The municipality may request the completion of an application if the event significantly affects municipal services. Affected services may include, but are not limited to, Fire Services, Police Services, Public Works, Emergency Services etc.

OR

c) The event is taking place inside a municipal facility and it has been requested by staff to complete a Municipal Event Application.

For further information regarding the Municipal Event Application event criteria and procedure please refer to the Kawartha Lakes Municipal Event Application Reference Guide, or contact the City of Kawartha Lakes Parks, Recreation and Culture Division at 705-324-9411 extension 1306 or e-mail communitydevelopment@kawarthalakes.ca

Contact Information:

Name of Organization:

Applicant Name: *

Mailing Address: *

Telephone Number (Home): *

Telephone Number (Cell:)

E-Mail Address: *

Alternate Contact:

Alternate Contact Telephone Number:

Organization Website:

In the event we receive inquiries from the public regarding your event, please provide contact information to be made available to the public: *

Event Information:

Name of Event: *

Event start date: *

Event start time: *

Event end date: *

Event end time: *

Event set up start date: *

Event set up start time: *

Event tear down start date: *

Event tear down end date: *

Event tear down start time: *

Event tear down end time: *

Event venue(s)/locations and address(es): *

Event location: *

Please provide details on where the event will take place, including the address and all facilities that will be utilized. (i.e. Hall, Green Space, Sportsfield, Picnic Shelter etc.)

Anticipated Attendance (per day): *

Event Description: *

Event Details:

Has your event considered accessibility for people with disabilities and older adults? *

If yes, explain how your event will create an accessible environment for all attendees?

Does your event feature animals for entertainment? (i.e. a petting zoo, animal show, pony rides etc.)

*

If yes, please describe:

Is your event taking place on Municipal property? *

If yes, please describe the Municipal property in which the event is taking place, as well as, detailing all facilities that will be used (i.e. green space, picnic shelters, sportsfields etc.)

If your event is taking place on Municipal property have you booked the venue(s) through the City's Facility Booking Office? *

☐ Yes

☐ No

☐ Not applicable

Will your event feature Fireworks or any type of pyrotechnical display? *

If yes, please provide date, time, location and who will oversee the display.

Will your event be serving/selling food? *

If yes, please describe:

Will your event feature a lottery or raffle? *

If yes, please describe:

Will your event include any Inflatables, Bouncy Castles or Amusement Rides? *

☐ Yes

☐ No

☐ Not applicable

If yes, describe location(s), contractor information, if staking will be required and when set up and tear down will take place.

Will your event be installing any temporary fencing? *

If yes, please describe location(s) of temporary fencing, details regarding dimensions and if staking for the fencing will be required.

Will your event involve digging or pounding stakes into the ground? *

If yes, please describe:

Will your event require additional electricity other than generators? *

If yes, please describe:

Which best describes your plan for clean up/removal of garbage and recycled items/goods during and after your event? *

☐ Our event will not have a great deal of garbage

☐ Garbage from our event will be collected in bags and taken by event staff to the landfill following the event

☐ Not applicable

Do you plan to provide portable toilets at your event? *

If yes, how many portable toilets will be at your event? describe their location(s):

Does your event require any road closures? *

If yes, has a Temporary Road Closure Application been completed? Describe location(s), times and dates of closure(s).

Does your event require Police for any of the following? (additional costs will apply) *

☐ Road Crossing

☐ Road Blocks

☐ Crowd Control

☐ Security

☐ Traffic Control

☐ Barricades

☐ Not applicable

Please select the option which best describes your event security plan: *

- ☐ We will be hiring a private security company to manage our security needs
- ☐ We will be requesting Police services to assist with event security
- ☐ We will be using volunteers to manage security of our event
- ☐ We currently do not have a security plan in place
- ☐ Not applicable

Will your event feature amplified sound or live music? *

If yes, please describe time(s), location(s) and details regarding amplified sound/music

Will you event feature vendors selling goods or services? *

If yes, please describe:

Does your event utilize the assistance of volunteers? if yes, describe how many volunteers and details on the types of volunteer roles.

Does your event require Emergency Medical Services (EMS)? *

If yes, please describe your requirements:

Will your event require Public Access Defibrillators? *

☐ Yes ☐ No ☐ Not applicable

Will your event have any temporary structures including the following: *

- ☐ Tents greater than 61 m2 in size
- ☐ Temporary Stage greater than 225 m2 in size
- ☐ Temporary Bleachers
- ☐ Not applicable

Does your event feature a parade? *

If yes, please describe date, time, location/roads affected and approximately how many floats/participants will be in the parade:.

Which mediums do you intend on using to promote your event? (select all that apply) *

- ☐ Signs
- ☐ Social Media
- ☐ Event website
- ☐ Posters/flyers/brochures
- ☐ Word of mouth
- ☐ Other
- ☐ Not applicable

Insurance Requirements:

Every applicant shall obtain Commercial General Liability insurance and maintain the policy throughout the term of this agreement with the City and/or venue owner including, but not limited to, bodily injury including death, personal injury, property damage including a loss of use thereof, contractual liability, liquor liability (if applicable) and contain a cross liability/severability of interest clause against claims arising out of the event or any act or omission on the part of the applicant or any of his or her servants or agents.

Please ensure that:

- The insurance shall be with a company acceptable by the City and in the amount not less than \$2 000,000.00 per occurrence.
- The Corporation of the City of Kawartha Lakes shall be named as an additional insured on any such policy
- Unless otherwise specified, the terms of the insurance shall be from the day of the commencement of event set-up or assembly for the event until the completion of all related activities
- The policy shall be endorsed to provide that the policy shall not be altered, cancelled, or allowed to lapse without 30 days written notice to the City.
- A description of the event, including the name and date of the event must be present on the Certificate of Insurance.
- Applicants are required to submit a Certificate of Insurance from their insurer confirming that the insurance coverages held by the applicant are in accordance with the City's requirements at least 14 days prior to their event.

If applicable, the applicant shall provide confirmation of Automobile Liability Insurance in the amount not less than \$2,000,000.00 through the term of this agreement covering all owned, leased and non-owned automobiles used in connection with the activities of the special event.

The City reserves the right to require a higher limit of liability insurance depending on the event specific details.

Event organizers must provide a copy of their Certificate of Insurance to the City's Facility Booking Office (for events taking place on Municipal property) a minimum of 14 days prior to the event.

Event Insurance requirements taking place on Municipal Property are handled by the City of Kawartha Lakes Insurance Risk Management Coordinator in conjunction with the City of Kawartha Lakes Parks, Recreation and Culture Division Facility Booking Office.

Certificate of Insurance attached? *

☐ Yes

☐ No

☐ Will provide a minimum of 14 days prior to the event

☐ Not applicable

Event Site Plan:

A detailed Event Site Plan **must** be included with your completed Municipal Event Application. The Event Site Plan is a key document for staff to review the event organizer's plans, and ensure that the layout of licensed areas, tents/stages and other activities comply with approved uses for municipal property.

Event Site Plans should be to scale and should they be relevant, must included the following:

- The north direction;
- Direction of travel – if event is a parade, race, walk etc.
- Names of adjacent avenues, streets and roads;
- Access and Egress Points (pedestrian, vehicular, emergency access)
- Licensed areas, if applicable;
- Location of all temporary or fixed event facilities, including stages, seating (bleachers), platforms, trailers, tents, amusement rides. (including dimensions when possible);
- Location of barricades and road closures (road, parking etc.)
- Location of permanent and temporary washroom facilities/hand washing stations;
- Emergency exits;
- Identification of any hazardous/combustible materials (i.e. fuel storage, propane etc.) and fire extinguishers
- Location of Command Post or office, medical and First Aid Station
- Location of any fences, poles or ground stakes
- Location of Security Controls;
- Location of waste diversion sites;
- Areas for food and water;
- Location(s) of Vendor(s);
- Generators and other electrical sources;

Events taking place on the City's trail system should prepare their Event Site Plan utilizing Google Maps, and should include the proposed route in writing as well.

If you are requesting a section of a municipal parking lot, or on-street parking spaces be blocked off for your event, please indicate this in your Event Site Plan description.

If the Event Site Plan is not submitted with the completed Municipal Event Application, the application **will not** be distributed for consideration.

Any changes to the originally submitted Event Site Plan must be communicated with City staff immediately.

A site visit with City staff may be required based upon the submitted Event Site Plan.

Please attach a file containing your detailed Event Site Plan

Please provide a narrative for your proposed Event Site Plan. *

Hold Harmless Agreement:

The applicant agrees that it shall at all times indemnify and save harmless, the Corporation of the City of Kawartha Lakes, its employees, agents, and Members of Council, from and against all actions, suits, claims and demands of any nature or kind made by, or on behalf of any person or persons which the applicant or those for whom the applicant is law responsible, may bear or be held responsible for any injury and/or damage arising out of, or incidental to the event, the granting of the permit or the use of the City of Kawartha Lakes property or facilities.

Signature of applicant:

Thank You

Your completed Municipal Event Application will be sent to the City of Kawartha Lakes Parks, Recreation and Culture Division who will assist event organizers through the application process and will be your primary contact.

Upon receipt of a completed Municipal Event Application a City staff member will be in touch to confirm receipt of application.

Questions? call 705-324-9411 extension 1306 or e-mail communitydevelopment@kawarthalakes.ca

Kawartha Lakes Municipal Event Application Reference Guide



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Interested in hosting an event in Kawartha Lakes?

Thank you for your interest in hosting a special event in Kawartha Lakes! Each year the City of Kawartha Lakes receives many requests from individuals and groups who wish to host special events throughout the municipality. These events vary in scope, purpose, size, cost and complexity.

Most special events represent a major investment of time and money. When well-conceived and planned, they can bring rewarding outcomes to the organizers as well as the City of Kawartha Lakes.

Successful events involve:

- Responsible leadership
- Careful planning
- Good organization
- Provisions against the unexpected
- Precise follow through and evaluation

The following information has been compiled as a resource to assist special event organizers with planning and to ensure a safe and successful event. The Municipal Event Application Reference Guide outlines important procedural items, policies and contact information to ensure necessary requirements for events are met.

Please be aware that additional requirements, conditions or permits may be required depending on the nature, size and scope of the event.

What is a Municipal Event Application?

The City of Kawartha Lakes recognizes the importance of special events in enhancing the quality of life, tourism, culture, recreation, education, and in providing economic benefits to the local economy. The purpose of the Municipal Event Application document is to:

- establish guidelines for the allocation and management of special events within Kawartha Lakes;
- inform all of the affected municipal departments about your proposed event;
- ensure health and safety guidelines are provided based on information outlined in the submitted application;
- provide organizers with information on necessary permits, permissions, insurance and approvals based upon information provided in the submitted application;

- make reasonable efforts to ensure that municipal services are not negatively impacted as a result of your event.

Municipal Event Application Process

The City of Kawartha Lakes Parks, Recreation and Culture Division will assist event organizers through the Municipal Event Application process. Once event organizers submit their completed Municipal Event Application it is distributed amongst a cross section of staff in various departments within the City of Kawartha Lakes, as well as to external contacts for their review.

It is our goal to assist event organizers in planning safe and successful events. The Municipal Event Application simplifies the event planning process for organizers as key contacts include but are not limited to:

- Kawartha Lakes Police Services (KLPS)
- Kawartha Lakes Ontario Provincial Police (OPP)
- Ministry of Transportation Ontario (MTO)
- Alcohol and Gaming Commission of Ontario (AGCO)
- Kawartha Lakes Fire Rescue Service
- Kawartha Lakes Paramedic Service
- Kawartha Lakes Public Works Department
- Kawartha Lakes Development Services - Building Division
- Kawartha Lakes Parks, Recreation and Culture Division
- Kawartha Lakes Economic Development Department
- Kawartha Lakes By-Law, Municipal Law Enforcement and Licensing
- Kawartha Lakes Environmental Waste Management Division
- Kawartha Lakes Insurance Risk Management
- Ross Memorial Hospital
- Kawartha, Haliburton, Pine Ridge District Health Unit

Upon receipt of a completed Municipal Event Application, staff will circulate the application to all applicable parties for their review and recommendations.

Event organizers will then be notified if additional permits, inspections or further information is required. Event organizers will then be responsible to follow-up directly with the proper authorities regarding items within their jurisdiction relating to the event.

It is the obligation of the event organizer to remit applications directly to any external organizations or agencies, as well as, to appropriate departments within the City of Kawartha Lakes as it applies to their jurisdiction relating to the event.

The City of Kawartha Lakes reserves the right to request the coordination of a round-table meeting(s), which may be required before and/or after the event takes place.

Do I need to submit a Municipal Event Application?

You **must** submit a Municipal Event Application if:

a.) You wish to hold your event on any outdoor property owned or operated by the City of Kawartha Lakes. This includes:

- Parks/Open Spaces
- Roads/Road Allowances
- Municipal Parking Lots
- Walkways, Pathways and Trails
- Waterfront Areas and/or Beaches

AND, if your event includes any of the following:

- Alcohol sale or service to the general public
- Pyrotechnics or fireworks
- Food that will be sold or given to the general public
- Sound amplification - including amplified live or recorded music
- Open fire/flame-producing devices or appliances
- Tents (>61 m²) that could require Building Permits/Fire Safety Plan
- Stages (>225 m²) that could require Building Permits/Fire Safety Plan
- Public event that features amusement rides or inflatables
- Projected attendance of over 350 people per day

OR

b.) You are hosting an event on private property that has a significant impact on City services. The municipality may request you complete an application if your event significantly affects municipal services. Affected services can include but are not limited to Fire Services, Police Services, Public Works and Emergency Services.

c.) You are hosting an event indoors at a municipal facility and it has been requested by City staff that organizers complete a Municipal Event Application.

You do NOT need to complete a Municipal Event Application if:

d.) You are holding an event on private property for invited guests only (i.e. wedding, birthday party, organization or family picnic), or you are holding an event on private property (i.e. your backyard) which will not significantly impact municipal services.

Still unsure if you are required to complete a Municipal Event Application?

For further information, contact:

City of Kawartha Lakes - Parks, Recreation and Culture Division

Telephone: 705-324-9411 extension 1306

E-mail: communitydevelopment@kawarthalakes.ca

Where to obtain a Municipal Event Application

The Municipal Event Application is available in electronic format on the City of Kawartha Lakes website www.kawarthalakes.ca or can be downloaded from the City website in PDF format. Additional formats are available by contacting the City of Kawartha Lakes Parks, Recreation and Culture Division.

City of Kawartha Lakes - Parks, Recreation and Culture Division

Office Address: 50 Wolfe Street, Lindsay, Ontario K9V 2J2

Office Hours: Monday through Friday 8:30am to 4:30pm

Telephone: 705-324-9411 extension 1306

E-mail: communitydevelopment@kawarthalakes.ca

Submitting a Municipal Event Application

Event organizers are advised to submit a Municipal Event Application a minimum of 4 months prior to their event date. Larger scale events with attendance of more than 2,000 are advised to submit an application a minimum of 6 months prior to the event date.

Completed Municipal Event Applications must be submitted to the City of Kawartha Lakes Parks, Recreation and Culture Division. Application forms can

be completed electronically online at:

www.kawarthalakes.ca/municipaleventapplication

If not completed online, a hard copy of the Municipal Event Application must be submitted in person via, e-mail, fax or mail.

Drop off completed Municipal Event Applications and required documents to:

City of Kawartha Lakes Parks, Recreation and Culture Administration Office

Address: 50 Wolfe Street, Lindsay, Ontario

Office Hours: Monday through Friday 8:30am to 4:30pm

Mail to:

City of Kawartha Lakes Parks, Recreation and Culture Division

Municipal Event Application

50 Wolfe Street, Lindsay, Ontario K9V 2J2

E-mail: communitydevelopment@kawarthalakes.ca

Fax: 705-878-9388

Please note: Submitted Municipal Event Applications must be completed in entirety and include a detailed Event Site Plan. Applications submitted with missing documentation will be returned to the applicant and not be considered. For questions or assistance in completing a Municipal Event Application contact:

City of Kawartha Lakes Parks, Recreation and Culture Division

Telephone: 705-324-9411 extension 1306

E-mail: communitydevelopment@kawarthalakes.ca

Event Guidelines:

Accessibility

The municipality recognizes the importance of creating an inclusive community, one where people are given an equal opportunity to live, visit, raise a family, work and retire. Kawartha Lakes is committed to improving opportunities for people with disabilities by identifying, removing and preventing barriers so that individuals of all abilities can participate to their full potential in everything that this community has to offer.

When using one of our municipal public areas you must make the area accessible for people with disabilities legislated by the Integrated Accessibility Standards Regulation (IASR), enacted under the Accessibility for Ontarians with Disabilities Act (AODA). It is necessary that event organizers observe the [City of Kawartha Lakes Accessibility Policy CP2018-006](#) when planning their event.

Making your event accessible will include but will not be limited to: providing accessible customer service to attendees; accessible parking close to the entrance(s); accessible pathways; appropriate signage; accessible washrooms, etc. *Access Ontario* has created a '[Guide to Accessible Festivals and Outdoor Events](#)' to assist event organizers. Visit the Accessibility Ontario website at: www.AccessON.ca for further details on the requirements of the AODA.

For further details regarding municipal accessibility policies and practices contact:

City of Kawartha Lakes Accessibility Coordinator

Telephone: 705-324-9411 extension 1185

E-mail: bcondie@kawarthalakes.ca

Animals for Entertainment

Animals for entertainment include but are not limited to: animal/reptile exhibits, animal rides, animal shows, birds, open farms, petting zoos, and ponies/pony rides.

Under municipal by-law, dogs are not allowed to run free or be walked off leash other than on private property.

Service animals and guide dogs are permitted in all municipal parks and facilities.

For events involving animals for entertainment taking place on municipal property permission must be granted from the City prior to the event.

Event organizers must have stringent risk management measures in place for entertainment pertaining to animals.

Details regarding animals for entertainment must be clearly outlined in the event description of the Municipal Event Application as well, as included on the Event Site Plan.

City owned public waste receptacles must not be used for disposal of animal waste from animal related event activities during or after the event. Event organizers are responsible for safe removal of animal waste.

Booking Municipal Facilities

The municipality has a number of facilities available that you may wish to rent for your event. For a complete list visit www.kawarthalakes.ca/rentafacility

Reservations are based on availability.

Rental fees for City venues/property are in effect for the entire duration of the event, including set-up and tear down.

A non-refundable 50% deposit is due upon booking of the rental and the balance is due at least 90 days prior to the event. In the case the event date is taking place within 90 days from the date of the booking, full payment will be required at time of booking.

Event organizers may be asked to pay a damage deposit that would be eligible for reimbursement after the event takes place, in the case that there have been no damages to municipal property as an outcome from the event.

Payment in full for the rental must be received 90 days prior to the event date.

Event organizers are expected to leave the municipal facility in the same condition in which they found it. Additional cleaning/repair costs will be billed back to the event organizer if the City determines that the condition of the facility is in need of additional cleaning services and/or repair after the event. Any plans to make alterations to a municipal facility must be pre-approved by Parks, Recreation and Culture Division staff.

Licensed events taking place on municipal property must abide by the Alcohol Management on Municipal Premises Policy (refer to page 19 for additional details).

All event activities taking place in municipal parks are governed by the [City of Kawartha Lakes Regulate Public Parks and Facilities By-law 2006-147](#) which can be viewed on the City website.

For further information regarding facility booking and availability contact:

City of Kawartha Lakes Parks, Recreation and Culture Division-

Facility Booking Office

Office Address: 50 Wolfe Street, Lindsay, Ontario K9V 2J2

Office Hours: Monday through Friday 8:30am to 4:30pm

Telephone: 705-324-9411 extension 1226

E-mail: facilitybooking@kawarthalakes.ca

Certificate of Congratulations/Letters of Welcome

The Mayor's Office offers certificates of congratulations to Kawartha Lakes residents celebrating milestone birthdays or anniversaries in our community. You can [request a certificate of congratulations from the Mayor or your local Councillor online from the City website](#). Please allow a minimum of two weeks for certificate preparation.

Letters of Welcome are issued to institutions, organizations or businesses for the following events taking place in the City of Kawartha Lakes:

- Conventions, trade shows, festivals
- City wide sporting tournaments
- Tourism events
- Cultural celebrations
- Charity fundraising galas/events
- Significant awards programs
- Business, institution and organizations anniversaries (50 years or more)

Letters of Welcome cannot be issued for:

- Anything that violates City policies or by-laws

- Matters of political controversy, ideological/religious beliefs or individual conviction

Letters of Welcome requests from the Mayor must be submitted a minimum of 4 weeks before the print deadline. Requests with less than 4 weeks notice will not be accepted.

Letters are issued at the discretion of the City of Kawartha Lakes.

For further information or to request a letter, complete the request form online at: www.kawarthalakes.ca or contact:

City of Kawartha Lakes – Office of the Mayor

Address: P.O. Box 9000 26 Francis St., Lindsay, Ontario K9V 5R8

Office Hours: Monday through Friday 8:30am to 4:30pm

Telephone: 705-324-9411 extension 1310

Damages

It is the responsibility of the event organizer to ensure that municipal property is protected from any vandalism or damages. The cost to repair damages to any Municipal Park, Sportsfield, Facility etc. is the responsibility of the event organizer. Depending on the nature of the event, a damage deposit may be required. The amount of the deposit will be determined by the City of Kawartha Lakes Parks, Recreation and Culture Division and will be indicated on the rental agreement permit. Repair costs will be evaluated and communicated to the event organizer by City staff, as soon as possible after the event is completed.

For further questions regarding facility damage deposits contact:

City of Kawartha Lakes Parks, Recreation and Culture Division –

Facility Booking Office

Telephone: 705-324-9411 extension 1226

E-mail: facilitybooking@kawarthalakes.ca

Emergency Services

The best way to deal with an accident is to prevent it. It is strongly recommended that all event organizers develop an Emergency Procedures Plan before the event. Based on the size and scope of your event, you may be required to submit an Emergency Plan to be pre-approved by City staff. Please ensure all staff, volunteers, vendors, security, and anyone else on site is familiar with it.

Your Emergency Plan will be based on the nature of your event, activities proposed, and any other specific details that may be relevant. However, the following list may serve as a starting point of things to consider:

- Description and assignment of roles and responsibilities in the event of an emergency situation
- Develop procedures for dealing with:
 - Medical emergencies
 - Fire emergencies
 - Safety zones and evacuations
 - Missing person/child
 - Extreme weather
 - Children, elderly, adults, persons with disabilities or medical illness
 - Crowd management/control

In the event of an emergency at any City facility please contact 9-1-1.

The City may require the event organizer to have emergency responders on site during the event. This requirement is dependent upon the size and scope of the event and could involve Police and EMS services.

It is suggested that events provide a Certified First Aid Service on-site during the operating hours of the event through a qualified agency.

First Aid Stations should be clearly identified to the public, as well as, included on the Event Site Plan.

One of the responsibilities of event organizers is to ensure a timely and effective response to a medical emergency at their event. Kawartha Lakes Paramedic Services can offer pre-planned solutions to assist organizers in making informed decisions when it comes to pre-planning First Aid, Cardio Pulmonary Resuscitation (CPR), Public Access Defibrillation (PAD), and if needed on site Paramedic(s).

Public Access Defibrillator Loaner Program

The Public Access Defibrillator Loaner Program allows the general public to borrow an Automated External Defibrillator (AED) at no cost for short-term community events within the City of Kawartha Lakes.

For more information about the program, availability, and how to reserve a date contact Paramedic Services at: 705-324-9411 extension 3314.

For more information in Emergency Planning for your event contact:

Kawartha Lakes Paramedic Services

Telephone: 705-324-9411 extension 3314

Event Site Plan

A detailed Event Site Plan **must** be included with your completed Municipal Event Application. The Event Site Plan is a key document so that staff can review the event organizer's plans and ensure that the layout of the licensed areas, tents/stages and other activities comply with approved uses for municipal property.

Event Site Plans should be to scale and should they be relevant, must include the following:

- North direction;
- Direction of travel – if event is a parade, race, walk etc.
- Names of adjacent avenues, streets and roads;
- Access and Egress Points (pedestrian, vehicular, emergency access)
- Licensed areas, if applicable;
- Location of all temporary or fixed event facilities, including stages, seating (bleachers), platforms, trailers, tents, amusement rides. (including dimensions when possible);
- Location of barricades and road closures (road, parking etc.)
- Location of permanent and temporary washroom facilities/hand washing stations;
- Emergency exits;
- Identification of any hazardous/combustible materials (i.e. fuel storage, propane etc.) and fire extinguishers;
- Location of command post or office, medical and First Aid station;
- Location of any fences, poles or ground stakes;

- Location of security controls;
- Location of waste diversion sites;
- Areas for food and water;
- Location(s) of vendor(s);
- Generators and other electrical sources;
- Parking Plan

Events taking place on the City's trail system should prepare their Event Site Plan utilizing Google Maps and should include the proposed route in writing as well.

If you are requesting to block off a section of a municipal parking lot or on-street parking spaces for your event, please indicate this in your Event Site Plan description.

If the Event Site Plan is not submitted with the completed Municipal Event Application, the application **will not** be distributed for consideration.

Any changes to the originally submitted Event Site Plan must be communicated with City staff immediately.

A site visit with City staff may be required based upon the submitted Event Site Plan.

For further information or assistance with the Event Site Plan contact:

City of Kawartha Lakes Parks, Recreation and Culture Division

Telephone: 705-324-9411 extension 1306

E-mail: communitydevelopment@kawarthalakes.ca

Fire Prevention

Fireworks/Pyrotechnical Displays

Public Fireworks displays require specific insurance coverage and must be included on the Certificate of Insurance for the event.

For any event that includes a public display of fireworks a detailed site plan and application by a Supervisor licensed by the Explosives Regulatory Division of Natural Resources of Canada must be submitted for approval.

An Application for [Permit to Hold a Public Display of Fireworks](#) must be made through the Kawartha Lakes Fire Prevention Division in accordance to the [City of Kawartha Lakes Fireworks By-Law 2007-236](#).

Permit Applications are available on the City website www.kawarthalakes.ca/fire or by contacting the Fire Rescue Division.

It is the responsibility of the event organizer to obtain and submit any required applications to the Kawartha Lakes Fire Rescue Division.

For further information regarding Public Fireworks Displays, or to obtain permits contact:

Kawartha Lakes Fire Rescue Division

Telephone: 705-324-5731

E-mail: fireprevention@kawarthalakes.ca

Open Air Burning and Burn Permits

There are different types of permits for open air burning. You must get permits with "special" in the title through the Fire Prevention Division. You can get all other permits by visiting your nearest Municipal Service Centre, library branch or fire station.

The fire area for campfires, regular and annual permits must be a minimum of 15 metres from any building or other structure and five metres from any fences, trees, brush piles, shorelines, property lines or combustible materials.

No permit is required for open air fires (Campfires) not larger than 60cm (24") in diameter.

Fires cannot be set under any of the following conditions; during an imposed burn ban, under a smog alert, when wind may cause unsafe or adverse conditions and when weather conditions limit the dissipation of smoke. Burning is not permitted throughout the month of April.

The sale and use of Flying Lanterns in the City of Kawartha Lakes is prohibited.

Some types of permits may require Fire Services to conduct a site visit.

[Kawartha Lakes By-Law 2016-110](#) outlines all open air burning regulations in the City.

To learn more [visit the City website](#) or contact:

Kawartha Lakes Fire Rescue Division

Telephone: 705-324-5731

E-mail: fireprevention@kawarthalakes.ca

Food and Beverage Preparations – Public Health

The Haliburton, Kawartha, Pine Ridge District Health Unit (HKPR) requires detailed information on the type of food being served at your event along with preparation details. This is to ensure proper inspections occur and that food vendors follow public health standards and meet safe food handling requirements. All events where organizers/vendors sell or give food away must be approved by HKPR Health Unit.

As the event organizer, you are required to complete and submit the Haliburton, Kawartha, Pine Ridge District Health Unit [Special Event Application](#) available online at www.hkpr.on.ca/ResourcesForms/Forms.aspx

Based on the information provided in the Special Event Application, HKPR Health Unit will work with event organizers to ensure that the event is healthy, safe and conforms to public health standards.

During the event, Public Health Inspectors may inspect food vendors to ensure proper food handling is being implemented and to prevent any health hazard. You must comply with any direction issued by Haliburton, Kawartha, Pine Ridge District Health Unit.

The City of Kawartha Lakes Municipal Licensing Office requires that event organizers must provide the municipality with a list of vendors serving food and beverages at the event. A Transient Trader's License and/or Refreshment Vehicle License may be required.

To further information regarding food and beverage event requirements or to obtain a Special Event Application contact:

Haliburton, Kawartha, Pine Ridge District Health Unit

Telephone: 705-324-3569

E-mail: info@hkpr.on.ca

Website: www.hkpr.on.ca

For further information regarding municipal requirements for food vendors contact:

City of Kawartha Lakes Municipal Law Enforcement and Licensing

Telephone: 705-324-9411 extension 1343

E-mail: licensing@kawarthalakes.ca

Gaming – Lottery /Raffles /50-50 Draws /Fundraising

Depending on the nature of your activities, you may be required to obtain a lottery license in order to conduct your event.

The City of Kawartha Lakes Municipal Law Enforcement must follow provincial regulations that are set out by the Alcohol and Gaming Commission of Ontario (AGCO) when it comes to allowing these activities to take place.

The Alcohol and Gaming Commission of Ontario (AGCO) authorizes the City of Kawartha Lakes to issue charitable gaming licenses to charitable, not-for-profit organizations that demonstrate an eligible mandate.

Organizations must submit an eligibility package to the City and receive approval prior to applying for a charitable gaming license.

A non-refundable fee will apply.

To obtain further information regarding licensing eligibility and regulations visit the Alcohol Gaming Commission of Ontario (AGCO) website at <http://www.agco.ca> or contact:

City of Kawartha Lakes Municipal Law Enforcement and Licensing

Telephone: 705-324-9411 extension 1343

E-mail: licensing@kawarthalakes.ca

Inflatables /Bouncy Castles /Amusement Rides

Inflatables, bouncy castles, amusement rides etc. require City approval and are not permitted at any Park, Picnic Shelter, Sports field or any other municipal facility without prior approval. If approved, City staff will work with event organizers to determine on-site location of the device.

If the installation of an approved amusement ride or inflatable requires any object to penetrate the ground locates may be required and must be booked through *Ontario One Call* by calling 1-800-400-2255. For more information regarding locates for events refer to page 21.

All inflatables, bouncy castles and amusement rides must be TSSA (Technical Safety Standards Authority) approved and event organizers must follow guidelines including:

- Securing device to the ground using TSSA approved methods (stakes if locates are obtained or counterweight)
- If generators are required for the operation of the device, user must adhere to Electricity Guidelines outlined by the TSSA

For more information on TSSA standards and guidelines visit www.tssa.org

All public amusement areas outside must comply with the applicable sections of the Ontario Fire Code.

Any device must be identified on the event organizer's or rental company's Certificate of Insurance that names the Corporation of the City of Kawartha Lakes as an additional insured.

Given the inherent risks with amusement rides and/or inflatables, organizers may require specific insurance requirements.

All inflatables, bouncy castles and/or amusement rides must be included on the Event Site Plan.

For insurance related requirements for inflatables and amusement rides contact:

City of Kawartha Lakes Insurance Risk Management

Telephone: 705-324-9411 extension 1380

E-mail: riskmanagement@kawarthalakes.ca

Insurance Requirements

Proof of insurance coverage is required for all events taking place on City of Kawartha Lakes property. Insurance coverage is necessary in order to protect yourself, and the City against any possible litigation (lawsuits) as a result of your event.

Every applicant shall obtain Commercial General Liability insurance and maintain the policy throughout the term of this agreement with the City and/or venue owner including, but not limited to, bodily injury including death, personal injury, property damage including a loss of use thereof, contractual liability, liquor liability (if applicable), and contain a cross liability/severability of interest clause against claims arising out of the event or any act or omission on the part of the applicant or any of his or her servants or agents.

Please ensure that:

- The insurance shall be with a company acceptable by the City and in the amount not less than \$2,000,000.00 per occurrence.
- The Corporation of the City of Kawartha Lakes shall be named as an additional insured on any such policy
- Unless otherwise specified, the terms of the insurance shall be from the day of the commencement of event set-up or assembly for the event until the completion of all related activities
- The policy shall be endorsed to provide that the policy shall not be altered, cancelled or allowed to lapse without 30 days written notice to the City.
- A description of the event, including the name and date of the event must be present on the Certificate of Insurance.
- Applicants are required to submit a Certificate of Insurance from their insurer confirming that the insurance coverages held by the applicant are in accordance with the City's requirements at least 14 days prior to their event.

If applicable, the applicant shall provide confirmation of Automobile Liability Insurance in the amount not less than \$2,000,000.00 through the term of this agreement covering all owned, leased and non-owned automobiles used in connection with the activities of the special event.

The City reserves the right to require a higher limit of liability insurance depending on the event specific details.

Event organizers must provide a copy of their Certificate of Insurance to the City's Facility Booking Office (for events taking place on municipal property) a minimum of 14 days prior to the event.

Event insurance requirements taking place on Municipal Property are handled by the City of Kawartha Lakes Insurance Risk Management Coordinator in conjunction with the City of Kawartha Lakes Parks, Recreation and Culture Division Facility Booking Office.

In circumstances that the event, or a portion of the event is deemed high risk by the City, additional safety precautions will be mandated. The event will be

reviewed by City Risk Management Staff and other members of the municipal Event Application group to determine insurance requirements, and additional precautions necessary for public safety.

Examples of Events/Activities deemed high risk include but are not limited to:

- Pony Rides
- Bouncy Castles
- Dunk Tanks
- Mechanical Bulls
- Hot Air Balloon Rides
- Paint Ball

The City reserves the right to deny any application if deemed a risk to public safety.

For further information regarding event insurance requirements contact:

City of Kawartha Lakes Insurance Risk Management

Telephone: 705-324-9411 extension 1380

E-mail: riskmanagement@kawarthalakes.ca

City of Kawartha Lakes Parks, Recreation and Culture Division –

Facility Booking Office

Telephone: 705-324-9411 extension 1226

E-mail: facilitybooking@kawarthalakes.ca

Letter of Municipal Significance

In certain circumstances an event may require a Letter of Municipal Significance.

Changes to the Alcohol and Gaming Commission of Ontario (AGCO) Public Event permitting process have established a category for events of “Municipal Significance”. In order to be deemed an Event of Municipal significance, it requires a designation by the municipality in which the event will take place. Special Occasion Permit (SOP) applications for a Municipally Significant Public Event must be accompanied by either a municipal resolution,

or a letter from a delegated municipal official designating the event as Municipally Significant.

A Municipally Significant event is defined by the City of Kawartha Lakes as:

- A one time, annual or infrequent occurring event that is open to the public, has a predetermined opening and closing date and time which:
- Has a local, regional, national or international historical or cultural significance,
- Builds awareness of diverse cultures, or
- Benefits the community at large

Event organizers that wish to apply for an SOP under the ‘Municipally Significant’ category will need to obtain Council’s approval prior to submission.

For further information or to apply for an event of Municipal Significant designation contact:

City of Kawartha Lakes – Office of the City Clerk

Office location: Kawartha Lakes City Hall 26 Francis Street, 1st Floor, Lindsay

Office Hours: Monday through Friday 8:30am to 4:30pm

Telephone: 705-324-9411 extension 1341 or 1342

Licensed Events

Event organizers wishing to sell or serve alcohol at their event, must comply with the City’s Alcohol Management on Municipal Premises Policy, and the Alcohol and Gaming Commission of Ontario (AGCO) legislation.

Alcohol Management on Municipal Premises

The City’s Alcohol Management on Municipal Premises Policy was developed in order to promote a safe, enjoyable environment for those who use City facilities and to prevent alcohol related problems that arise from alcohol consumption within City property. The policy outlines eligible facilities, enforcement, server training, ratios, and identification as determined by the City and the AGCO.

For details regarding the Alcohol Management on Municipal Premises Policy refer to [City of Kawartha Lakes Council Policy No: CP 2018-004 Alcohol Management on Municipal Premises](#) on the City website www.kawarthalakes.ca

or contact the Facility Booking Office at 705-324-9411 extension 1226, or e-mail facilitybooking@kawarthalakes.ca to obtain a copy of the Policy.

Special Occasion Permits (SOP)

Depending on your organizational structure (business, non-profit etc.), the nature of your event (public or private); you may be required to obtain a Special Occasion Permit (SOP) from the AGCO.

An SOP is required any time alcohol is offered anywhere other than in a licensed establishment (such as a bar or restaurant), or a private place (such as a private office or home), or when public consumption of a patron's own alcohol is permitted at a tailgate event.

It is the responsibility of the event organizers to submit a Special Occasion Permit if required.

Event organizers must ensure all legislated and City-directed requirements and conditions are met.

For licensed events, a copy of the event SOP must be provided, and all completed Alcohol Management on Municipal Premises forms must be submitted to the Facility Booking Office prior to your event.

For further information on AGCO licensed event requirements, or to complete a Special Occasions Permit (SOP) online contact:

Alcohol and Gaming Commission of Ontario (AGCO)

Telephone: 1-800-522-2876

Website: www.agco.on.ca

For further information regarding Municipal requirements for licensed events, or to obtain a copy of the Alcohol Management on Municipal Premises Policy contact:

City of Kawartha Lakes Parks, Recreation and Culture Division –

Facility Booking Office

Telephone: 705-324-9411 extension 1226

E-mail: facilitybooking@kawarthalakes.ca

Locates – Digging /Staking /Fencing

Utility Locates are ground markings identifying the position of utility lines based on records or electronic locating equipment, and the associated necessary documentation such as a locate sheet. Ground markings consist of different colours that are used to reflect each type of infrastructure (gas, hydro, cable, etc.).

Utility infrastructure such as hydro, gas or irrigation lines etc. may be buried below the surface of municipal property. If your event requires the installation of any object that penetrates the ground including fence posts, tent poles/pegs or sign installation on municipal property, locates must be completed.

It is the responsibility of the event organizer to notify the City of the intention to stake anything into the ground prior to event set up. After consultation with City staff, and if it is determined locates are required, event organizers are responsible for the coordination of locations through contacting *Ontario One Call*.

It should be clearly identified on the Municipal Event Application Event Site Plan any areas in which digging, staking or ground penetration is projected.

To learn more about locates contact Ontario One Call:

Ontario One Call

Telephone: 1-800-400-2255

E-mail: Compliance@ON1Call.com

Website: www.on1call.com

Marketing and Promotion

Event organizers are responsible for all aspects of marketing their event. There are a number advertising opportunities that are available in the City's publications and facilities. These include, but are not limited to, facility advertising and the Kawartha Lakes Community Guide Publication.

To learn more about advertising opportunities with the City of Kawartha Lakes Parks, Recreation and Culture Division contact:

City of Kawartha Lakes Parks, Recreation and Culture Division –

Marketing Assistant

Telephone: 705-324-9411 extension 1220

E-mail: communitydevelopment@kawarthalakes.ca

Website: www.kawarthalakes.ca/advertise

City Logo Guidelines

The City of Kawartha Lakes logo cannot be used in any promotional and/or marketing materials unless Kawartha Lakes is a sponsor or partner of the event. If the Kawartha Lakes logo is used, the City of Kawartha Lakes Brand Guidelines must be followed, and any use must be approved by City staff.

For further information regarding City of Kawartha Lakes logo usage and Brand Guidelines contact:

City of Kawartha Lakes Communications Department

Telephone: 705-324-9411 extension 1355

E-mail: communications@kawarthalakes.ca

Kawartha Lakes Economic Development

If your event brings visitors to Kawartha Lakes, Kawartha Lakes Economic Development may be able to assist with the planning and promotion of your event. Services offered may include but are not limited to:

- Participant kits – maps, print materials (based on individual needs and subject to availability)
- Planning and participant support – itinerary development, dining and accommodations resources and specialized visitor services (based on individual needs and with appropriate notice)
- Listing on the Tourism event calendar on www.explorekawarthalakes.com (subject to event calendar submission criteria)
- Assistance with providing stats and research to event organizers on the region

- Kawartha Lakes Tourism booth and/or staff delegate on site at event (subject to availability and individual needs)

For further information regarding Tourism and Economic Development event resources contact:

Kawartha Lakes Economic Development

Address: Lindsay Service Centre – 180 Kent Street West, Lindsay

Office Hours: Monday through Friday 8:30am to 4:30pm

Telephone: 1-866-397-6673

E-mail: tourism@kawarthalakes.ca

Website: www.explorekawarthalakes.com

Signs

Permission is required to erect any sign or advertisement on any highway or municipally owned lands within the City of Kawartha Lakes. A permit or Municipal Event Application will not authorize signs to be placed on hydro poles or other municipal infrastructure.

Signage is regulated within the Town of Lindsay, with additional site specific regulations within the Lindsay Business Improvement Area, Village of Fenelon Falls and Village of Bobcaygeon.

Signs are also regulated by the Ministry of Transportation and the Ontario Building Code. The Ministry of Transportation regulates all advertising signage located within 400 meters of any Provincial Highway Right-of-Way. The Ontario Building Code regulates all signage that falls outside the municipal By-law, and those signs would require a Building Permit, rather than a Municipal Sign permit.

Refer to the [City of Kawartha Lakes Sign By-Law 2009-076](#) available on the City website for additional information.

If required, contact the City's Development Services – Building Division to complete a Sign Permit Application.

For further information regarding Sign Permit requirements and applications contact:

City of Kawartha Lakes, Development Services – Building Division

Telephone: 705-324-9411 extension 1288

Noise By-Law / Noise Exemption

If your event has amplified sound/live music, you must remain in compliance with the [City of Kawartha Lakes Regulation of Noise By-Law 2019-124](#). During these times all amplified sound shall remain at an acceptable level, giving consideration to the type and location of the event.

If your event times fall outside both the City's Noise By-Law and park operation hours as outlined in [2019-025 Regulation of Noise By-Law](#), or extends over 3 consecutive days, you may be required to complete a Noise Exemption application to request a Noise Exemption.

Noise Exemption applications are to be submitted to the Manager of Municipal Law Enforcement and Licensing by attending the Municipal Law Enforcement and Licensing Division office, submitting an application online through the City website or sending the application through regular mail.

Noise Exemption applications are to be submitted 45 days prior to the event occurring. Applications received after 45 days may not be approved.

All requestors shall provide a Notice of Exemption Request application to residents who reside within 500 metres of the location of the 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.

Any granted Noise Exemption does not exempt a person from complying with any other regulation or Municipal By-Law.

For further information or to obtain a Noise Exemption application contact:

City of Kawartha Lakes Municipal Law Enforcement and Licensing Division

Office Address: 37 Lindsay Street, South, Lindsay, Ontario

Office Hours: Monday through Friday 8:30am to 4:30pm

Telephone: 705-324-9411 extension 1212

E-mail: bylawcomplaints@kawarthalakes.ca

Policing and Security

Depending on the size and scope of your event, you may need to hire Paid Duty Police Officers. In the event large crowds are anticipated and/or security is needed, and/or where a beer garden is offered, organizers may be required to provide Police Officers and/or security guards for security, crowd control and/or traffic control at their own expense.

Organizers may be required to provide licensed security. The costs associated with hiring security are the responsibility of the event organizer. The purpose of having a security plan is to ensure that all people and property at the event have the best possible protection.

Security to support your event can serve as a deterrent for potential disturbances, identify and resolve potential incidents, prevent theft and damage and provide crowd control.

Event organizers requiring Police for any of the duties listed below will need to contact the Ontario Provincial Police (O.P.P) or Kawartha Lakes Police Services to make arrangements. Additional costs will apply.

- Road Crossing
- Road Blocks
- Crowd Control
- Security
- Traffic Control
- Barricades

For further information regarding Policing and Security for your event contact:

Kawartha Lakes Ontario Provincial Police (O.P.P)

Telephone: 705-324-6741

Kawartha Lakes Police Services (Lindsay/Ops area only)

Telephone: 705-324-5252

Portable Washrooms /Hand Washing Stations

Event organizers are responsible for providing sufficient portable washrooms, wheelchair accessible portable washrooms, and hand wash sinks if the location

for the event does not have facilities to accommodate anticipated crowds in order to reduce the risk of disease or illness.

Consideration should be given to the following, in order to help determine the number and type of facilities required:

- Duration and layout of the festival or event
- Type of festival or event
- Type of crowds and any special requirements
- Possible weather conditions
- Anticipated attendance

Organizers should have a contingency plan in place in the event that attendance exceeds the anticipated numbers and additional toilet and hand washing stations are needed on short notice. Washroom and hand washing stations should be placed in strategic locations that are easily accessible to people in all areas and/or venues, as well as, easily accessible for needed servicing and maintenance during the event.

Organizers must ensure that the appropriate number of washrooms are available for use by people of all abilities. Signage should be in place to direct people to the facilities.

Lighting should be provided if the event takes place at night.

It is suggested to contact a portable washroom contractor to discuss your event requirements and determine adequate numbers.

All portable washrooms and hand washing stations (quantities and locations) should be indicated on the Event Site Plan.

Protocol

To invite the Mayor or members of Council to your event please contact the Mayor's Office directly with event details. Event organizers should provide as much notice as possible.

To invite the Mayor and/or Council to your event contact:

City of Kawartha Lakes – Office of the Mayor

Address: P.O. Box 9000 26 Francis St., Lindsay, Ontario K9V 5R8

Telephone: 705-324-9411 extension 1310

To invite the local Member of Parliament (MP) or Member of Provincial Parliament (MPP), please contact the constituency offices directly.

Road Closures

Temporary Road Closure Applications are required when an event is scheduled to close down a lane of traffic or an entire roadway which will impede vehicular traffic for any length of time.

Event organizers are responsible for contacting the City of Kawartha Lakes Public Works Department to complete a Temporary Road Closure Application Form. This is required a minimum of 15 business days prior to the proposed start date.

In addition to a completed Temporary Road Closure Application, the following is required:

1. A map of the route for the road closure
2. A detailed traffic management plan
3. Proof of Liability Insurance in the amount of a minimum of 2 million dollars with “The Corporation of the City of Kawartha Lakes” listed as the additional insured.

It is the responsibility of the event organizer to complete the Temporary Road Closure Application and submit it to the Public Works Department. All road closures must be approved prior to your event.

The time frame from receipt of the application to notification of approval is approximately two weeks, if all documentation and requirements are in good order.

The [Temporary Road Closure Application Form](http://www.kawarthalakes.ca) is available on the City website www.kawarthalakes.ca, at any Municipal Service Centre or by request through the City of Kawartha Lakes Public Works Department by calling 705-324-9411 extension 1171.

If additional barricades are requested, it is at the discretion of the Public Works Department to coordinate this request based on availability.

For further information or to obtain a Temporary Road Closure Application contact:

City of Kawartha Lakes Public Works Department

Telephone: 705-324-9411 extension 1171

E-mail: pwroadspermits@kawarthalakes.ca

Sales and Vendors

Vendors must be pre-approved by the City's Licensing Division as some vendors may require additional licensing to operate in the City of Kawartha Lakes.

A license is required for all businesses that travel from place to place, door-to-door sales, and vendors at community events. A Transient Trader's License may be required for vendors at your event. Refer to [By-Law to License, Regulate and Govern Transient Trader Businesses in Kawartha Lakes 2016-210](#) on the City website for further details.

As an event organizer, you are required to comply with the following:

- Provide a complete listing of vendors to the City's Licensing Officer, including contact information and details of product/services offered, prior to the event.
- Ensure all vendors are familiar and comply with the City of Kawartha Lakes by-laws, requirements and legislations.
- The City of Kawartha Lakes strongly encourages event organizers working with vendors to protect themselves by ensuring vendors have appropriate insurance coverage.
- Arrange adequate disposal of garbage. This should be in consultation with the City's Waste Management Division. (refer to page 32 for further details regarding Waste Management).
- Food trucks licensed by the City of Kawartha Lakes are permitted to operate at special events but must be included on the list of vendors submitted to the Licensing Division.

For further information regarding sales and vendor requirements contact:

City of Kawartha Lakes Municipal Law Enforcement and Licensing

Telephone: 705-324-9411 extension 1343

E-mail: licensing@kawarthalakes.ca

Smoke Free Ontario Act

The [Smoke-Free Ontario Act](#) prohibits smoking and vaping of tobacco, cannabis and e-cigarettes within a 20-meter radius of any municipally owned:

- Playground
- Splash Pad
- Sporting field, surface or associated spectator area

As well as within 9 meters of facility entrances.

To report a tobacco related concern or to obtain additional information pertaining to the Smoke-Free Ontario Act, please contact the [Haliburton, Kawartha, Pine Ridge District Health Unit](#) and speak with a tobacco control officer by calling 1-866-888-4577.

For more information on the Smoke-Free Ontario Act, please visit the Ontario Ministry of Health and Long-Term Care website www.ontario.ca/smokefree

Special Events License

A licence is required for events on private property that have an anticipated attendance of more than 350 attendees. Refer to [Special Events By-Law 2013-197](#) on the City website for details regarding Special Events License requirements.

The [Special Event License Application](#) is available on the City website www.kawarthalakes.ca or by contacting the Municipal Licensing Officer.

For further information regarding how to obtain a Special Events License contact:

City of Kawartha Lakes Municipal Law Enforcement and Licensing

Telephone: 705-324-9411 extension 1343

E-mail: licensing@kawarthalakes.ca

Temporary Structures - Stages

Event organizers may be required to obtain a Building Permit for a stage platform in any of the following situations:

- The platform is more than 225 m² in area;
- Includes any element of the structure (i.e. wall, roof or floor) more than 5 m above ground level; and/or
- It is more than 3 m above ground level and more than 60 m² in area.

It is recommended that you contact the Building Division to determine whether or not building permit(s) are required for your stage platform or for any temporary structure(s).

For further information regarding Stage and Platform requirements contact:

City of Kawartha Lakes Development Services - Building Division

Telephone: 705-324-9411 extension 1228

Temporary Structures - Tents

There are permits and approvals that event organizers may need to obtain in order to erect a tent or temporary structure (i.e. stages, structures supporting lighting and audio) at an event. Permits exist to ensure that the tents and temporary structures at your event are fireproof, have emergency exits and are spaced in such a way to facilitate a calm and orderly evacuation should an emergency arise.

Event organizers are responsible for ensuring their compliance with City regulations and the Ontario Building Code.

For any tent over 60 m² (645 sq. ft.) an inspection by the City of Kawartha Lakes Building Division is required prior to the tent being utilized.

Tents less than 60 m² in area

- No Building Permit is required

Tents between 61 m² and 225 m² in area

- Building Permit is required

- Application must include a completed Provincial Application Form, Site Plan indicating the location of the tent, with setbacks to other buildings and property lines shown
- Must maintain 3 m to property lines and other structures
- Ground enclosed by the tent must be clear of flammable material (grass cut short is acceptable)
- Copy of Flame Resistance Certificate required – must state compliance with either NFPA 701 or CAN/ULC-S109
- Access must be provided for firefighting (must be easily approachable by emergency personnel)

Tents greater than 225 m² in area

- All requirements for tents 61 m² - 225 m² apply as well as the following:
- Professional Engineer must design the supporting framing structure and anchorage system, sign a commitment to review form and inspect the tent after it is erected, but before being put in use
- A copy of the Engineer's report must be submitted to the Building Division
- Sanitary facilities must be provided in compliance with the Building Code

General Requirements

- If more than one tent is used and they are placed within 3 m of each other, the total area of all such tents are considered as if they were only one tent
- Building Permit application must be submitted at least 10 days prior to erection
- The addition of bleachers or side walls automatically puts the tent into the greater than 225 m² category regardless of size

The Ontario Fire Code dictates that any tent used for special events having an area of 30 square meters be flame-proofed, and that such tents are not to have straw, hay, shavings or similar combustible materials unless used for the daily feeding and care of animals.

Smoking and open flame devices are prohibited in tents.

For further information regarding tent requirements contact:

City of Kawartha Lakes Development Services - Building Division

Telephone: 705-324-9411 extension 1228

Waste Management

As an event organizer, you are responsible for properly disposing of garbage throughout the term of your event, as well as cleaning up after the event.

Public receptacles are not to be used for event clean-ups. Ensure you have made arrangements with a private contractor for clean-up including supply and pick up of carts or garbage bins. There are many companies in the area that offer this service.

Please be aware that the City uses a mandatory clear bag waste collection program. Waste with minimal recyclables mixed in and brought to a City landfill in clear garbage bags will be charged the mixed load fee. Check the current Waste Management Calendar or the City's website for applicable tipping fee charges.

The City has 8 large blue recycling carts that can be used to collect cans and water bottles during an event. These bins must be reserved in advance by calling 705-324-9411 extension 1135. The carts must be picked up and returned to the Lindsay/Ops Landfill site. There is no cost to rent the containers. Any containers that are not returned to the City by the specified date, or that are returned in a condition in which they are no longer able to be used will be charged the current replacement cost of \$95/cart*.

* fees subject to change, contact the Waste Management Division to confirm current pricing.

For further information regarding Waste Management or assistance with developing your event Waste Management Plan contact:

City of Kawartha Lakes Environmental Services – Waste Management Division

Telephone: 705-324-9411 extension 1135

Website: www.kawarthalakes.ca/waste

The Corporation of the City of Kawartha Lakes

By-law 2020-XXX

A By-law to Regulate Charitable Road Tolls in the City of Kawartha Lakes

Recitals

1. The Safe Streets Act, 1999, S.O. 1999, Chapter 8 and the Highway Traffic Act, R.S.O. 1990 Chapter H.8 authorizes the municipality to pass a by-law to allow certain activities to be conducted.
2. Council considers it advisable to authorize certain charitable road toll activities within the municipality.

Accordingly, the Council of the Corporation of the City of Kawartha Lakes enacts this By-law 2020-XXX

Section 1.00: Definitions and Interpretation

1.01 Definitions: In this by-law,

“aggressive manner” means a manner that is likely to cause a reasonable person to be concerned for his or her safety or security;

“charitable organization” means an organization registered under the *Income Tax Act* (Canada);

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

“City Clerk” means the person appointed by Council to carry out the duties of the clerk described in section 228 of the *Municipal Act, 2001*;

“Council” or “City Council” means the municipal council for the City;

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

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

“Licensing Enforcement Officer” means the Municipal Licensing Enforcement Officer employed by the City responsible for issuing, administration and approval of licenses in accordance with provincial legislation and City policies and procedures, or their delegate.

"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;

"Municipal Law Enforcement Officer" means a person appointed by Council as a Municipal Law Enforcement Officer for the City of Kawartha Lakes in accordance with section 15 of the *Police Services Act* to enforce the by-laws of the City;

"non-profit" is an adjective used to describe an applicant who meets one or more of the following requirements:

- (a) it is registered in Ontario as a non-profit corporation by the applicable Provincial or Federal authority or Ministry;
- (b) it is certified by an Accountant (to the satisfaction of the Clerk) as a Person that makes no profit and intends to make no profit in its day to day business operations;
- (c) it files no income tax return as a commercial or for profit business;
- (d) it is a minor sports association or organization; or
- (e) it is a Community Betterment Organization or Group that returns 100% of its net proceeds to the community for the community's benefit.

"Paramedic Chief" means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council;

"Police Officer" means a chief of police or other police officer in a police service which is responsible for enforcing the by-laws of the City;

"roadway" means the part of the highway that is improved, designed or ordinarily used for vehicular traffic, but does not include the shoulder, and, where a highway includes two or more separate roadways, the term "roadway" refers to any one roadway separately and not to all of the roadways collectively;

"solicit" means to request, in person, the immediate provision of money or another thing of value, regardless of whether consideration is offered or provided in return, using the spoken, written or printed word, a gesture or other means;

"vehicle" includes automobile, motorcycle, van, truck, trailer, bus, mobile home, traction engine, farm tractor, road-building machine, bicycle, motor-assisted bicycle, motorized snow vehicle, streetcar and any other vehicle

drawn, propelled or driven by any kind of power, including muscular power.

1.02 Interpretation Rules:

- (a) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.
- (b) The regulations established by this by-law respecting charitable road tolls apply throughout the City.
- (c) The regulations in this by-law and any approved toll road application are not intended to exempt the organizer from compliance to other City by-laws or provincial or federal laws and regulations.

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: Approved Charitable Road Toll Event

2.01 Application: A charitable organization, upon meeting the criteria outlined in Section 2.02, shall make a Municipal Events application (MEA) in the form prescribed by the City to hold the event. The MEA application shall be submitted a minimum of 14 days prior to the event. The MEA shall be circulated to collect comment or concerns. The approval process shall ensure there are no date and location conflicts between charitable organizations or events.

2.02 Criteria: A charitable road toll conducted by a charitable or non-profit organization shall be allowed within the City of Kawartha Lakes if the following criteria are met:

- a) The roadway where the event is conducted has a maximum speed of 50 kilometers per hour;
- b) the proceeds of the toll road are for charitable activities within the City;
- c) the road toll is conducted in a non-aggressive manner;
- d) the charitable organization provides the City with proof of general liability insurance to an amount approved by the City;

- e) Only one road toll event per charitable organization in a calendar year for their own organization and one sponsored road toll event where the proceeds are to be donated to an approved non-profit or charitable organization;
- f) the intersection where the event is conducted must have a marked pedestrian crossing with traffic control measures present;
- g) the road toll must not impede vehicle or pedestrian access to businesses;
- h) the road toll event must be completed no later than one hour before dusk;
- i) all persons participating in the road toll must be a minimum of 18 years of age;
- j) all persons participating in the road toll must be wearing high-visibility safety garments;
- k) The road toll shall not be permitted in the following location:
 - i. On any Provincial Highway
 - ii. On any bridge or within 25 metres of any bridge

2.03 **Signage Requirements:** The charitable organization conducting the road toll must post signs that meet the following criteria:

- a) signs must be posted 4 hours in advance of the road toll on all roads leading to the intersection at which the road toll is being conducted;
- b) signs must clearly indicate the organization's name and the time and date of the charitable road toll;
- c) signs must clearly indicate the charity that is being supported by charitable road tolls collection;
- d) signs must be a minimum of height of 71cm and a minimum width of 55cm;
- e) signs must not obstruct the sidewalk, traffic, or lines of sight for traffic;
- f) at the conclusion of the event all signs must be removed immediately event.

2.04 **Notification:** City staff upon receipt of a MEA to hold a road toll in accordance with the criteria set out in Section 2.01 shall provide a copy of the request to:

- a) The Fire Chief
- b) The Paramedic Chief
- c) The Director of Public Works
- d) Insurance Risk Management Coordinator
- e) The Manager of Municipal Law Enforcement; and
- f) The Police Service with jurisdiction

- 2.05 **Refusal of Application:** Upon consultation of any of the parties listed in Section 2.04, City staff may refuse an application.

Section 3.00: Administration and Effective Date

- 3.01 **Administration of the By-law:** The Manager of Municipal Law Enforcement and Licensing or his or her designate is responsible for the administration of this by-law.
- 3.02 Repeal: By-law 2015-199, a By-Law to Regulate Charitable Road Tolls in the City of Kawartha Lakes, is repealed.
- 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 XX day of XXX, 2020.

Andy Letham, Mayor

Cathie Ritchie, City Clerk



Council Report

Report Number PUR2020-033

Meeting Date: December 15, 2020

Title: 2020-71-CQ Construction of a Washroom Facility at Garnet Graham Park, Fenelon Falls

Author and Title: Ashley Wykes, Buyer

Recommendation(s):

That Report PUR2020-033, **2020-71-CQ Construction of a Washroom Facility at Garnet Graham Park, Fenelon Falls**, be received;

That MVW Construction & Engineering Inc., being the lowest compliant bid, be awarded 2020-71-CQ Construction of a Washroom Facility at Garnet Graham Park, Fenelon Falls for the quotation price of \$419,967 not including HST;

That subject to receipt of the required documents, the Mayor and City Clerk be authorized to execute the agreement to award this quotation; and

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

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

As per the 2020 Capital budget, Garnet Graham Park in Fenelon Falls was approved to have a new washroom facility constructed. A request for quotation was released through the Procurement Division to construct this new facility.

The quotation was released in accordance with the Purchasing Policy and closed on October 29, 2020. The quotation was opened by Andy Letham, Mayor and Launa Macey, Supervisor of Procurement with the following results:

Company Name	Quotation Amount
MVW Construction & Engineering	\$419,967
Gerr Construction	\$430,000
Mirtren Construction	\$455,000
Icon Builders	\$455,338
Carbon Contracting	\$460,000
Neptune Security Services	\$482,300
W.S. Morgan Construction	\$528,000
NDC Development	\$541,040
Quinan Construction	\$557,000
Platinum Construction	\$571,000
Construction Solutions ASI	\$375,000 (Disqualified)

Construction Solutions ASI was the lowest submission (top ranked respondent), as read out at the opening. During the evaluation, references were found to be unfavorable and they were disqualified from the process. As per the Purchasing Policy, a procurement process is considered irregular and must be approved by Council when an award of the contract to the “top ranked respondent” is considered to not be in the best interest of the City.

MVW Construction and Engineering is the lowest compliant respondent and is known to the City.

Rationale:

Staff recommend that MVW Construction & Engineering Inc. be awarded quotation 2020-71-CQ for the price of \$419,967 not including HST.

Other Alternatives Considered:

No other alternative is being considered as the lowest compliant submission is being recommended.

Alignment to Strategic Priorities

The construction of a new washroom facility at Garnet Graham Park falls in line with the strategic priorities of an exceptional quality of life and good government. By improving the facilities located at Garnet Graham Park, it creates a healthy social community hub and ensures the City is continuing to improve and build on their assets.

Financial/Operation Impacts:

The washroom facility at Garnet Graham Park was approved in the 2020 Capital budget as per the table below:

Capital Project Number	Project Budget	Other Committed Funds	Capital Project Balance	Purchase Amount (excl. HST)	10% Contingency	HST Payable	Total Amount	Project Balance
950200201	\$470,000	\$0	\$470,000	\$419,967	\$41,997	\$8,131	\$470,095	(\$95)

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

Consultations:

Capital and Special Projects Supervisor
Junior Accountant
Manager, Parks, Recreation and Culture
Treasurer

Department Head E-Mail: cshanks@kawarthalakes.ca

Department Head: Craig Shanks

Department File: 2020-71-CQ



Council Report

Report Number PUR2020-034

Meeting Date: December 15, 2020

Title: Request for Quotation 2020-81-OQ Calibration and Maintenance of Weigh Scales at Various Landfill Sites.

Author and Title: Marielle van Engelen, Buyer
Nikki Payne, Waste Technician II

Recommendation(s):

That Report PUR2020-034, Request for Quotation 2020-81-OQ Calibration and Maintenance of Weigh Scales at Various Landfill Sites be received;

That Masstec Weighing Systems Inc., of Peterborough, be awarded Request for Quotation 2020-81-OQ Calibration and Maintenance of Weigh Scales for a three (3) year term at Various Landfill Sites for the estimated annual quoted amount of \$33,436.00 plus HST;

That Council authorizes the option to renew the contract including adjustments subject to Consumer Price Index for an additional three (3) - one (1) year terms, based on annual budget approval, mutual agreement and successful completion of the initial term and each term thereafter; and

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

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

The current contract for this work expires December 31, 2020.

Request for Quotation 2020-81-OQ for the Calibration and Maintenance of Weigh Scales at Various Landfill Sites was released for advertising in accordance with the City's Purchasing Policy. The quotation closed Thursday November 26, 2020 and was opened by Andy Letham, Mayor and Launa Macey, Supervisor of Procurement Services, with the following results:

Company	Estimated Quoted Amount	Corrected Amount
Masstec Weighing Systems Inc. of Peterborough, Ontario	\$33,436.00	
Arrow Scale Inc. of Holland Landing, Ontario	\$65,180.00	\$66,480.00
Active Scale Manufacturing Inc. of Markham, Ontario	\$60,200.00	

Quotations were checked for mathematical errors and compliancy to the quotation. References were checked and found to be satisfactory.

Rationale:

This contract is for the semi-annual calibrations of all five (5) landfill sites, as required by the Ministry of Environment, Conservation and Parks (MECP). This contract also includes the continual maintenance and repairs of the landfill scales, to ensure they are fully operational and in compliance. This helps to ensure all waste coming into the landfill are adequately weighed and that residents and commercial operations are charged appropriately.

Staff recommends that Masstec Weighing Systems Inc, of Peterborough, Ontario, be awarded RFQ 2020-81-OQ Calibration and Maintenance of Weigh Scales at Various Landfill Sites for the estimated annual amount of \$33,436.00 plus HST.

The initial term of the contract is for three (3) years ending December 31, 2023, with the option to renew for an additional three (3) - one (1) year terms, based on annual budget approval, mutual agreement and successful completion of the initial term and each term thereafter. An annual increase will be applied to the unit pricing based on the annual percentage change in the Consumer Price Index (CPI), Ontario – All-Items, up to a maximum of three percent (3%). The estimated cost for the full six (6) year term of the contract, based on an estimated annual CPI increase of three percent (3%), is \$216,277.75

Other Alternatives Considered:

No other alternative is being considered, as a competitive procurement process was conducted and any deficit will be reported through the year end surplus/deficit report.

Alignment to Strategic Priorities

This applies to both A Healthy Environment and A Good Government guiding principles. Tracking weights of our waste and divertible items is integral in planning and implementing waste reduction initiatives and increasing the waste diversion rate. While it is also important to ensure municipal assets are well maintained and managed.

Financial/Operation Impacts:

Funds for the calibration and maintenance of weigh scales at various landfill sites is allocated in the 2021 budget. This work is on an as required basis and the Department will monitor the budget to ensure that adequate funds are available for this work. They will also ensure that the required amounts be incorporated in subsequent annual Public Works – Solid Waste operating budgets.

Department Head E-Mail: brobinson@kawarthalakes.ca

Department Head: Bryan Robinson, Director of Public Works

Department File: 2020-81-OQ



Council Report

Report Number CS2020-013

Meeting Date: December 15, 2020
Title: Bobcaygeon Legacy C.H.E.S.T. Fund 2021 Allocation
Author and Title: LeAnn Donnelly, Executive Assistant, Community Services

Recommendation(s):

That Report CS2020-013, Bobcaygeon Legacy C.H.E.S.T. Fund 2021 Allocation, be received;

That total funding in the amount of \$65,655.50 be provided, with the allocation to come from the Bobcaygeon Legacy C.H.E.S.T. Fund Reserve (3.24320), for the projects as approved by the Bobcaygeon Legacy C.H.E.S.T. Fund Grant Committee at its meeting of November 3, 2020 as follows:

Bobcaygeon Canada Day Committee	\$ 829.75
Globus Theater	\$ 8,000.00
Impact 32 – Beautify Our Bobcaygeon	\$10,708.00
Bobcaygeon Lawn Bowling Club	\$ 1,476.75
Bobcaygeon District Lions Club	\$10,206.00
Environmental Action Bobcaygeon	\$ 5,000.00
Kawartha Region Arts & Heritage Society	\$ 9,975.00
Royal Canadian Legion Branch 239	\$19,460.00

That \$4,264.16 (10% of interest earned from January 1 to August 31, 2020) be retained in the principle of the Bobcaygeon Legacy C.H.E.S.T. Fund Reserve (3.24320) for inflationary growth of the fund;

Department Head: _____

Financial/Legal/HR/Other: _____

Chief Administrative Officer: _____

That the remaining \$61,743.37 of available funds not allocated in 2021 be available for distribution in a future year.

Background:

In 2020 Council approved total funding of \$52,557.00. As a result of COVID 19 many of these organizations were not able to spend the funds within the timeframe as required. Because of this the Committee offered a one-year extension to those organizations with the stipulation that they will not be eligible to apply for additional funding in 2021. If the funds cannot be spent in the 2021 year they will be returned to the City and retained for future disbursements. The below table outlines a status update of 2020 projects for Council's information.

Community Group	Amount	Status
Bobcaygeon Skating Club	\$ 2,068.00	Event Cancelled and Funds Returned
Ontario Open Fiddle and Step	\$ 2,531.00	One Year Extension
Bobcaygeon Music Council	\$ 9,000.00	One Year Extension
Bobcaygeon Canada Day Committee	\$13,900.00	Partial Funds Spent – One Year Extension for Event Funding
Bobcaygeon Chamber of Commerce	\$ 4,500.00	One Year Extension
Globus Theater	\$ 8,958.00	Funds Spent as Requested
Impact 32 – Beautify Our Bobcaygeon	\$11,600.00	Funds Spent as Requested

On November 3, 2020, The Bobcaygeon Legacy C.H.E.S.T. Fund Grant Committee met to review and recommend applications for the disbursement of 2021 funding.

All applications were received via email to Committee Secretary LeAnn Donnelly prior to the posted deadline and circulated to Committee members. Applications were reviewed for completeness based on the application checklist.

The recommendations drawn from the minutes of the meeting form the basis for the findings of this report.

Rationale:

Total interest earned from January 1 to August 31, 2020 is \$42,641.57. The Committee remains committed to the retention of earnings for inflationary growth fund therefore (10%) \$4,264.16 of interest earned from January 1 to August 31, 2020 will be allocated directly to the principal of the fund. There is a balance

of \$36,274.46 of unallocated funds from previous year plus \$52,747.00 transferred from the principal fund as passed by Council in Report CS2019-016 Bobcaygeon Legacy CHEST Fund 2020 Allocation. This results a total of \$127,398.87 being available for distribution (interest minus retainage plus balance and transfer).

There were 8 applications submitted, with a total request of \$93,554.38. All applications have been reviewed by the committee, and as a result one (1) application is recommended to receive full funding, and seven (7) applications are to receive partial funding.

The table below outlines the funds requested by organizations and the funding recommended by the Bobcaygeon Legacy C.H.E.S.T. Fund Grant Committee:

Community Group	Project	Amount Requested	Amount Recommended
Bobcaygeon Canada Day Committee	Flags and Flagpoles	\$937.61	\$829.75
Globus Theater	Tuition Subsidies for School of Dramatic Arts	\$8,032.00	\$8,000.00
Impact 32 – Beautify Our Bobcaygeon	Hanging baskets and watering, brackets and Christmas lights, student labour and trolley	\$11,872.54	\$10,708.00
Bobcaygeon Lawn Bowling Club	Overhead Door Replacement and Coffee Maker	\$2,737.23	\$1,476.75
Bobcaygeon District Lions Club	Furnace and A/C Upgrades	\$20,000.00	\$10,206.00
Environmental Action Bobcaygeon	Edgewood Drywall Restoration	\$20,000.00	\$5,000.00
Kawartha Region Arts & Heritage Society	Air Purifiers	\$9,975.00	\$9,975.00
Royal Canadian Legion Branch 239	Patio Deck Materials and Construction	\$20,000.00	\$19,460.00

Other Alternatives Considered:

Council could choose to determine different funding allocations, however, this is not recommended in light of Council's decision to have an Advisory Committee make such recommendations.

Alignment to Strategic Priorities

The recommendations within this report directly align with all Strategic Goals, namely:

1. Healthy Environment
2. An Exceptional Quality of Life
3. A Vibrant and Growing Economy
4. Good Government

Financial/Operation Impacts:

Total interest earned from January 1 – August 31, 2021	\$ 42,641.57
Retained earnings for inflation protection (10%)	\$ 4,264.16
Unallocated funds from prior years	\$ 36,274.46
Total amount withdrawn from principal in 2020	\$ 52,747.00
Total available for 2021 distribution	\$127,398.87

Servicing Implications:

N/A

Consultations:

Bobcaygeon Legacy C.H.E.S.T. Fund Grant Committee

City of Kawartha Lakes Treasury Department

Attachments:

N/A

Department Head E-Mail: cshanks@kawarthalakes.ca

Department Head: Craig Shanks

Council Report

Report Number ENG2020-024

Meeting Date: December 15, 2020

Title: Additional Funds required for RD2010 (Streetlight Replacement Program)

Description: Request for additional funds Capital project

Author and Title: Mike Farquhar Supervisor of Technical Services

Recommendation(s):

That Report ENG2020-024, **Additional Funds required for RD2010 (Streetlight Replacement Program)**, be received; and

That Council authorizes funds in the amount of \$72,234.98 to be added to capital project 9832010 from the Capital Contingency reserve (1.32248)

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

Report ENG2018-007 was provided to Council for approval to implement the LED Streetlight Replacement program.

11.1.16 ENG2018-007

LAS Proposal, LED Streetlight Replacement Program (Lindsay)

Mike Farquhar, Supervisor, Technical Services

CR2018-403

Moved By Councillor Stauble

Seconded By Councillor Martin

That Report ENG2018-007, **LAS Proposal, LED Streetlight Replacement Program (Lindsay)**, be received;

That staff be directed to enter into a contract with LAS and Real Term Energy to implement a staged LED streetlight replacement program in Lindsay in the amount of \$335,394.00 with options for the 2nd and 3rd phases of the project;

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

That staff be directed to report to Council on a long term proposal for implementation of LED Streetlights city wide.

Carried

Part of the initial program was the allowance for two optional phases with a CPI increase of 3% and 2% respectively.

Rationale:

Staff had recommended that the City enter into the third optional phase with LAS and Realterm Energy with an increase of 2%, for a total price of \$530,399.00 not including HST for the completion of the LED retro fit project in Lindsay. The budget that had been allocated in 2020 under RD2010 for the final phase of the project was \$400,000. As well there was \$20,829 left over from the 2nd phase in the previous year. This leaves a difference of \$79,227 that is required (as outlined in Table 1) to be funded to complete this project.

As identified in report ENG2018-007 an investment grade audit had been done prior to the commencement of the first phase which outlined the operational

savings and IESO incentive grant rebate that would be credited back at the end of the 3rd phase of the project. At the completion of the project the City will receive back an energy incentive in the amount of \$44,358 for Phase 1, \$64,120 for Phase 2 and \$57,287.00 for Phase 3. The total amount of approximately \$165,765 will be applied back to the project line 983201001 when the incentive rebate is received.

Other Alternatives Considered:

None

Alignment to Strategic Priorities

This report aligns with providing life safety and protection, which is a priority objective of the City under the Council Adopted Strategic Plan Goal of An Exceptional Quality of Life as well as providing for a Healthy Environment through the reduction of energy use.

Financial/Operation Impacts:

Funds for the project were approved in the 2020 Capital Budget as indicated in Table 1 below:

Capital Project Number	Project Budget	Committ ed Funds	Capital Project Balance	Purchas e Amount (excl. HST)	HST Payab le	Continge ncy 2%	Total Amount	IESO Incentive Rebate	Project Balance
983191001	\$517,000	\$496,171	\$20,829	\$20,469	\$360	\$0	\$20,829	\$0	\$0
983201001	\$400,000	\$0	\$400,000	\$509,930	\$8,975	\$10,608	\$529,513	\$57,287	(\$72,227)
Total	\$917,000	\$496,171	\$420,829	\$530,399	\$9,335	\$10,608	\$550,342	\$57,287	(\$72,227)

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

Consultations:

Supervisor of Procurement
Treasurer
Junior Accountant

Attachments:

N/A

Department Head E-Mail: jrojas@kawarthalakes.ca

Department Head: Juan Rojas

The Corporation of the City of Kawartha Lakes

Council Report

Report Number ENG2020-025

Meeting Date: December 15, 2020

Title: Request to Prohibit Commercial Through Traffic in the Cloverlea Development in Lindsay

Description: Request for Traffic Control

Ward Number: Ward 7

Author and Title: Joseph Kelly, Senior Engineering Technician

Recommendation(s):

THAT Report ENG2020-012 **Request to Prohibit Commercial Through Traffic in the Cloverlea Development** be received;

THAT all commercial through traffic be restricted at all times on all internal roads of the Cloverlea development with the exception of local deliveries;

THAT the necessary By-law 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.

Department Head: _____

Financial/Legal/HR/Other: _____

Chief Administrative Officer: _____

Background:

The Mayor, Councillors, and Staff have received various complaints from residents in the Cloverlea development with regards to vehicle speeds, traffic volumes, and general traffic safety concerns since the completion of its final phase. The bulk of requests are for an all-way stop as a speed control.

The final phase of the development saw the connection of the development to Commerce Road which directly serves a major shopping area/traffic generator. It also connected Wallace Road with Broad Street bridging the gap between arterial roads Angeline Street South and Mclaughlin Road. A map can be seen in Appendix A.

Staff had previously tested for speeds on Broad Street and found 85th percentile speeds to be under the speed limit (45 km/h).

Rationale:

It would be prudent to determine if the right of way control on Silverbrook Avenue and Broad Street needs to be more restrictive due to the turning movements. It should be noted that residents are requesting traffic calming while an all-way stop is for right of way control. In any event, an all-way stop warrant should not be performed until the commercial through traffic is prohibited.

For the purpose of traffic calming projects, it is CKL best practice to screen roads for suitability. One screening criteria is if previous measures failed to solve the problem. Pre-screening has failed and it is pre-mature to implement major traffic calming initiatives. Restricting commercial traffic would be an ideal alternative measure.

The main route of through traffic going to the commercial area is Broad St to Silverbrook Avenue to Commerce Road. Silverbrook Avenue is a short road, lane widths are average, parking is continuous on both sides of the street at all times for the residents. The strain from the general through traffic is almost intolerable, add in the commercial through traffic and Silverbrook Avenue is over capacity.

The commercial through traffic includes a major staging lot for a Bell utility vehicle fleet, two large electrical contractor fleets, a commercial garage, a home appliance and furniture rental delivery trucks, and the drive test vehicles and training fleets. The majority of the vehicles used for the daily commercial through traffic are considered medium to light class vehicles types. A minor amount of heavy class transport trucks were observed as through traffic making deliveries to Canadian Tire or Food Basics. All traffic generators were established before the road connection, previously using Commerce Road to Kent Street for vehicle deployment. A map showing the observed through traffic can be seen in Appendix B.

Broad Street has a higher capacity potential than the internal roads of the development, however, with a sidewalk on only one side of the street, its capacity should not be viewed as a normal collector. Restricting commercial through traffic could be considered since the logistical need for traffic flow from Angeline St South to McLaughlin Road is low.

The Highway Traffic Act allows for Municipalities to restrict heavy trucks on roads (Figure 1) while also allowing a Municipal By-law to specify the definition of heavy trucks. These allowances would be the only avenue for a police enforceable sign.



Figure 1 - Example of No Heavy Truck Sign

Staff recommends the prohibition of all commercial through traffic on all internal roads within the Cloverlea development when appropriately signed (local deliveries exempted) by way of a By-law restricting heavy trucks defined as all commercial or industrial vehicles. Installed signage will include a no heavy truck graphic sign with a “No Commercial Through Traffic” educational tab.

Other Alternatives Considered:

Staff considered the installation of a custom “No Commercial Through Traffic” sign but even with a by-law behind it, it would be non-enforceable. Drivers following the sign would be doing so by courtesy only.

Financial/Operation Impacts:

Approximately \$450 per sign x 3 signs = \$1350 (Includes material, equipment and labour costs).

Relationship of Recommendation(s) To The 2020-2023 Strategic Plan:

Providing life safety and protection, is a priority objective of the City under the Council Adopted Strategic Plan Goal of An Exceptional Quality of Life.

Consultations:

Staff are in communication and consultation with KLPS in regards to the ongoing complaints with the traffic in the area. They have not been consulted regarding the prohibition of commercial traffic.

Attachments:

Appendix A – Key Map



ENG2020-025 -
Appendix A.pdf

Appendix B – Observed Commercial Through Traffic Map



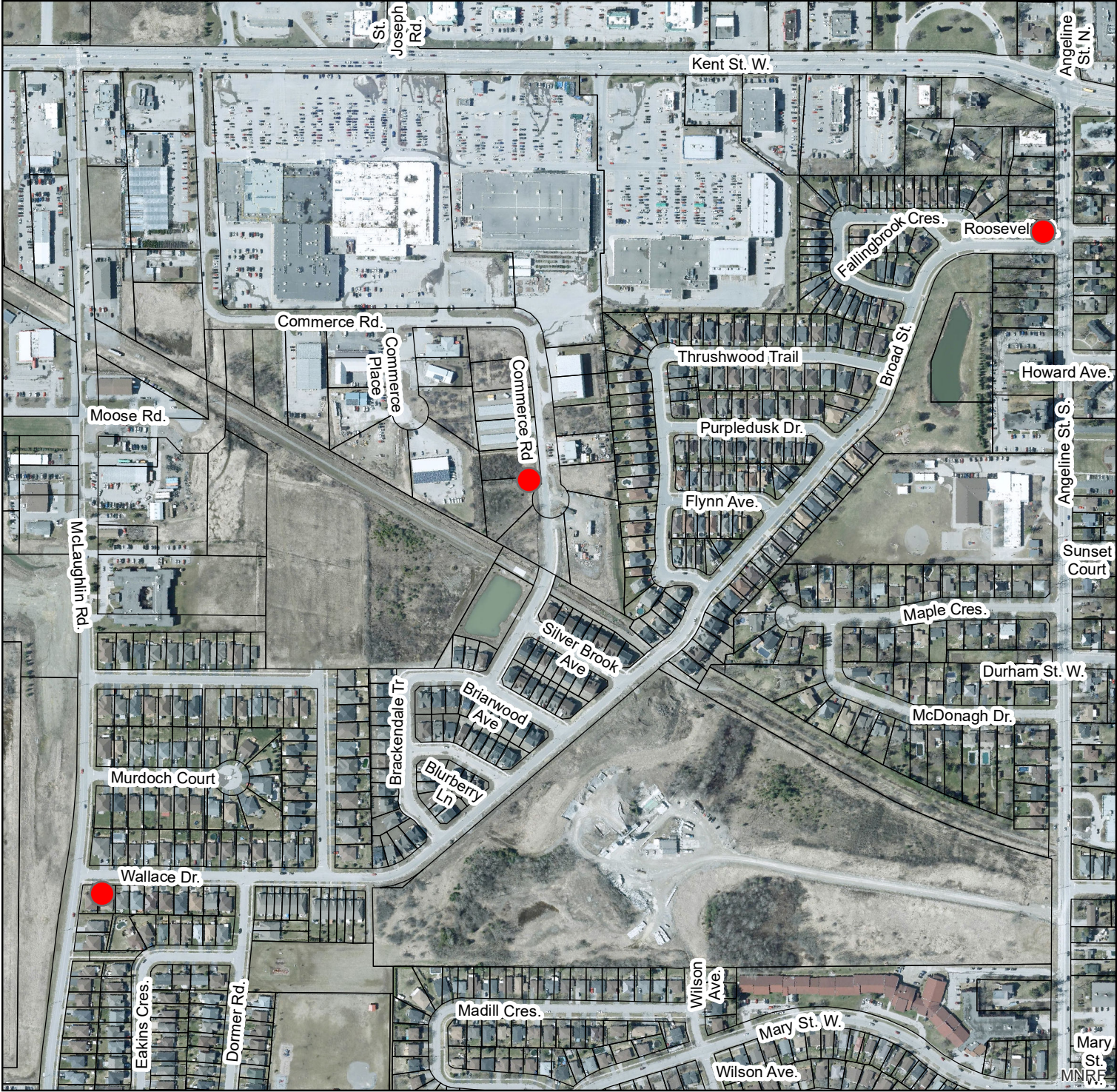
ENG2020-025 -
Appendix B.pdf

Department Head E-Mail: jrojas@city.kawarthalakes.on.ca

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

Department File: Engineering

Appendix A
Cloverlea Development
Commercial Through Traffic
Prohibition Recommendation



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

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

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



Recommended Commercial Through Traffic Prohibited



0

200

400

Meters

Projection: Transverse Mercator
Coordinate System: NAD83, Zone 17

Appendix B Observed Commercial Through Traffic



- Observed major route for medium and light class commercial vehicles
- Observed minor route for heavy class commercial vehicles

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

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0 28100 200 Meters



Projection: Transverse Mercator
Coordinate System: NAD83, Zone 17

The Corporation of the City of Kawartha Lakes

Council Report

Report Number ENG2020-026

Meeting Date: December 15, 2020

Title: Request for Stop Control – Sanderling Court and Pickerel Point Road Intersections

Description: Request for Stop Control

Ward Number: Ward 6

Author and Title: Joseph Kelly, Senior Engineering Technician

Recommendation(s):

THAT Report ENG2020-026 **Request for Stop Control – Sanderling Court and Pickerel Point Road Intersections** be received;

THAT a stop sign be installed at the east intersection of Sanderling Court and Pickerel Point Road on the Sanderling Court (northern) approach;

THAT a stop sign be installed at the west intersection of Sanderling Court and Pickerel Point Road on the Sanderling Court (northern) approach;

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.

Department Head: _____

Financial/Legal/HR/Other: _____

Chief Administrative Officer: _____

Background:

Staff received complaints that stop signs were stolen from the Sanderling Court intersections at Pickerel Point Road. Public Works operations installed temporary stop signs, but discovered that stop signs never existed at these intersections. Engineering staff was then contacted for consultation and to conduct a warrant review.

Rationale:

Although available collision history at these intersection show no collisions, Pickerel Point Road is a long, straight road which may contribute to high speeds. With a hill just west of the intersection obscuring sightlines, it would be prudent to install stop controls.

Staff recommends the installation of stop signs at the intersections of Sanderling Court and Pickerel Point Road.

Other Alternatives Considered:

Financial/Operation Impacts:

Approximately \$450 per sign x 2 signs = \$900 (Includes material, equipment and labour costs) in order for Public Works to install

Relationship of Recommendation(s) To The 2020-2023 Strategic Plan:

Providing life safety and protection, is a priority objective of the City under the Council Adopted Strategic Plan Goal of An Exceptional Quality of Life.

Consultations:

Rhonda Cummings, Public Works Equipment Operator

Attachments:

Appendix A – Key Map



ENG2020-026
Appendix A.pdf

Department Head E-Mail: jrojas@city.kawarthalakes.on.ca

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

Department File: Engineering

Appendix A Proposed Stop Signs Key Map



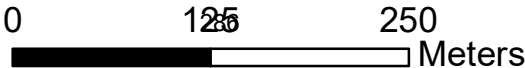
Map produced by the City of Kawartha Lakes Engineering Department with data obtained under license. Reproduction without permission is prohibited.

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

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



Proposed stop sign location
facing direction of arrow



Projection: Transverse Mercator
Coordinate System: NAD83, Zone 17



Council Report

Report Number PLAN2020-062

Meeting Date: December 15, 2020

Title: A By-law to Deem Lot 16, Plan 224 (63 North Taylor Road),
Geographic Township of Eldon (Ullah and Nutan) – Planning
File D30-2020-004

Description: Deeming By-law

Author and Title: David Harding, Planner II, RPP, MCIP

Recommendations:

That Report PLAN2020-062, Ullah and Nutan – D30-2020-004, be received;

That a Deeming By-law respecting Lot 16, Registered Plan 224, substantially in the form attached as Appendix "D" to Report PLAN2020-062, be approved and adopted by Council; and

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

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

Proposal:	To deem Lot 16, Registered Plan 224, not to be a lot within a registered plan of subdivision. See Appendices “A” and “B” attached.
Owners:	Mam Ahsan Ullah and Fahmida Nutan
Applicant:	Steve Lougheed – C.T. Strongman Surveying
Official Plan:	Waterfront – City of Kawartha Lakes Official Plan
Zone:	Limited Service Residential (LSR) Zone within the Township of Eldon Zoning By-law 94-14
Site Servicing:	Private individual on-site sewage system and well
Existing Use:	Shoreline Residential
Adjacent Uses:	East, West: Shoreline Residential North: Mitchell Lake South: Vacant Rural Land

Rationale:

The owners are in the process of constructing a new dwelling. Please refer to Appendices “A”, “B” and “C”. Minor variances were required to facilitate the construction of the dwelling. Through the review of minor variance application D20-2020-006, it was determined that the subject property is made up of two parcels: Lot 16, and a shoreline strip described as Part Lot 54, North of Portage Road. On October 15, 2020, the Committee of Adjustment granted a minor variance to permit the proposed construction, and required as a condition of approval the adoption of a Deeming By-law to consolidate the parcels.

The owners of Lot 16 have requested Council pass a Deeming By-law to effect the consolidation of the lot with the shoreline lands. The deeming by-law will bring the existing and proposed development into conformity with the applicable zone provisions and relief granted by the Committee of Adjustment. Please refer to Appendix “D”.

Adoption and subsequent registration of this Deeming By-law will formally consolidate Lot 16, Plan 224 and Part Lot 54, North of Portage Road into one larger lot so they cannot be sold separately. The legal description will remain the same: Lot 16, Registered Plan 224, and Part Lot 54, North of Portage Road.

Other Alternatives Considered:

There are no other alternatives that are considered appropriate or represent good planning. The Deeming By-law is the appropriate method to legally consolidate the owners' land.

Alignment to Strategic Priorities

The City's Strategic Plan outlines Council's vision for the municipality. The vision consists of four main Strategic Goals:

1. Healthy Environment
2. An Exceptional Quality of Life
3. A Vibrant and Growing Economy
4. Good Government

This application aligns with the Exceptional Quality of Life and Good Government priorities by creating a property with a larger building envelope to support the residence and its on-site servicing, and to connect the shoreline lands with the rest of the parcel.

Financial/Operation Impacts:

The cost of registering the By-law is included in the application fee. There are no financial implications for the City.

Servicing Implications:

The property is serviced by a private individual well and private individual sewage system.

Conclusion:

The consolidation of the lands will create one larger lot. As a result, the shoreline lands containing the boat house will be connected with the lands containing the dwelling. The property will be brought into conformity with the applicable zone provisions and the Committee of Adjustment's decision. Planning staff do not anticipate any negative impacts as a result of the consolidation.

Attachments:

- Appendix A – Location Map
- Appendix B – Aerial Photograph
- Appendix C – Surveyor's Sketch
- Appendix D – Draft Deeming By-law



Appendix A Report
PLAN2020-062.pdf



Appendix B Report
PLAN2020-062.pdf



Appendix C Report
PLAN2020-062.pdf



Appendix D Report
PLAN2020-062.pdf

Department Head E-Mail: cmarshall@kawarthalakes.ca

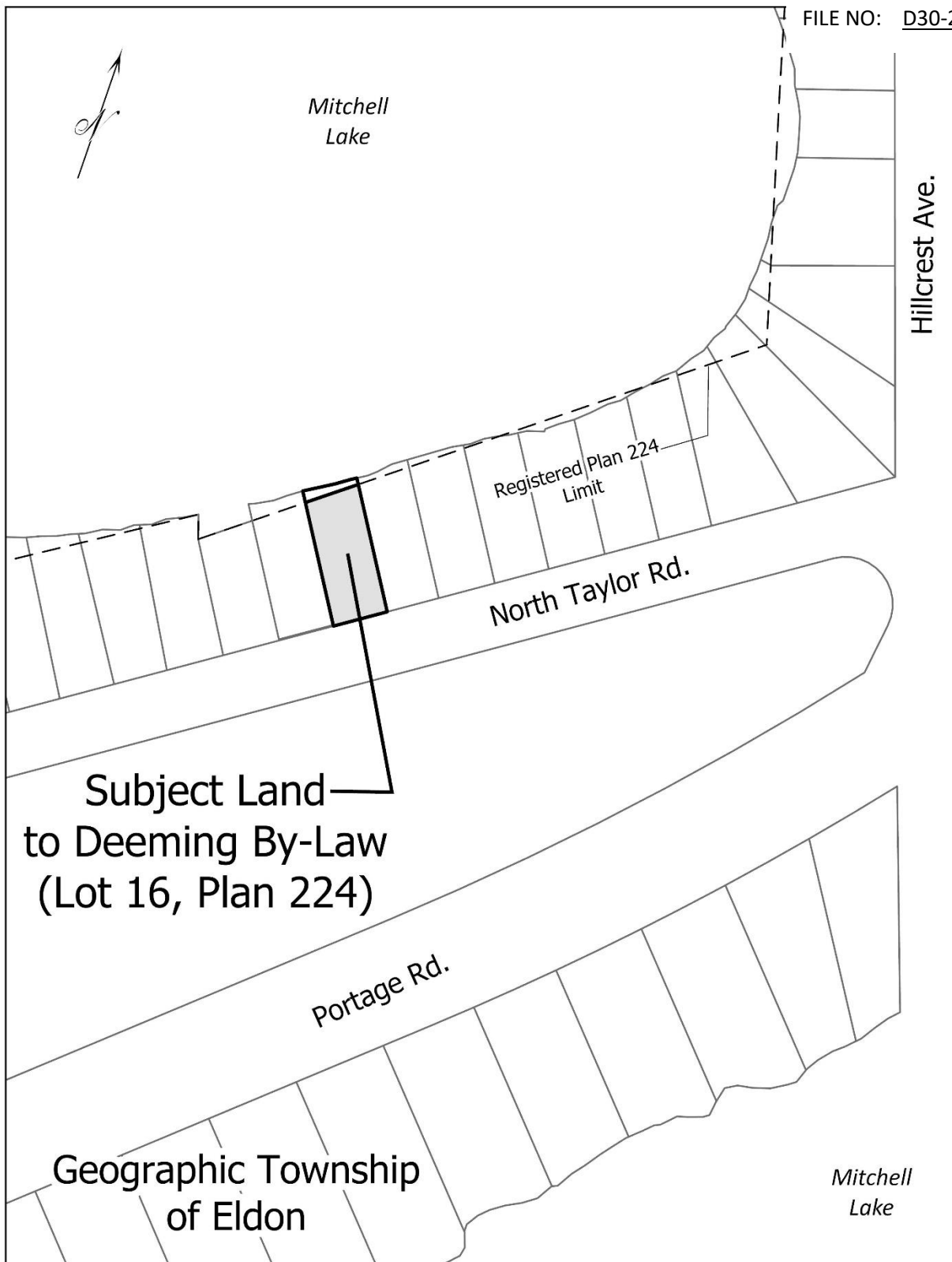
Department Head: Chris Marshall

Department File: D30-2020-004

to

REPORT PLAN2020-062

FILE NO: D30-2020-004



to

REPORT PLAN2020-062

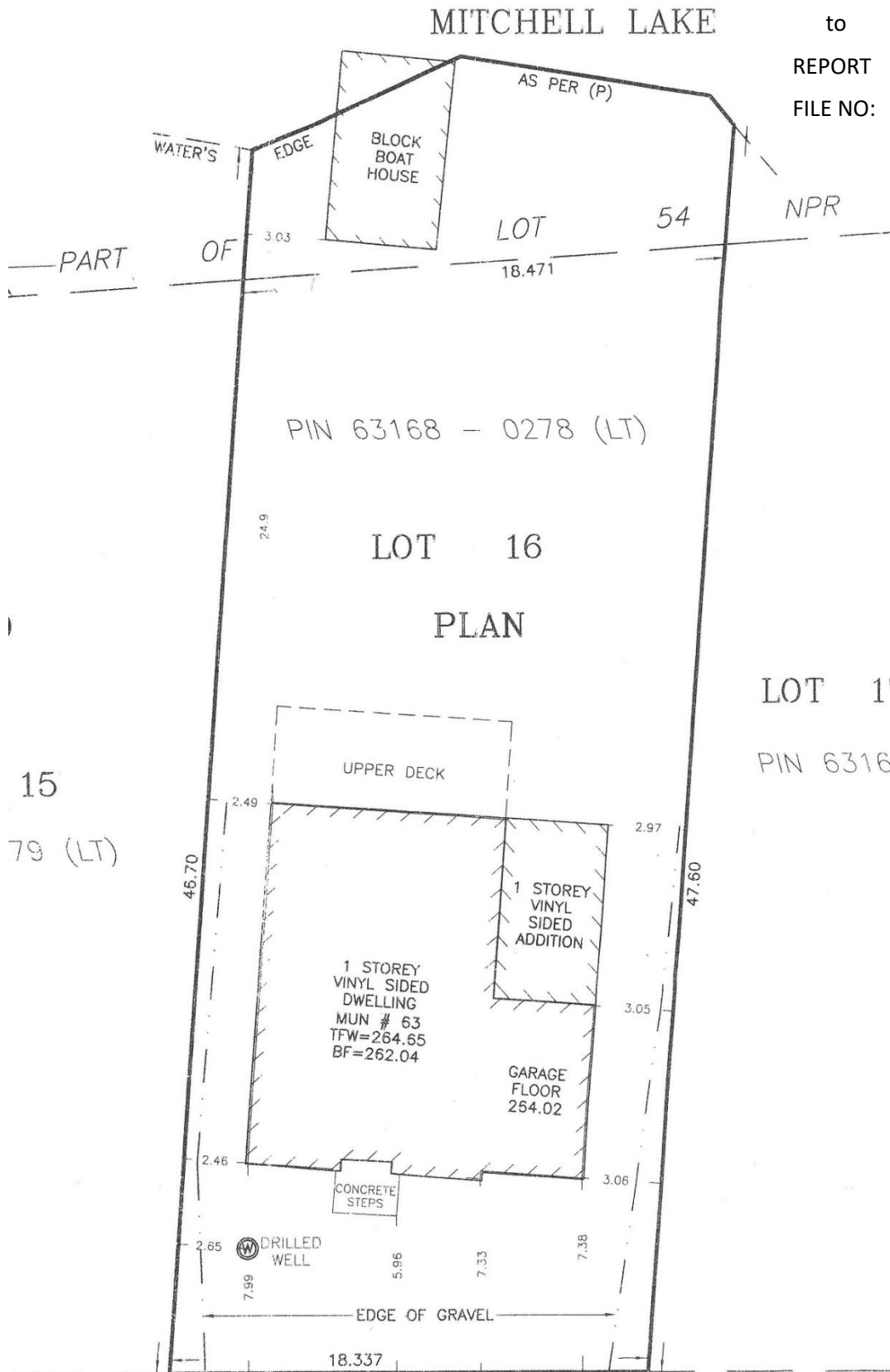
FILE NO: D30-2020-004



to

REPORT PLAN2020-062

FILE NO: D30-2020-004



KNOWN AS NORTH TAYL

The Corporation of the City of Kawartha Lakes

to

By-Law 2020 -REPORT PLAN2020-062FILE NO: D30-2020-004

**A By-Law To Deem Part of a Plan of Subdivision,
Previously Registered For Lands Within Kawartha Lakes,
Not To Be A Registered Plan Of Subdivision In Accordance With The Planning Act
PIN # 63168-0278 (LT), Described As Lot 16, Plan 224, Geographic Township Of
Eldon, Now City Of Kawartha Lakes**

File D30-2020-004, Report PLAN 2020-062, respecting 63 North Taylor Road – Ullah and Nutan.

Recitals:

1. Section 50(4) of the Planning Act, R.S.O. 1990, c.P.13 authorizes Council to deem any plan of subdivision, or part of a plan of subdivision, that has been registered for eight years or more, not to be a registered plan of subdivision for the purposes of Subsection 50(3) of the Planning Act, R.S.O. 1990, c.P.13.
2. Council has been requested to pass a Deeming By-law, by the owners of the land described in Section 1 of this By-law in order to fulfill a condition of minor variance required by the Committee of Adjustment in application D20-2020-006 to allow the land to consolidate with Part Lot 54, North of Portage Road.
3. A duplicate of this By-law shall be registered in the Land Registry Office in accordance with the Planning Act, R.S.O. 1990, c.P.13.
4. Notice of the passing of this By-law shall be mailed to the owner(s) of the land described in Section 1 of this By-law.
5. Council considers it appropriate to enact the requested By-law.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2020-__.

Section 1:00 Details

- 1.01 **Property Affected:** PIN # 63168-0278(LT). The Property affected by this By-law is described as Lot 16, Registered Plan 224, geographic Township of Eldon, City of Kawartha Lakes.
- 1.02 **Deeming Provision:** The Property is deemed not to be part of a Registered Plan of Subdivision of the purposes of Subsection 50(3) of the Planning Act, R.S.O. 1990, c.P.13.

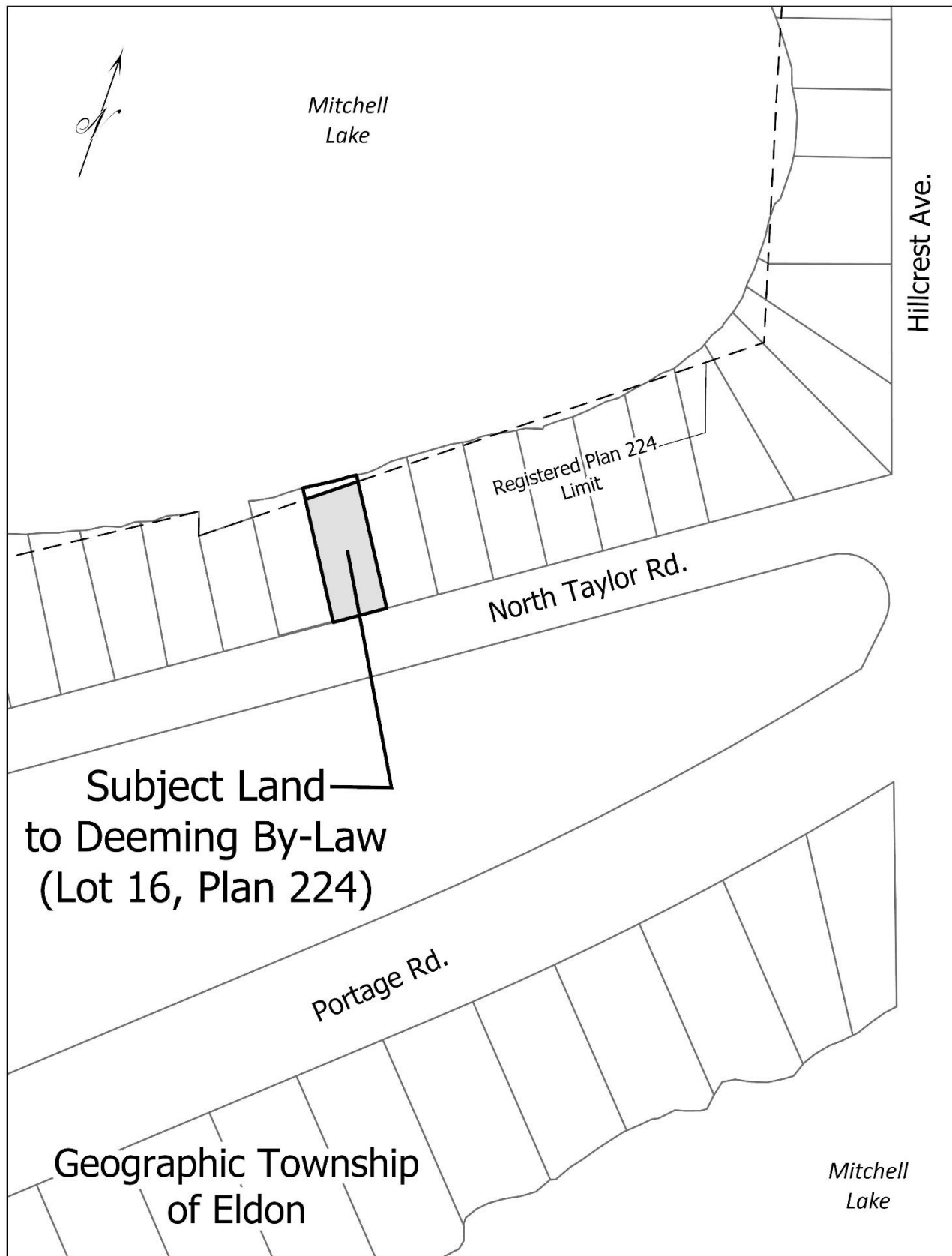
Section 2:00 General Terms

2.01 **Force and Effect:** This By-law shall come into force on the date it is finally passed, subject to the provisions of Sections 50(26), 50(28), and 50(29) 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 **, 2020.

Andy Letham, Mayor

Cathie Ritchie, Clerk





Council Report

Report Number ED2020-027

Meeting Date: December 15, 2020

Title: Kawartha Lakes Skills Advance Ontario Programs
Agreements with Victoria County Career Services and Sir
Sandford Fleming College

Description: Delivery of the Skills Advance Ontario Job Seeker and
Incumbent, Skills Training Program in the Manufacturing and
Agricultural sectors within Kawartha Lakes

Author and Title: Danielle K Harris, Economic Development Officer- Workforce
Planning

Recommendation(s):

That Report ED2020-027, **Kawartha Lakes Skills Advance Ontario Programs Agreements with Victoria County Career Services and Sir Sanford Fleming College**, be received; and

That the Mayor and Clerk be authorized to execute service agreements with Victoria County Career Services and Sir Sanford Fleming College to implement the Kawartha Lakes Skills Advance Ontario Program, substantially in the form as provided in Appendix B and C respectively to Report ED2020-027.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

In 2017, Council adopted the Kawartha Lakes Economic Development Strategy to support the Council goal of a Vibrant and Growing Economy. The Strategy was a people focused strategy, recognizing that the strengths of the local economy were built on the business owners, workforce and residents of the community. The strategy identified that the majority of new jobs in Kawartha Lakes will come from the expansion of existing businesses and five (5) established or emerging clusters were chosen to be the focus of economic development programs to promote business and job growth. Manufacturing and Agriculture and Food are two of those clusters. In both clusters, challenges to business growth is often tied to gaps in the workforce.

Skills Advance Ontario

Skills Advance Ontario (SAO), a sector-focused workforce development pilot, partnerships that bring together sector-based employers with access to job-ready, skilled workers. These workers are provided with experiential development opportunities to help them obtain, succeed, and advance in employment.

In March 2020, the City of Kawartha Lakes received funding for a Kawartha Lakes Skills Advance Ontario (KL SAO) project for manufacturing and agriculture sectors (Appendix A). The program was developed in partnership with Fleming College and VCCS, and local sector related businesses. Due to COVID-19, the KL SAO program was delayed.

The KL SAO will support local manufacturing and agriculture employers to:

- a. Build a supply of skilled workers who can meet their workforce development needs by providing training services to improve employment performance;
- b. Reduce turnover and associated recruitment and training costs;
- c. Demonstrate their businesses commitment to workforce development, including advancement of existing or Incumbent Workers; and
- d. Form effective and dependable workforce development partnerships with the local training partners: Fleming College and VCCS.

The KL SAO will support the local workforce by providing:

- a. Sector-focused essential and technical skills training related to an occupation that offers sustainable and meaningful employment;
- b. Pre-employment and job readiness skills training, and on-the-job experience;
- c. New jobs and workforce development support in Manufacturing or Agriculture sectors;
- d. The ability to sustain or advance from their current employment.

There are two sector-focused skill training streams that will be delivered through the KL SAO:

1. Job Seeker:
Eligible Participants are currently unemployed, have had challenges maintaining long term employment, and have no post-secondary education can join into a six (6)-week pre-employment training program. This stream will provide training in pre-employment and work readiness skills as well as sector focused technical skills. In partnership with local employers, a job vacancy will be made available for graduates of this training stream and to support the onboarding process and the continued success of the new employee and employer, this program will provide up to one (1) year of wrap around supports and training, if need be.
2. Incumbent (Existing) Worker
This stream will provide skills training to existing employees currently working in either sector. Technical skills and essential skills training will be provided. This will support workforce development of existing employees by supporting the development of their credentials, experiences, and in the long term will support their continued employment and growth within their manufacturing or agriculture place of employment.

The SAO program was originally scheduled to begin April 1, 2020. However, due to Covid-19, the program was delayed until September 2020. In September 2020, a full time staff member was hired to lead the SAO Program. Since September 2020, the program has been in development and is scheduled to start the Incumbent training stream in December 2020, followed by the Job Seeker stream in January 2021.

The KL SAO program is aiming to provide essential and technical training to approximately 110 participants through the two training streams from December 2020 through to March 31, 2021. The first of three Job Seeker cohorts will start in January 2021, and will be followed by cohorts starting in February and March 2021. Simultaneously, the incumbent training stream will be made available to Employer's in December 2020 and will continue through to March 2021.

The two streams have been developed through collaboration and consultation with 11 sector related employers, Sir Sandford Fleming College and VCCS. As part of the delivery of the KL SAO, additional employers will be contacted in the new year to expand the program to other businesses in CKL; extending the support and reach of the KL SAO to additional local Manufacturing and Agriculture businesses.

Rationale:

The SAO program provides the local Kawartha Lakes labour force with pre-employment and work readiness training. It will also provide employed members

of our workforce with upskilling and additional training in the manufacturing and agriculture sectors. In order to initiate the delivery of the KL SAO, two Agreements must be signed with VCCS (Appendix B) and Sir Sandford Fleming College (Appendix C).

Training will be provided by Sir Sandford Fleming College and VCCS. Together they will be the training providers and will deliver the curriculums for both the Job Seeker and the Incumbent training streams.

VCCS will be responsible for the 6-week Job Seeker program. This includes supporting the Job Seeker Participant:

- Throughout the KL SAO recruitment process. This includes orientation and service planning for each individual.
- Sector-focused pre-employment services, including “soft skills training” and other pre-employment readiness training.
- Employment services, including Participant job matching with the local employers and vacant job positions.
- Ongoing Job Seeker participant case management for up to one year.

Fleming College will be the technical Skills trainer for both streams. As a trainer, Fleming College will:

- Provide essential and technical skills training for the 6-week Job Seeker and Incumbent workers streams
- Provide sector-focused training through the School of Trades and Technology, School of Environmental and Natural Resource Sciences, and the Continuing Education office
- Bring previous experience with SAO programming through their leadership of two other SAO programs

Staff recommends that the Mayor and Clerk be authorized to execute the service agreements attached as Appendix B and C on behalf of the Corporation of the City of Kawartha Lakes:

1. KL SAO Agreement with Victoria County Career Services
2. KL SAO Agreement with Sir Sandford Fleming College

Other Alternatives Considered:

The Kawartha Lakes SAO has been developed in consultation with the Ministry of Labour, Training and Skills Development within the program guidelines and has clearly established deliverables in partnership with Fleming and VCCS. No other alternatives have been considered.

Alignment to Strategic Priorities

This report aligns with three strategic priorities:

1. Good Government
2. A Vibrant and Growing Economy
3. An Exceptional Quality of Life

The Kawartha Lakes Skills Advance Program advances the City of Kawartha Lakes Council's vision of a thriving and growing communities within a healthy natural environment by strengthening local business stability and upskilling the local workforce.

In addition, this program specifically addresses the recommendations and multiple Action Plans outlined in the Kawartha Lakes Agriculture and Food Action Plan 2020-2024 Farmers to Consumers: Growing Success 2.0. The KL SAO program incorporated many of the Agriculture and Food Action Plan components into the program creation and design. The CKL has identified the agriculture sector as a "significant economic driver that contributes to the overall quality of life in the region, a variety of agriculture and agri-food related businesses also play an important role in the City's economy."

Overall, the KL SAO program is a financially independent and community developed resource for members of our community that require supportive training as an entry into long-term meaningful employment. While also supporting the workforce development of businesses and organizations of these two sectors.

Financial/Operation Impacts:

The KL SAO is 100% funded through this Agreement between the Ministry of Labour, Training, and Skills Development and the City of Kawartha Lakes. The total budget of this program is \$1,179,778.

The SAO Program funding supports the hiring of two full-time temporary staff to administer the program for the duration of the funding period, as well as financial supports available to other departments in the CKL that will support and assist with the programs development and administration (i.e. Legal, IT, HS).

This SAO program is funded to March 31, 2021. It is anticipated that a second application request will be made to extend the program funding for the 2021-2022 Provincial financial year.

Consultations:

Manager, Economic Development
City Solicitor
Treasurer
Sir Sandford Fleming College
Victoria County Career Services (VCCS)

Attachments:

Appendix A – Ontario Transfer Payment Agreement SkillsAdvance Ontario #40684 – Formal Agreement between the City of Kawartha Lakes and the Ministry of Labour, Training and Skills Development for the SAO program.



2019-2021 SAO
Agreement - City of

Appendix B – Service Agreement between VCCS and the City of Kawartha Lakes – agreement between the two organizations, outlining the roles and responsibilities of each party for this SAO Program



VCCS
Agreement_City of K

Appendix C – Service Agreement between Fleming College and the City of Kawartha Lakes – agreement between the two organizations, outlining the roles and responsibilities of each party for this SAO Program.



KL SAO_Fleming
College_CKL_Service

Department Head E-Mail: cmarshall@kawarthalakes.ca

Department Head: Chris Marshall

**ONTARIO TRANSFER PAYMENT AGREEMENT
SKILLSADVANCE ONTARIO (SAO)**

THE AGREEMENT, effective as of the 30th day of March, 2020 (the **"Effective Date"**)

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Labour, Training and Skills
Development**

(the "Province")

- and -

City of Kawartha Lakes

(the "Recipient")

BACKGROUND

The Recipient intends to carry out the Project.

The Province wishes to provide Funds to the Recipient for the Project.

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 is expressly acknowledged, the Province and the Recipient (the **"Parties"**) agree as follows:

ENTIRE AGREEMENT

This agreement (the **"Agreement"**), including:

Schedule "A" -	General Terms and Conditions
Schedule "B" -	Project Specific Information and Additional Provisions
Schedule "C" -	Project Description and Timelines
Schedule "D" -	Budget
Schedule "E" -	Payment Plan
Schedule "F" -	Reporting
Schedule "G" -	Performance Commitments

Schedule "H" - Audit and Accountability Requirements; and
any amending agreement entered into as provided for below,

constitutes the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

COUNTERPARTS

The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

AMENDING THE AGREEMENT

The Agreement may only be amended by a written agreement duly executed by the Parties.

ACKNOWLEDGEMENT

The Recipient:

- a. acknowledges that it has read and understands the provisions contained in the entire Agreement; and
- b. agrees to be bound by the terms and conditions contained in the entire Agreement.

IN WITNESS WHEREOF, 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 Labour, Training and
Skills Development**

by:

Date

Name: Jennifer Barton

Title: Regional Director

Authorized Signing Officer

City of Kawartha Lakes

by:

Date

Name:

Title:

by:

Date

Name:

Title:

I/We have authority to bind the Recipient.

SCHEDULE "A"

GENERAL TERMS AND CONDITIONS

1.0 INTERPRETATION AND DEFINITIONS

1.1 **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.

1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions referred to in section 9.1 and as specified in Schedule "B".

"BPSAA" means the *Broader Public Sector Accountability Act, 2010* (Ontario).

"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.

"Event of Default" has the meaning ascribed to it in section 15.1.

"Expiration Date" means the date on which this Agreement will expire and is the 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.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

“Maximum Funds” means the maximum amount the Province will provide the Recipient under the Agreement as set out in Schedule “B”.

“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, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “C”.

“PSSDA” means the *Public Sector Salary Disclosure Act, 1996* (Ontario).

“Reports” means the reports described in Schedule “F”.

“Timelines” means the Project schedule set out in Schedule “C”.

2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 General. The Recipient represents, warrants and covenants that:

- a. it is, and will continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- b. it has, and will continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project;
- c. it is in compliance 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 Project, the Funds or both; and

- 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 for the term of the Agreement.

2.2 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.

2.3 Governance. The Recipient represents, warrants and covenants that it has, and will maintain, in writing for the period during which the Agreement is in effect:

- a. a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- b. procedures to ensure the ongoing effective functioning of the Recipient;
- 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 Project successfully;
- f. procedures to enable the Recipient, in a timely manner, to identify risks to the completion of the Project, and strategies to address the identified risks;
- g. procedures to enable the preparation and delivery of all Reports required pursuant to Article 7.0; and
- h. procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

2.4 Supporting Documentation. Upon request, the Recipient will provide the Province with proof of the matters referred to in this Article 2.0.

3.0 TERM OF THE AGREEMENT

3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date unless terminated earlier pursuant to Article 13.0, Article 14.0 or Article 15.0.

4.0 FUNDS AND CARRYING OUT THE PROJECT

4.1 Funds Provided. The Province will:

- a. provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- b. provide the Funds to the Recipient in accordance with the Payment Plan attached to the Agreement as Schedule "E"; 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.

4.2 Limitation on Payment of Funds. Despite section 4.1:

- a. the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section 12.2;
- b. the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- c. 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 provided by the Recipient pursuant to section 7.1; and
- d. 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 Project; or
 - ii. terminate the Agreement pursuant to section 14.1.

4.3 Use of Funds and Project. The Recipient will:

- a. carry out the Project in accordance with the terms and conditions of the Agreement;

- b. use the Funds only for the purpose of carrying out the Project;
- c. spend the Funds only in accordance with the Budget; and
- d. not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, including other ministries, agencies and organizations of the Government of Ontario.

4.4 **Province's Role Limited to Providing Funds.** For greater clarity, the Province's role under the Agreement is limited to providing Funds to the Recipient for the purposes of the Project and the Province is not responsible for carrying out the Project.

4.5 **No Changes.** The Recipient will not make any changes to the Project, the Timelines, or the Budget without the prior written consent of the Province.

4.6 **Interest Bearing Account.** If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

4.7 **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 repayment of an amount equal to the interest.

4.8 **Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds.

4.9 **Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

4.10 **Funding, Not Procurement.** For greater clarity, the Recipient acknowledges that:

- a. it is receiving funding from the Province for the Project and is not providing goods or services to the Province; and
- b. the funding the Province is providing under the Agreement is funding for the purposes of the PSSDA.

5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF

ASSETS

- 5.1 **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 BPSAA, including any procurement directive issued thereunder, to the extent applicable.
- 5.2 **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 as set out in Schedule "B" at the time of purchase.

6.0 CONFLICT OF INTEREST

- 6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.
- 6.2 **Conflict of Interest Includes.** For the purposes of this Article, 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 Project, the use of the Funds, or both.
- 6.3 **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.

7.0 REPORTING, ACCOUNTING AND REVIEW

- 7.1 **Preparation and Submission.** The Recipient will:

- a. submit to the Province at the address referred to in section 19.1, all Reports in accordance with the timelines and content requirements set out in Schedule "F", 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 19.1, 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.

7.2 Record Maintenance. The Recipient will keep and maintain:

- a. all financial records (including invoices) relating to the Funds or otherwise to the Project 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 Project.

7.3 Inspection. The Province, its authorized representatives or an independent auditor identified by the Province may, at its own 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 Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an 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 7.2;
- b. remove any copies made pursuant to section 7.3a. from the Recipient's premises; and
- c. conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

7.4 Disclosure. To assist in respect of the rights set out in section 7.3, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

7.5 **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.

7.6 **Auditor General.** For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

8.0 COMMUNICATIONS REQUIREMENTS

8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province in a form and manner as directed by the Province.

8.2 **Publication.** The Recipient will indicate, in any of its Project-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.

9.0 FURTHER CONDITIONS

9.1 **Additional Provisions.** The Recipient will comply with any Additional Provisions. In the event of a conflict or inconsistency between any of the requirements of the Additional Provisions and any requirements of this Schedule "A", the Additional Provisions will prevail.

10.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

10.1 **FIPPA.** The Recipient acknowledges that 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 Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

11.0 INDEMNITY

11.1 **Indemnification.** The Recipient hereby agrees to 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 Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.

- 11.2 **Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.
- 11.3 **Province's Election.** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of Province under the Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.
- 11.4 **Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.
- 11.5 **Recipient's Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations.

12.0 INSURANCE

- 12.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and will maintain for the term of the Agreement, 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 Project 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 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.
- 12.2 **Proof of Insurance.** The Recipient will provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 12.1. Upon the request of the

Province, the Recipient will make available to the Province a copy of each insurance policy.

13.0 TERMINATION ON NOTICE

13.1 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.

13.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section 13.1, the Province may take one or more of the following actions:

- a. cancel all further instalments of Funds;
- b. demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- c. determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - i. permit the Recipient to offset such costs against the amount owing pursuant to section 13.2b.; and
 - ii. subject to section 4.8, provide Funds to the Recipient to cover such costs.

14.0 TERMINATION WHERE NO APPROPRIATION

14.1 Termination Where No Appropriation. If, as provided for in section 4.2d., 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.

14.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section 14.1, the Province may take one or more of the following actions:

- a. cancel all further instalments of Funds;
- b. demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and

- c. determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 14.2b.

14.3 No Additional Funds. For greater clarity, if the costs determined pursuant to section 14.2c. exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

15.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

15.1 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 Project;
 - ii. use or spend Funds; or
 - iii. provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1b.;
- b. the Recipient's operations, 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.

15.2 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 Project;
- b. provide the Recipient with an opportunity to remedy the Event of Default;

- c. suspend the payment of Funds for such period as the Province determines appropriate;
- d. reduce the amount of the Funds;
- e. cancel all further instalments of Funds;
- f. demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- g. demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- h. demand the repayment 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.

15.3 Opportunity to Remedy. If, in accordance with section 15.2b., the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- a. the particulars of the Event of Default; and
- b. the Notice Period.

15.4 Recipient not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 15.2b., 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 15.2a., c., d., e., f., g., h. and i.

15.5 When Termination Effective. Termination under this Article will take effect as set out in the Notice.

16.0 FUNDS AT THE END OF A FUNDING YEAR

16.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article 15.0, 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 the return of the unspent Funds; and
- b. adjust the amount of any further instalments of Funds accordingly.

17.0 FUNDS UPON EXPIRY

17.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

18.0 REPAYMENT

18.1 **Repayment of Overpayment.** If at any time during the term of the Agreement 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.

18.2 **Debt Due.** If, pursuant to the Agreement:

- a. the Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
- b. the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province,

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 or return the amount to the Province immediately, unless the Province directs otherwise.

18.3 **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.

18.4 **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 at the address referred to in section 19.1.

18.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to repay 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.

19.0 NOTICE

19.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Recipient respectively as set out in Schedule "B", or as either Party later designates to the other by Notice.

19.2 **Notice Given.** Notice will be deemed to have been given:

- a. in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- b. in the case of email, personal delivery or fax, one Business Day after the Notice is delivered.

19.3 **Postal Disruption.** Despite section 19.2a., 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 provide Notice by email, personal delivery or by fax.

20.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

20.1 **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.

21.0 SEVERABILITY OF PROVISIONS

21.1 **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.

22.0 WAIVER

- 22.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 19.0. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

23.0 INDEPENDENT PARTIES

- 23.1 **Parties Independent.** The Recipient acknowledges that it 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.

24.0 ASSIGNMENT OF AGREEMENT OR FUNDS

- 24.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement.
- 24.2 **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.

25.0 GOVERNING LAW

- 25.1 **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.

26.0 FURTHER ASSURANCES

- 26.1 **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.

27.0 JOINT AND SEVERAL LIABILITY

- 27.1 **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.

28.0 RIGHTS AND REMEDIES CUMULATIVE

- 28.1 **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.

29.0 ACKNOWLEDGEMENT OF OTHER LEGISLATION AND DIRECTIVES

- 29.1 **Recipient Acknowledges.** The Recipient:

- a. acknowledges that by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the BPSAA, the PSSDA, and the *Auditor General Act* (Ontario);
- b. acknowledges that Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the BPSAA; and
- c. will comply with any such legislation, including directives issued thereunder, to the extent applicable.

30.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

- 30.1 **Other Agreements.** If the Recipient:

- a. has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies;

- 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.

31.0 SURVIVAL

- 31.1 **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 and any other applicable definitions, section 4.2d., 4.7, section 5.2, section 7.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), sections 7.2, 7.3, 7.4, 7.5, 7.6, Article 8.0, Article 11.0, section 13.2, sections 14.2 and 14.3, sections 15.1, 15.2d., e., f., g. and h., Article 17.0, Article 18.0, Article 19.0, Article 21.0, section 24.2, Article 25.0, Article 27.0, Article 28.0, Article 29.0, Article 30.0, and Article 31.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"

PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$1,179,778
Expiration Date	March 31, 2021
Amount for the purposes of section 5.2 of Schedule "A"	\$1,000
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	<p>Name: Ministry of Labour, Training and Skills Development</p> <p>Address: 347 Preston Street, 3rd Floor, Suite 310, Ottawa, ON, K1S 3H8</p> <p>Attention: Jennifer Barton, Regional Director</p> <p>Fax: 613-239-0411</p> <p>Email: EastRPU@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Name: City of Kawartha Lakes</p> <p>Address: 180 Kent Street, Lindsay, ON, K9V 2Y6</p> <p>Attention: Rebecca Mustard</p> <p>Fax: 705-340-5961</p> <p>Email: rmustard@kawarthalakes.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>Name: Carolyn Daynes</p> <p>Position: Treasurer</p> <p>Fax: 705-340-5961</p> <p>Email: cdaynes@kawarthalakes.ca</p>

Additional Provisions:

1. Amendments to Definitions

The definition of "Indemnified Parties" in section 1.2 is deleted and replaced with:

"Indemnified Parties" means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, employees and authorized subcontractors.

2. Further Definitions

The following definitions also apply to this Agreement

"EOIS-CaMS" means the Employment Ontario Information System-Case Management System.

"Employer" means a person or a firm registered in SAO and actively receiving SAO services; and/or informing the development and delivery of sector-focused employment and training services to ensure that Participants have the right essential, technical, and employability skills to obtain entry-level employment and advance in identified sectors.

"EOPG" means the Employment Ontario Partners' Gateway, a provincially maintained website which provides support to service providers delivering Employment Ontario programs and services as part of the Employment Ontario network.

"FIPPA" means the *Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F. 31*, as amended.

"Incumbent Worker" means a person registered in SAO as a Participant who is already employed, but is either vulnerable in his or her current employment or faces barriers to advancement before receiving SAO services.

"Individuals" means a person who is interested in becoming a Participant.

"Jobseeker" means a person registered in SAO as a Participant and is unemployed before receiving SAO services.

"Participant" means a person registered in SAO and actively receiving SAO services.

"Participant Intake Target" means a Participant who has started receiving SAO services in 2019-2021.

"Participant Placement Target" means a Participant who has started a job placement in 2019-2021.

“Participant Retention Target” means a Participant who has completed their job placement and remains employed with the placement employer.

“SAO” means SkillsAdvance Ontario.

“Sector” means multiple employers or organizations that are in the same or a similar or related industry.

“SPRA” means Service Provider Registration Authority.

3. Additions to Article 2.0

The following provisions are added to section 2.1:

- e. it has provided, and will continue to provide for the term of the Agreement, training to any person involved in carrying out the Project on the relevant responsibilities of the Recipient set out in the Agreement; and
- f. it has taken, and will continue to take for the term of the Agreement, all reasonable actions to minimize and reduce the costs related to the Project that may be incurred as a result of the expiry or termination of the Agreement including negotiating all contracts related to the Project, such as employment contracts, on terms that will enable the Recipient to cancel them upon terms and conditions that will minimize their cancellation costs in the event of the expiry or termination of the Agreement

4. Additions to Article 5.0

The following provisions are added to Article 5.0:

5.3 Ownership of Products. The Recipient will own the Products.

5.4 Recipient's Grant of Licence. The Recipient grants the Province and all Stakeholders a perpetual, irrevocable and royalty-free licence to use the Products for any purpose except commercial gain. Without limitation, the Province may update, revise, copy, translate or distribute the Products to its Stakeholders.

5.5 Representation and Warranty. The Recipient represents and warrants that the grant of licences pursuant to section 5.4 will not infringe or induce the infringement of any third party intellectual property rights.

5.6 Acceptance of Terms of Licence. If at any time, the Recipient is granted a licence for other Products pursuant to an agreement with the Province and another organization to carry out a project with the Province, or a successor Government of Ontario program, the Recipient acknowledges and agrees:

- a. that the licence for the other Products is solely applicable for the purpose of the Recipient carrying out the Project or a subsequent project with the Province, or a successor Government of Ontario program;
- b. the license expires on the day that the Recipient does not hold a valid agreement with the Province to carry out a project with the Province, or a successor Government of Ontario program; and
- c. to immediately cease using, modifying, reproducing or distributing the other Products upon the expiry of the licence.

5. Additions to Article 7.0

The following provision is added to Article 7.0:

7.7 Records Transfer. At any time after the expiry of the Agreement or the termination of the Agreement pursuant to Article 13.0, Article 14.0 or Article 15.0, the Province may demand the transfer of any records referred to in section 7.2 to another organization identified by the Province in order to facilitate the successful continuation or completion of the Project, or a similar project, including the continuation or completion of services to individuals.

6. Amendment and Addition to Article 8.0

Section 8.2 is deleted and replaced with:

8.2 Publication. The Recipient will indicate, in any of its Project-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, and shall include a statement that "The Government of Ontario and its agencies are in no way bound by the recommendations contained in this document."

The following provision is added to Article 8.0:

8.3 Visual Identity and Communications. The Recipient will comply with the Visual Identity and Communications Guidelines for Employment Ontario Services, available on the EOPG, and which may be amended from time to time at the sole discretion of the Province.

7. Additions to Article 10.0

The following provisions are added to Article 10.0:

10.2 **Idem.** The Recipient acknowledges that the Province is bound by FIPPA and undertakes to perform its obligations under the Agreement in a manner that ensures that the Province is not in breach of its obligations under FIPPA.

10.3 **Protection of Privacy.** The Recipient represents and warrants that it will protect privacy in accordance with applicable privacy legislation or pursuant to its own privacy policy that is consistent with the Canadian Standards Association Code for the Protection of Personal Information and that is publicly available. Without limitation, the Recipient will:

- a. designate an experienced official who will be responsible for ensuring the Recipient's compliance with its privacy policy and the privacy protection provisions of the Agreement;
- b. make the designated privacy officer aware of the privacy policy and the privacy protection provisions of the Agreement;
- c. implement appropriate privacy protection training of employees, contractors and authorized subcontractors who have access to personal information to deliver the Project;
- d. only collect, use and disclose personal information if necessary to deliver the Project to the Recipient's Participants and comply with its obligations under the Agreement;
- e. ensure that the personal information of the Recipient's Participants, including contact information, is accurate and up to date;
- f. at the earliest opportunity, provide notice of collection, if required, and obtain and retain any consents that may be necessary to deliver the Project and comply with its obligations under the Agreement in compliance with all applicable privacy legislation, and the Recipient's privacy policy;
- g. on behalf of the Province, provide each Participant with the Notice of Collection of Personal Information and obtain his or her Consent to the indirect collection of personal information set out on the forms as mandated by the Province for this Project and retain the signed forms as mandated by the Province for this Project for a period of seven (7) years and make it available to the Province, upon request;
- h. not use personal information that was collected for use in delivering the Project to the Recipient's Participants for any other purpose without the informed and voluntary written

consent of the individual;

- i. limit access to personal information to employees, contractors and authorized subcontractors who need the personal information to deliver the Project to the Recipient's Participants and ensure the Recipient's compliance with its obligations under the Agreement;
- j. ensure that only the SPRA and employees authorized by the SPRA have access to the EOIS-CaMS, using their assigned EOIS-CaMS Enrolment Numbers and PIN IDs and that the SPRA and the authorized users abide by the SPRA Terms and Conditions and the representations made by the Recipient on the SPRA EOIS-CaMS Registration form;
- k. before disclosing personal information to employees, contractors and authorized subcontractors, enter into an agreement with them requiring them to be bound by the Recipient's privacy policy and the privacy protection provisions of the Agreement;
- l. ensure the security and integrity of any personal information collected by implementing, using and maintaining the most appropriate products, tools, measures and procedures to prevent the unauthorized or inadvertent collection, use, disclosure, loss, alteration or destruction;
- m. provide Participants with access to their own personal information in accordance with applicable privacy legislation, and the Recipient's privacy policy;
- n. ensure the secure and irreversible destruction of paper records containing personal information when it is no longer needed to deliver the Project or to comply with the obligations under the Agreement;
- o. ensure that electronic records containing personal information that are no longer needed to deliver the Project or to comply with the obligations under the Agreement are not accessible until secure and irreversible destruction of these records is possible;
- p. notify the Province as soon as the Recipient becomes aware of a potential or actual breach of any of the privacy policy and the privacy protection provisions of the Agreement;

- q. cooperate with the Province and its contractors and auditors in any audit of or investigation into a breach of the privacy policy and the privacy protection provisions of the Agreement; and
- r. implement, use and maintain other specific privacy or security measures that in the reasonable opinion of the Province would improve the adequacy and effectiveness of the Recipient's measures to ensure the privacy and security of the records collected, created, used and disclosed in the delivery of the Project and compliance with the obligations under the Agreement.

8. Amendment to Article 12.0

Section 12.1 is deleted and replaced with:

12.1 Recipient's Insurance. The Recipient represents and warrants that it has, and will maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, or if the Recipient is a school board, with the Ontario School Boards' Insurance Exchange, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project 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 two million dollars (\$2,000,000) per occurrence. The 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, termination or material change.

9. Addition to Article 15.0

The following provision is added to section 15.1a.:

- iv. meet the performance commitments described in Schedule "G".

10. Amendment to Article 31.0

The following provisions are added to the list in Article 31.0: Article 10.0 and Section 8 e. in Schedule C.

SCHEDULE "C"

PROJECT DESCRIPTION AND TIMELINES

The Project will be delivered for the period March 30, 2020 to March 31, 2021.

1. BACKGROUND

SkillsAdvance Ontario (SAO) is a sector-focused workforce development pilot that provides employers in specific sectors with access to job ready, skilled workers that meet their workforce development needs; and provides Individuals with sector-focused employment and training services, including experiential development opportunities to support them to obtain, succeed, and advance in employment.

SAO will support employers to:

- a. Build a supply of skilled Participants who can meet their workforce development needs by providing training services to improve their workforce performance;
- b. Reduce turnover and associated recruitment and training costs;
- c. Demonstrate commitment to workforce development, including advancement of Incumbent Workers; and
- d. Form effective and dependable workforce development partnerships with delivery partners.

SAO will provide Participants with:

- a. Training related to an occupation that offers positive labour market prospects;
- b. Essential, technical, and employability skills training, and on-the-job experience;
- c. Industry-recognized certificate or credential upon completion of training;
- d. New jobs in field of training;
- e. The ability to sustain or advance from their current employment; and
- f. Sustainable employment (i.e. sufficient hours to sustain household income; greater security through improved employment status and reduced chance of getting laid-off).

SAO sectors are identified by delivery partners and advisory committee (refer to Section 3 in this schedule for roles and responsibilities of delivery partners and advisory committee) in Ontario as having vacancies and advancement opportunities for partnership to develop sector-focused training curriculum and employment services to meet workforce development needs.

2. OBJECTIVES

SAO is intended to support:

- a. Sector-focused work-force development in all aspects of delivery, including skills training and pre-employment, employment, and post-employment services;
- b. Employers with hiring, onboarding and retaining employees and responding to employer skills requirements in the local economy; and
- c. Participants with succeeding and advancing in employment.

3. ROLES AND RESPONSIBILITIES

The Province will:

- a. Administer the Project by receiving and monitoring progress and performance against Agreement activities and outcomes;
- b. Collect and review products, outcomes, and data to evaluate the Project;
- c. Assess the Recipient's capacity to manage complex relationships, its knowledge of and credibility in the sector and regional community, as well as its project management capabilities;
- d. Conduct Recipient site visits; and
- e. Participate in advisory committee, as appropriate.

The Recipient will:

- a. Deliver SAO activities by undertaking all of the Project components and subcomponents;
- b. Lead delivery partners (such as service providers, training providers, SAO employers and community partners) and advisory committee to carry out Project components and subcomponents;
- c. Establish an advisory committee (if an advisory committee has not been established);
- d. Ensure advisory committee consists of representatives from employers, employment training providers, industry associations, labour and economic development organizations, and sector business development organizations;
- e. Ensure delivery partners and advisory committee:
 - i. Advise on sector requirements, including identifying job vacancies to be filled;
 - ii. Develop relevant sector-focused employment services and skills training curriculum;
 - iii. Maintain the ongoing relevance of the workforce development activities; and
 - iv. Deliver sector-focused employment services and skills training;

- f. Enter into and maintain contractual arrangements with delivery partners to deliver SAO;
- g. Develop and manage clear and transparent business arrangements and practices with delivery partners, including developing:
 - i. Clear performance expectations for delivery partners;
 - ii. Consistent and transparent methods for distributing operating Funds and financial supports to delivery partners;
 - iii. Practices for the sharing of Participant data between delivery partners and the Recipient. Participant data sharing practices must comply with applicable privacy legislation;
 - iv. Policies regarding service delivery and coordination, such as intake and assessment processes and procedures, referral processes;
 - v. Processes to collect and report data from all delivery partners in order to accurately complete reporting requirements as required;
 - vi. Written policies on the reimbursement payment process to all delivery partners;
- h. Participate actively in the reporting, monitoring and evaluation of the Project;
 - i. Ensure that objectives, milestones and outcomes are being met;
 - j. Keep a record of progress and accomplishments to-date and maintain accurate financial records;
 - k. Ensure that funding is being used for its intended purpose and that objectives stated in the Agreement are being met;
 - l. Provide prompt and accurate reimbursement to employers, according to the terms and conditions of the training or placement agreement; and
 - m. Input and actively manage information in EOIS-CaMS as required under the Agreement.

4. EMPLOYER ELIGIBILITY AND SUITABILITY

The Recipient will ensure that employers meet the eligibility and suitability requirements set out below:

a. Eligibility:

The Recipient will ensure that employers:

- i. Have identified job vacancies or advancement opportunities in Ontario consistent with the workforce development needs to be addressed by the partnership;
- ii. Are registered and licensed to operate in Ontario;
- iii. Comply with all applicable legislation, including federal and provincial human rights legislation, regulations, and any other relevant standards, as well as the *Occupational Health and Safety Act, R.S.O. 1990*, *Employment Standards Act, 2000, S.O. 2000*, and *Freedom of Information and Protection of Privacy Act, R.S.O., 1990*;

- iv. Maintain appropriate Workplace Safety and Insurance Board or private workplace safety insurance coverage, as well as adequate third party general liability insurance as advised by its insurance broker;
- v. Provide job placements in Ontario;
- vi. Place the Participant on their payroll and provide the same employment terms, conditions, and benefits as for their regular employees during job placements;
- vii. Disclose any other government sources of funding associated with employing the Participants;
- viii. Do not hire Participants to displace existing staff or replace staff who are on lay-off;
- ix. Do not receive government funds from any other source for the same training and job placement services provided to the Participant; and
- x. Are not EO employment and training services providers.

b. Suitability:

The Recipient will ensure that employers:

- i. Demonstrate identified vacancies or advancement opportunities that have the potential to be permanent with long-term sustainability;
- ii. Offer support for training completion through:
 - 1. Flexible work arrangements and experiential development opportunities, such as job shadows or job placements;
 - 2. Providing adequate supervision and on-the-job training;
 - 3. Collaboration with delivery partners and advisory committee during the term of the Agreement in identifying specific essential, technical, and employability skills requirements associated with vacancies and advancement opportunities; and
 - 4. Providing advice on changes required to sector-focused employment services, training curriculum or occupational training.

5. PARTICIPANT ELIGIBILITY AND SUITABILITY

a. Eligibility

The Recipient will ensure that Participants meet the eligibility requirements set out below:

- i. Individuals who are unemployed, precariously employed, or employed with low household income (for the purpose of this Project, Individuals who are working less than an average of 20 hours per week are considered to be unemployed and low household income is based on Low Income Cut-Off);

- ii. Individuals who are on a SAO employer's payroll but are facing barriers to job retention or advancement as identified by the delivery partners and advisory committee;
- iii. Individuals who are not participating in full-time training, education, or any other government training intervention that offers funding support for similar training or training-related costs (Note: Participants may access SAO financial supports in combination with supports from other government programs, provided they do not overlap or duplicate one another);
- iv. Residents of Ontario and legally entitled to work in Canada (i.e. citizens, permanent residents, or protected persons) and consistent with direction on other EO programs, Individuals who are not permanent residents or citizens (for example, 900-series Social Insurance Number holders) are not eligible, unless they meet the exceptions indicated in the Province's advisory on eligibility.
- v. 18 years of age or older; and
- vi. Individuals who are not employed in senior management or executive positions, or have controlling interest in the business.

b. Suitability

The Recipient will ensure that suitable Participants demonstrate the following factors:

- i. Having interest in pursuing a career in the identified sector; or for Individuals who are Incumbent Workers, having interest in advancement and demonstrate potential for success in SAO;
- ii. Poor employment history, for example, long-term unemployment, insufficient working hours (under-employment), or interruptions in work history;
- iii. Low household income, employment in a low-wage job, or dependence on non-employment income sources, such as social assistance or employment insurance benefits;
- iv. The ability to meet additional sector, workplace-specific requirements or occupational requirements as advised by the delivery partners and advisory committee, such as manual dexterity or strength; and
- v. The ability to meet additional partnership or community-specific criteria, for example, to support the employment and advancement of equity-seeking groups, as applicable.

6. PROJECT COMPONENTS

There are two Project components under SAO. The following outlines the two SAO project components and their subcomponents:

a. Partnership Development

- i. Partnership Building and Employer Needs Determination;
- ii. Partnership Sustainment (Management)

b. Employer and Worker Services:

- i. Sector-Focused Recruitment (Including Orientation and Service Planning)
- ii. Sector-Focused Pre-Employment Services ("Soft Skills Training")
- iii. Sector-Focused Essential and Technical Skills Training ("Hard Skills Training")
- iv. Sector-Focused Employment Services (Including Job Matching and Development)
- v. Sector-Focused Retention and Advancement Services and Ongoing Case Management

The Recipient will ensure that all of the activities under the following Project component(s) and its/their subcomponents are delivered:

a. Partnership Development and b. Employer and Worker Services

The Recipient may work with delivery partners to undertake any Project activities under the Project component(s) and subcomponents as required, or the Recipient may deliver all of the component(s) and subcomponents directly.

7. Partnership Development

a. Partnership Building and Employer Needs Determination

Under this project subcomponent, the Recipient will:

- i. Conduct outreach activities with SAO employers to:
 1. Build trust across sector or industry employers and understanding of their alignment of interest; and
 2. Raise awareness of potential benefits of SAO and how it aligns with employers' business interests;
- ii. Establish open and inclusive planning of workforce development priorities with sector and industry employers and associations, including the development of key success indicators by
 1. Complementing planning with effective governance, communication structures and approaches between SAO employers, advisory committee and delivery partners;
- iii. Develop and validate occupational and skills needs amongst SAO employers, which includes:
 1. Mapping and inventorying in-demand occupations, required competencies and credentials and technical and essential skills requirements; and
 2. Identifying specific and projected vacancies or advancement opportunities across SAO employers;

- iv. Identify knowledge, experience and other resources, such as cash or in-kind contributions by SAO employers that can be leveraged to achieve shared goals and outcomes;
- v. Where applicable, enter into contractual arrangements with delivery partners and SAO employers for the development and delivery of employment and training services;
- vi. Develop employment and training service curriculum and delivery approaches that reflect knowledge of the sector's workforce development requirements through:
 - 1. Refocusing employment services to meet employability skills requirements (for example, sector-focused soft skills needs);
 - 2. Developing new training curriculum or revising existing curriculum to meet essential and technical skills needs; and
 - 3. Endorsing sector-focused employment and training services and curriculum by SAO employers and advisory committee;
- vii. Customize employment and training curriculum and delivery approaches to meet the needs of SAO employers by working with them to more fully articulate their training needs for the purposes of customization with the delivery partners and to ensure developed training and delivery approaches continue to meet SAO employers' needs on an ongoing basis; and
- viii. Conduct outreach with other community service providers to build awareness of SAO and to identify potential opportunities to develop connections that link Individuals to employment and training opportunities under SAO.

b. Partnership Sustainment (Management)

Under this project subcomponent, the Recipient will:

- i. Strengthen interpersonal and professional connections amongst SAO employers, advisory committee and delivery partners to encourage continued collaboration, coordination amongst stakeholders and to ensure Participants' needs are met;
- ii. Engage with delivery partners and advisory committee to modify and validate occupational needs and to update the competencies, credentials and skills required for occupations in the identified sectors;
- iii. Modify and refine employment service and skills training curriculum and delivery based on the changing needs of SAO employers; and
- iv. Build up sector and industry capability for partnering, which includes devising strategies, processes and systems for SAO employers to collaborate and partner.

8. Employer and Worker Services Component

Under this project component, the Recipient will ensure all of the services under all of the project subcomponents are made available to Participants and employers,

but the Recipient is not required to deliver the subcomponents in the sequence listed below. Services may overlap with each other, based on needs and circumstance. The degree of support and intensity of each service will vary by Participant and not all Participants will need all subcomponents, or all of the activities within a subcomponent.

a. Sector-Focused Recruitment (Including Orientation and Service Planning):

The objective of this subcomponent is to identify Individuals with employers to receive training and services, to fill identified vacancies, and to lead them to retention in current employment or advancement opportunities.

The Recipient will:

- i. Recruit potential eligible and suitable Individuals for participation and provide orientation to the Individuals;
- ii. Create a case management profile;
- iii. Work together with delivery partners and SAO employers to screen Individuals based on:
 1. Suitability criteria developed for the SAO Project, such as specific physical requirements of the occupation;
 2. Identified workforce development needs such as aptitude for success in essential, technical, and employability skills training; and
 3. Potential fit with workplace culture as determined by the advisory committee; and
- iv. Screen Individuals for participation based on suitability (in particular, for Jobseekers, the Individual would not find employment in the identified sectors without SAO services).

Orientation Activities

The Recipient will:

- i. Conduct interview(s) to assess Individuals' motivation and attitude, employability and, where applicable, current job situation (for example, gauge interest in career advancement);
- ii. Ensure Individuals are made aware of SAO and sector-specific requirements at the employer's job site, if possible, such as:
 1. The requirement to participate in service components based on their needs, including information on time commitments and sector's employment requirements; and
 2. Requirements and conditions of advancement opportunities in the sector, if already employed.
- iii. Assess essential skills and job readiness, based on SAO employer input and training requirements, and support evaluation of learning outcomes (pre- and post-training and intervention);

- iv. Notify Individuals that personal information will be used to contact them for the purpose of monitoring and follow-up; and
- v. Advise Individuals well in advance of additional invasive screening activities used for employment in certain sectors.

Case Management and Access to SAO

The Recipient will:

- i. **For the Individual who is eligible:**
Ensure a case management profile, is created and completed in EOIS-CaMS for the Individual who wishes to proceed with the determination of suitability.
- ii. **For the Individual who is eligible but not suitable for SAO:**
Ensure that the Individual is referred to or provided with information on employment and training programs and services.
- iii. **For the Individual who is eligible and suitable and wishes to proceed with SAO:**
Ensure a service plan is created for Participants indicating registration in SAO.

Service Planning

The Recipient will ensure that:

1. The service plan is developed jointly with the Participant and identifies goals as they relate to SAO participation, all Project components and subcomponents the Participant will take part in, any participation supports or referral services the Participant may require to achieve his or her goals, and is updated regularly, as the Participant moves through different Project components and subcomponents to achieve employment and career or advancement goals;
2. If the Participant is a social assistance recipient, consent to contact the social assistance case manager or administrator will be obtained in order to support service coordination as required;
3. If the Participant is a social assistance recipient, but does not provide consent to contact the social assistance case manager or administrator, advise the Participant that access to participant financial supports and job placement stipend under SAO will not be made available;
4. The Participant's case is managed throughout the Participant's involvement in employment and training services; and
5. Post-employment follow-up is conducted.

iv. Employability, Essential Skills and Job Readiness Assessment

Ensure that the Participant's employability, essential skills and job readiness are assessed using an assessment tool recommended by the advisory committee.

The Recipient will ensure that:

1. The assessment tool determines Participant's strengths and areas for improvement;
2. The assessment tool measures Participants' progress and their skill level pre- and post- training;
3. The same assessment tool is used for both the pre- and post-training assessments; and
4. The Participants' pre- and post- assessment results of their employability and essential skills training are reported to the Province.

b. Sector-Focused Pre-Employment Services ("Soft Skills Training"):

The objective of this subcomponent is to deliver sector-focused pre-employment services and prepare workers for employment or advancement opportunities in the identified sectors.

The Recipient will ensure that Participants are provided with the following skills using curriculum developed or updated based on sector employers' needs as identified by the advisory committee:

- i. Sector-focused employability skills to obtain, retain and succeed in employment, such as:
 1. Career readiness or soft skills;
 2. Job attainment skills, including preparing a résumé and cover letter, completing a job application, and succeeding in a job interview;
 3. Sector-focused job attainment skills that are identified by advisory committee;
 4. Transferable employability skills required to support their long-term resilience in the labour market; and
 5. Personal attitudinal and behavioural management skills for the workplace, such as teamwork and time management;
- ii. Sector-focused career planning and management skills to retain and advance in employment that can be obtained through activities such as:
 1. Individualized career counselling;
 2. Ongoing career planning;
 3. Personal attitudinal and behavioural management skills coaching such as positive attitude and responsible behaviours; and

4. Sessions on worker rights, including employee duties and employer obligations under the *Employment Standards Act, 2000*, and the *Occupational Health and Safety Act, 1990*.

Curriculum Development Agreement(s) and Training Delivery Agreement(s)

Where the Recipient will develop or update a training curriculum, or deliver training by itself, the Recipient will keep the following documentation:

i. Curriculum Development or Revision

1. Name and description of the curriculum;
2. Date curriculum will be delivered to the Recipient;
3. Credential to be obtained (for example, a certificate);
4. Proof of SAO employer endorsement; and
5. Reports on Project and Participant progress

ii. Training Delivery

1. Name and description of the training;
2. Duration of training;
3. Credential to be obtained (for example, a certificate);
4. Number of Participants to be trained;
5. Reports on Project and Participant progress; and
6. Proof of training delivery in Ontario.

Where the Recipient will work with delivery partners to develop or update the curriculum or deliver training, the Recipient will enter into curriculum or training delivery agreement(s) as outlined below, and provide payments as appropriate.

Curriculum Development Agreement(s):

If an existing curriculum requires revisions or if a new curriculum is to be developed, at a minimum, the curriculum development agreement(s) will include:

- i. Name and contact information of the curriculum developer;
- ii. Name and description of the curriculum;
- iii. Date curriculum will be delivered to the Recipient;
- iv. Credential to be obtained (for example, a certificate);
- v. Proof of SAO employer endorsement; and
- vi. A requirement for the curriculum developer to supply the Recipient with any reports on Project and Participant progress required by the Recipient to meet its reporting, monitoring and evaluation requirements in the Agreement.

Training Delivery Agreement(s):

At a minimum training delivery agreement(s) will include:

- i. Name and contact information of the training provider;

- ii. Name and description of the training;
- iii. Duration;
- iv. Credential to be obtained (for example, a certificate);
- v. Number of Participants to be trained;
- vi. Cost per Participant;
- vii. Training provider refund policies;
- viii. Requirement that the training provider give the Recipient any reports on Project and Participant progress required for the Recipient to meet its reporting requirements to the Province; and
- ix. Proof of training delivery in Ontario.

c. Sector-Focused Essential and Technical Skills Training (“Hard Skills Training):

The objective of this subcomponent is to provide Participants with sector-focused essential and technical skills training based on the needs of employers in the identified sectors (i.e. the skills required to obtain and succeed in the jobs for which vacancies, retention or advancement opportunities are identified by SAO employers and the advisory committee).

The Recipient will ensure Participants are provided with:

- i. Training that integrates essential and technical skills, as required to enter the jobs for which vacancies, retention or advancement opportunities are identified;
- ii. Any required workplace safety training (including certification) required;
- iii. Training opportunities that are short in duration (no longer than six months to accelerate entry to employment and generation of income); and
- iv. Training that will lead to an industry-recognized credential or certificate of completion endorsed by the delivery partners and advisory committee to support resilience in employment.

d. Sector-Focused Employment Services (Including Job Matching and Development):

The objective of this subcomponent is to provide Participants and employers with employment services including job search assistance, job matching and development, job shadowing, job placement, job coaching, screening support, onboarding and workforce retention support.

Participants

Under this subcomponent, the Recipient will ensure Participants are provided with:

- i. Job search assistance services, job coaching and support during the job search process;
- ii. Job matching and development services that identify Participants' skills and occupational interests and potential employment opportunities;
- iii. Job shadowing opportunities that will provide Participants with an understanding of how skills are applied in the workplace by observing existing employees at the workplace perform their jobs. This subcomponent will:
 - 1. Help Participants validate their work interests and skills and identify required workplace accommodation and training needs; and
 - 2. Be of a short-duration, as determined by the Participants and the SAO employer.
- iv. Job placement opportunities that will support Participants in bridging into sustainable employment through:
 - 1. Paid shorter-term experiential learning opportunities for Participants to practice and demonstrate skills learned in a workplace, replicating the work tasks associated with the job, as well as the opportunity to gauge whether the job is a good fit with their employment interests and goals;
 - 2. Offering SAO employers opportunities to gauge and evaluate Participants' skills, readiness for employment, and fit with the sector in advance of hiring; and
 - 3. Mentorship activities (for example, working with employers to identify and support mentors in the workplace, offering mentorship workshops and other activities as determined by the advisory committee).

Job placements are used in instances where there is potential to lead to permanent employment in an identified vacancy or advancement opportunity. Where job placements are used, the Recipient will work with the Participant and the SAO employer on establishing a placement agreement that details a plan and necessary supports required to achieve employment goals. Consistent with other Employment Ontario programs, exceptions may apply for Participants with disabilities.

The Recipient will ensure wages paid to the Participants during job placements meet all requirements under the *Employment Standards Act, 2000*.

Participants may participate in more than one job placement, depending on the vacancies identified by the delivery partners and advisory committee.

The Recipient will conduct at least one site visit prior to any job placements with each SAO employer to confirm the suitability and safety of the workplace.

Should a Participant accept an offer of employment prior to this subcomponent, the Participant is not required to participate in a job placement.

- v. Job coaching that prepares Participants for job placements and employment before the placement; and after the placement is completed, coaching in the form of regular monitoring of progress and ongoing support.

The Recipient will ensure that employment goals stated in the placement agreements are met by both the Participant and the SAO employer and offer the following services as required:

- i. Guidance and direction on the employer's expectations and workplace standards;
- ii. One-on-one, on-site training and support, including orientation to workplace health and safety as required;
- iii. Identifying, preventing and resolving issues as they arise during employment;
- iv. Working with the Participant and the employer to identify and make use of internal and external training as well as career development opportunities that align with the Participant's employment and career goals; and
- v. Building the Participant's work capacity and support on-the-job activities through monitoring activities such as site visits.

Screening Activities

Once the Participant has been matched with job shadowing or job placement opportunities, the Recipient will coordinate the following screening activities in accordance with article 10 in Schedules A and B where the employer advises it is necessary and the Participant has provided consent to same:

- i. Testing for manual dexterity or strength;
- ii. Drug screening; and
- iii. Criminal background checks:
 - 1. The employer reviews the criminal background/police records check to determine if it raises any relevant concerns about employment in the sector. If the record may present a barrier in the hiring process, but arguably does not raise any relevant concerns, the Recipient may advocate on behalf of the Participant (for example, demonstrating how they meet employers' identified needs);
 - 2. If the record raises relevant concerns about employment in the sector, the Participant may not move forward with that particular job shadow, job trial, or job placement;
 - 3. If the barrier is only with a particular employer, the Participant could potentially be matched to another employer in the sector;

4. If the barrier would apply across the identified employment sector, additional service planning by the Recipient and the Participant will be required to identify more appropriate employment goals.

Employers

Under this subcomponent, the Recipient will ensure employers are provided with sector-focused job matching and development services and other required employment services to support workforce development needs including:

- i. Screening services that support SAO employers in determining their workforce needs, screening and identifying Participants who are suitable matches based on their relevant skills, education and interests for any identified vacancies or advancement opportunities;
- ii. Coaching services where the Recipient acts as a liaison between the Participant and the employer, working with both sides to identify and resolve issues, as well as provides employers with assistance in evaluating and monitoring the Participant's job performance and progress; and
- iii. Onboarding and workforce retention support, such as recruitment support, onboarding new hires, and developing retention strategies that will help employers keep talented workers within their businesses.

e. Sector-Focused Retention and Advancement Services:

The objective of this subcomponent is to provide post-employment services to both Participants and employers for one year following the start of employment.

The Recipient will ensure that Participants are provided with sector-focused post-employment services that support Participants in retaining skills, succeeding, and advancing in employment in the identified sector. Post-employment services include ongoing individual case management, mitigation of risks to post-placement success and referrals to wraparound supports as required.

The Recipient will:

- i. Develop a follow-up plan with Participants upon conclusion of their placements, and identify a minimum number and frequency of communication to mitigate any potential risks to employment success;
- ii. Provide sector-focused career planning and management assistance, such as individualized career counselling and ongoing career planning; and
- iii. Sector-focused re-employment assistance, for example,
 1. If a Participant is unable to retain employment with the employer, work with the Participant to identify more appropriate employment opportunities and address any barriers to retention; and
 2. If a Participant is no longer interested in remaining in the sector, provide assistance to identify more appropriate employment opportunities outside of the sector, or refer the Participant to other EO Services.

8. FINANCIAL SUPPORTS

a. Employers

- i. The Recipient will ensure that financial supports:
 1. Offset additional supervisory or training costs for mentors to provide supervision to Participants, such that employers will not need to make additional investments to train Participants hired through SAO;
 2. Help employers to ensure that conditions are in place to support placement success (for example, adequate integration and supervision or mentorship available to Participants);
 3. Are available to employers to support paid release time for Participants to maintain ongoing contact with the Recipient to identify and mitigate risks to their placement success;
 4. Do not subsidize the placement Participant's wages; and
 5. Are not available to public sector and broader public sector employers.
- ii. The maximum employer support amount per job placement is up to \$1,000 (details of employer supports are set out in Schedule "H" of the Agreement).
- iii. Are reflective of the duration and intensity of support based on need and in accordance with Schedule "H".

b. Participants

- i. The Recipient will ensure that financial supports:
 1. Are available to Participants to return for employment services, for example, on a weekly or bi-weekly basis during job placements (details are set out in Schedule "H" of the Agreement);
 2. Are available to Participants to address temporary financial barriers to participation in SAO (details are set out in Schedule "H" of the Agreement);
 3. Are consistent with other EO programs, where exceptions may apply for Participants with disabilities as set out in Schedule "H" of the Agreement;
 4. In the form of job placement stipends (equivalent to the prevailing minimum wage for a maximum of 35 hours per week up to two weeks in duration) are available to Participants to support their first two weeks of a job placement, or employment, bridging the gap between their employment and their first pay cheque;
 5. For each job placement is appropriate for each Participant, and reflective of the duration of support;

6. Do not exceed a maximum of \$3,000 for both Participant Financial Supports and the Job Placement Stipend; and
 7. Are not provided to Participants who receive similar supports through other programs, for example under Ontario Works or Ontario Disability Support Program.
- ii. The Recipient will obtain Participant consent to contact and work with the social assistance case manager to ensure that Participants accessing social assistance programs:
1. Will receive the maximum amount of support appropriate (for example, if the Participant is eligible to receive greater support through work-related benefits than through the Project); and
 2. Will not receive supports concurrently from other social assistance programs to address the same barrier.

Note: Incumbent Workers are not eligible for the job placement stipend.

16. EOIS-CaMS

The Recipient will ensure that EOIS-CaMS is used to support the delivery of SAO, case management of Participants, and reporting of Participant and employer information to the Province.

The Recipient will:

- a. Comply with the Terms and Conditions of the SPRA EOIS-CaMS Registration and any directions and policies provided by the Province relating to the use of EOIS-CaMS;
- b. Use EOIS-CaMS in accordance with the EOIS Case Management System User Management, and EOIS-CaMS Service Provider User guides posted on the EOPG;
- c. Be responsible for all staff who are authorized to use EOIS-CaMS and ensure that only authorized staff have access to EOIS-CaMS and the Reporting Website;
- d. Use EOIS-CaMS to manage Participant cases and report Participant and employer data/information in a timely manner;
- e. Designate at least two staff in their organization who will be assigned the role of service provider registration authority (SPRA);
- f. Ensure that the SPRA is responsible for setting-up and maintaining access for authorized staff.

17. CUSTOMER SATISFACTION

The Recipient will:

- a. Provide 100% of Participants and employers accessing SAO services with a customer satisfaction survey to complete at exit; and
- b. Conduct the survey using questions provided by the Province.

18. MONITORING AND EVALUATION

a. Monitoring

Monitoring, under the Agreement, will be a collaborative effort between the Province and the Recipient. Its aim is to support continuous improvement. Some of the activities that can be expected during the life cycle of an Agreement include:

- i. Activity and financial reporting;
- ii. On-site compliance and evaluation visits;
- iii. Discussions via telephone; and
- iv. Correspondence by mail or e-mail.

b. Evaluation

If requested by the Province, the Recipient will assist the Province in its evaluation and performance management of the Project by:

- i. Contacting Participants and employers on behalf of the Province;
- ii. Contacting other stakeholders on behalf of the Province; and
- iii. Participating in evaluation activities conducted by or on behalf of the Province including surveys, interviews and discussion groups.

19. CUSTOMER SERVICE

Without limiting the generality of section 2.3 of the Agreement, the Recipient shall have comprehensive program management systems that include policies and procedures to ensure the delivery of quality customer services as well as adequate and appropriate human resource, management and administrative support.

The Recipient shall:

- a. Have:
 - i. a customer service charter that is posted and visible to customers;
 - ii. delivery site(s) and facilities and days/hours of operation that are posted and visible to customers;
 - iii. a customer complaint and resolution process in place.
- b. Have, at a minimum, the following three elements in their customer service charter:
 - i. believe in quality service;
 - ii. encourage feedback (compliments or complaints);
 - iii. will follow up on this feedback in a prescribed manner and timeframe.
- c. Ensure that delivery site(s) and facilities reflect customer need, including:

- i. accessible facilities or service provision at an accessible site;
 - ii. itinerant and/or mobile services where local need is identified;
 - iii. days or hours of operation that reflect customer need.
- d. Obtain the prior written consent of the Province to adjust their delivery site(s), facilities, or days and hours of operation.
- e. Ensure that extended evening and weekend hours of service are offered where there is identified need.
- f. Not be required to offer these services on statutory holidays.

20. DOCUMENTATION REQUIREMENTS

a. Employers:

The Recipient will ensure that its records relating to an employer contain:

- i. Proof of employer's eligibility;
- ii. Documentation of at least one site visit per employer, prior to any placements, to confirm that the employer can provide a suitable and safe workplace environment;
- iii. Employer declaration of WSIB or alternative workplace safety insurance coverage and third party liability insurance;
- iv. A completed SkillsAdvance Ontario Employer Registration form;
- v. Employer profile information, including size, sector and the Participant's occupational profile;
- vi. Information that describes the capacity of the employer and the workplace to provide relevant training;
- vii. A completed, signed copy of the SkillsAdvance Ontario Training Placement agreement;
- viii. An assessment of the employer's ability to fulfill placement commitments and to provide employment to the Participant after the training is completed which may include:
 - 1. Evidence of employer's request for placement supports;
 - 2. Information on placement duration(s); and
 - 3. Evidence of Recipient approval and payment of supports based on the job placement.

b. Participants:

The Recipient will ensure that records for Participants include:

- i. A completed, signed and dated SkillsAdvance Ontario Participant Registration form which contains the Province's notice of collection and the consent to the Province's indirect collection of personal information;
- ii. A statement on file that
 - 1. The Participant's photo identification has been reviewed; or
 - 2. Two pieces of government-issued identification have been reviewed (for example, social insurance number card, birth certificate), if the Participant does not have photo identification available; and

3. Proof of eligibility to work in Ontario has been reviewed (for example, permanent resident card, social insurance card);
- iii. Assessments, service referrals and evidence of progress;
- iv. A clear and achievable service plan for employment and or training;
- v. Rationale to support SAO participation, including suitability and employability information;
- vi. Clear explanations of how service is expected to improve employability;
- vii. Details of financial supports, such as:
 1. Reason for the supports;
 2. Amount of supports;
 3. Confirmation of income level; and
 4. Authorized signature for supports.

21. FACILITIES AND FACILITIES LEASES

a. Facilities

The Recipient will:

- i. Have the ability to deliver the Project in a facility that is readily accessible to all persons, including persons with disabilities; and
- ii. Where services are not fully accessible to persons with a physical disability, have a plan to accommodate these persons by serving them in an accessible location and/or through partnership with another organization.

b. Facility Leases

If relocation or revision of facility arrangements is required, the Recipient will obtain prior written approval from the Province to use the Funds for this purpose prior to entering into agreements or making financial commitments.

22. FRENCH LANGUAGE SERVICES

The Recipient will ensure that the Project is carried out in French, as directed by the Province, including providing the following in French:

a. Outreach

- i. Marketing materials (brochures);
- ii. Outreach strategies developed and conducted;

b. Verbal Communications

- i. Telephone;
- ii. In person, such as interviews, visits, meetings, workshops and information sessions and consultations;

c. Written Communications

- i. Correspondence such as letters and faxes;
 - ii. Email, interactive databases and Internet;
- d. Signage and Public Notices
 - i. Interior and Exterior;
- e. Forms and Documents
 - i. Stationery;
 - ii. All forms used for identification, certification or application such as licenses, and certificates; and
 - iii. Any document intended for public use.

If the Recipient is not directed by the Province to carry out the Project in French, the Recipient will ensure that individuals requiring French language services are referred to a designated service provider.

23. FORMS

The Recipient will use forms identified by the Province including the following:

- a. SkillsAdvance Ontario Participant Registration form;
- b. SkillsAdvance Ontario Employer Registration form; and
- c. SkillsAdvance Ontario Training Placement Agreement.

These forms are mandatory and cannot be altered by the Recipient.
These forms are available on the EOPG.

The Recipient will develop a separate document if it requires additional information or consents from the Participant.

24. INSURANCE

The Recipient will ensure that:

- a. Employers have sufficient insurance coverage purchased to meet the requirements. Details of the requirements are set out in the Employment Service Guidelines posted on the EOPG under sections 5.11 and 5.12.
- b. Employers comply with the insurance requirements and claims procedures and processes; and
- c. Participants and employers are aware of their workplace safety responsibilities.

25. TRANSFER PAYMENT COMMON REGISTRATION SYSTEM

The Transfer Payment Common Registration (TPCR) system is a mandatory central repository for organizations to register, view, and update their information in order to receive transfer payment funding from the Province. In order to establish a profile in the TPCR, the Recipient will follow the instructions posted on the TPCR system website to:

- a. identify an individual to function in the Administrator role;
- b. identify any additional individuals (Associate Users) who should have access to the organization's profile;
- c. verify the pre-populated information within the TPCR system;
- d. make any additions or edits required; and
- e. keep information up-to-date.

The Recipient will ensure that individuals receiving French language services are referred to a designated service provider.

10. FORMS

The Recipient will use forms provided by the Province including the following:
 a. SkillsAdvance Ontario Training Placement Agreement
 b. SkillsAdvance Ontario Employee Registration form and
 c. SkillsAdvance Ontario Employer Registration form.

These forms are mandatory and cannot be altered by the Recipient. These forms are available on the EOPG.

The Recipient will develop a separate document if it requires additional information or consent from the Participant.

11. INSURANCE

The Recipient will ensure that:
 a. all participants are covered by the Recipient's liability insurance;
 b. all participants are covered by the Recipient's workers' compensation insurance;
 c. all participants are covered by the Recipient's health insurance;
 d. all participants are covered by the Recipient's dental insurance;
 e. all participants are covered by the Recipient's vision insurance;
 f. all participants are covered by the Recipient's life insurance;
 g. all participants are covered by the Recipient's disability insurance;
 h. all participants are covered by the Recipient's long-term care insurance;
 i. all participants are covered by the Recipient's travel insurance;
 j. all participants are covered by the Recipient's other insurance.

12. THE RECIPIENT'S OBLIGATIONS TO THE PROVINCE

The Recipient will ensure that:
 a. all participants are covered by the Recipient's liability insurance;
 b. all participants are covered by the Recipient's workers' compensation insurance;
 c. all participants are covered by the Recipient's health insurance;
 d. all participants are covered by the Recipient's dental insurance;
 e. all participants are covered by the Recipient's vision insurance;
 f. all participants are covered by the Recipient's life insurance;
 g. all participants are covered by the Recipient's disability insurance;
 h. all participants are covered by the Recipient's long-term care insurance;
 i. all participants are covered by the Recipient's travel insurance;
 j. all participants are covered by the Recipient's other insurance.

SCHEDULE "D"

BUDGET

Sector Manufacturing and Agriculture

2019-2020

FUNDING CATEGORIES	AMOUNT
Operating Funds	\$-
Financial Supports for Employers and Participants	\$-
MAXIMUM SITE BUDGET	\$-

2020-2021

FUNDING CATEGORIES	AMOUNT
Operating Funds	\$980,778
Financial Supports for Employers and Participants	\$199,000
MAXIMUM SITE BUDGET	\$1,179,778

SCHEDULE "E"

PAYMENT PLAN

The monthly payment amount will be calculated as follows:

Maximum Funds / number of monthly payments *

*The number of monthly payments will be the number of calendar months for which there is Project activity for fiscal year(s) as specified in Schedule "C" Project Description and Timelines.

The last month's payment under this Schedule is subject to a hold back of 15% of the Maximum Funds. If the Funds paid under the Agreement are less than the Maximum Funds, the scheduled payment amount (and hold back amounts) will differ. The hold back will remain at 15% of actual Funds paid.

The funds subject to this hold back will be released by the Province, subject to adjustments as contemplated by the Agreement, upon Project completion. The Project is considered complete when the Province has received and reviewed all reports outlined in Schedule "F"

Pursuant to section 4.2c of the Agreement, the Province may adjust the monthly payment based on the Estimate of Expenditure Reports referenced in Schedule "H". For greater certainty, the Maximum Funds shall not be exceeded.

SCHEDULE "F"

REPORTING

ACTIVITY REPORTS

1. SkillsAdvance Ontario Pilot Start-up Progress Report and Compliance Questionnaire

2019-2020

For March 30, 2020 to May 31, 2020

Due Date: June 21, 2020

Quarterly Status and Adjustment Report (QSAR)

2019-2020

Report 2 January 1, 2020 to March 31, 2020

Due Date: April 20, 2020

2020-2021

Report 1 April 1, 2020 to June 30, 2020

Due Date: July 20, 2020

Report 2 July 1, 2020 to September 30, 2020

Due Date: October 19, 2020

Report 3 October 1, 2020 to December 31, 2020

Due Date: January 18, 2021

Report 4 January 1, 2021 to March 31, 2021

Due Date: April 19, 2021

FINANCIAL REPORTS

2. Estimate of Expenditure Report (EER)

2019-2020

Report 3 for March 30, 2020 to March 31, 2020

Due Date: April 3, 2020

2020-2021

Report 1 for April 1, 2020 to August 31, 2020

Due Date: September 11, 2020

Report 2 for April 1, 2020 to September 30, 2020

Due Date: October 16, 2020

Report 3 for April 1, 2020 to November 30, 2020

Due Date: December 14, 2020

Report 4 for April 1, 2020 to December 31, 2020

Due Date: January 15, 2021

Report 5 for April 1, 2020 to March 31, 2021

Due Date: April 5, 2021

Statement of Revenue and Expenditure Report (SRER)

2020-2021

For the period of April 1, 2020 to March 31, 2021

Due Date: June 14, 2021

3. Auditor's Report, if applicable

For the period March 30, 2020 to March 31, 2021

Due Date: June 14, 2021

4. Report Details

All reports will be submitted on the dates set out above. All reports above, except for the Auditor's Report, will be completed using a template provided by the Province. The templates will be available on the EOPG.

Requirements for the Auditor's Report are set out in Schedule "H".

SCHEDULE "G"

PERFORMANCE COMMITMENTS

Sector Manufacturing and Agriculture

2019-2020

*INTAKE

Participant (Jobseekers) Intake Target	0
Participant (Jobseekers) Placement Target	0
Participant (Jobseekers) Retention Target	0
Participant (Incumbent Workers) Intake Target	0
Participant (Incumbent Workers) Placement Target	0
Participant (Incumbent Workers) Retention Target	0

*Intake Targets are defined in Schedule "B"

2020-2021

*INTAKE

Participant (Jobseekers) Intake Target	60
Participant (Jobseekers) Placement Target	55
Participant (Jobseekers) Retention Target	49
Participant (Incumbent Workers) Intake Target	50
Participant (Incumbent Workers) Placement Target	0
Participant (Incumbent Workers) Retention Target	45

*Intake Targets are defined in Schedule "B"

2019-2021

CUSTOMER SERVICE

PERFORMANCE COMMITMENTS	MINIMUM STANDARD
Customer Satisfaction (Participant/Employer)	85%

2019-2021

PARTNERSHIP DEVELOPMENT DELIVERABLES

ACTIVITIES	COMPLETION DATE
Establish SAO Advisory Committee Governance structure	September 30, 2020
Develop a Sector-focused Recruitment plan (including orientation and service planning)	September 30, 2020
Develop sector-focused curriculum	September 30, 2020
Develop a sector focused pre-employment services ("soft skills training") framework	September 30, 2020
Develop a sector-focused essential and technical skills training ("hard skills training") framework	September 30, 2020
Develop job matching and job placement plan/arrangements	September 30, 2020
Develop sector-focused employment services and post-employment services plan	September 30, 2020

2019-2021

EMPLOYER AND WORKER SERVICES DELIVERABLES

ACTIVITIES	COMPLETION DATE
Lead delivery partners and SAO Advisory Committee to deliver Project activities	March 31, 2021
Deliver sector-focused recruitment activities (including orientation and service planning)	March 31, 2021
Deliver sector-focused pre-employment services ("soft skills training")	March 31, 2021
Deliver sector-focused essential and technical skills training ("hard skills training")	March 31, 2021
Deliver job matching and job placement activities	March 31, 2021

SCHEDULE "H"

AUDIT AND ACCOUNTABILITY REQUIREMENTS

Note to Auditors and other readers: Schedule "H", the Audit and Accountability Requirements, must be read in conjunction with the Agreement and its other Schedules.

1. Definitions

In this Schedule, the following terms have the following meanings:

- a. **"Capital Assets"** means capital assets (tangible and intangible), are identifiable assets that meet all of the following criteria:
 - i. are held for use in the provision of services, for administrative purposes, for production of goods or for the maintenance, repair, development or construction of other capital assets;
 - ii. have been acquired, constructed or developed with the intention of being used on a continuing basis;
 - iii. are not intended for sale in the ordinary course of operations; and
 - iv. are not held as part of a collection.

Tangible capital assets include land, buildings and equipment.

Intangible capital assets are identifiable non-monetary assets without physical substance.

- b. **"Multi-agreement holder"** means a Recipient that has two or more agreements with the Province within a single region or across more than one region.
- c. **"Project Accounting"** means that, where a Recipient has multiple projects, all costs will be allocated to a specific Project. These costs will then be reconciled with the sources of funding, ensuring accurate accounting. The Recipient may receive funding from multiple sources. For the purpose of Audit and Accountability Requirements, each Project has a separate source of funding. Project Accounting connects Recipient funding with Project activities to effectively track the financial progress of a Project.

2. Funding Categories

a. Operating Funds

Operating Funds are Funds used for direct expenditures related to the day-to-day direct delivery of all of the components of the Project as agreed to with the Province.

No more than 20% of the Operating Funds can be used for the Partnership Development and Sustainment (Management) component.

- i. Costs related to the provision of the Project that can be claimed against Operating Funds include:
 - 1. Staff and management salaries directly associated with the delivery of the Project;
 - 2. Hiring and training of staff (including professional development);
 - 3. Marketing (signage, print/paper/web ads, outreach, etc.);
 - 4. Facilities (rent);
 - 5. Facilities (mortgage payments, but only the interest portion of a mortgage payment is allowed as an operating cost);
 - 6. Funding of Projects undertaken by the Recipient, including the distribution of funds to relevant partners;
 - 7. Accounting services and auditor's fees
 - 8. Administrative costs (as described below, up to a maximum of 15% of the Operating Funds)
 - 9. Partnership Development and Sustainment (Management) (up to a maximum of 20% of Operating Funds)
 - 10. Sector-focused recruitment (including orientation and service planning)
 - 11. Pre-employment service delivery ("soft skills training")
 - 12. Essential and technical skills training ("hard skills training")
 - 13. Employment services (including job matching and placement)
 - 14. Retention services and ongoing case management (post-employment services); and
 - 15. Other direct operating expenditures related to delivery of the Project.
- ii. The Recipient will not use Operating Funds for:
 - 1. Termination, severance costs and bonuses; or
 - 2. Major capital expenditures, such as the purchase or construction of facilities.

b. Administration Costs

Recipients are able to attribute no more than 15% of Operating Funds for administration costs. Administration costs are indirect expenditures necessary for operating an organization but not directly associated with the delivery of the Project. For example, a portion of the salaries/benefits of the Executive Director, IT, and/or financial staff that work for the entire organization but may spend a portion of their time dedicated to administrative functions that support the Project may be claimed as Administration Costs.

c. Financial Supports for Employers and Participants are incremental supports to encourage employer and Participant participation. They are intended to support employers to ensure that the right workplace conditions are in place to support placement Participant success (i.e. adequate integration and supervision/mentoring of the placement Participant); and to support job placement Participants to maintain ongoing contact with service providers to identify and mitigate risks to their placement success.

- i. **Employer Supports** are funds (up to \$1,000 per placement) used to offset the cost of:
- ii. **Lost productivity of workplace mentors** assigned to assist Participants participating in a formal job placement.
 1. The rate for financial support related to mentorship is the assigned mentor's hourly or pro-rated wage, to a maximum of \$20/hour.
 2. The maximum amount payable to support workplace mentorship is equal to 26 hours x the maximum hourly wage of the assigned mentor, the equivalent of up to two hours per week for the three month recommended minimum duration of the job placement.
- iii. **Paid release time** for Participants participating in a formal job placement to return to service providers for employment services on a regular basis (e.g. weekly or biweekly).
 1. The rate for financial support related to paid release time is equal to the Participant's hourly or pro-rated wage, to a maximum of \$20/hour.
 2. The maximum amount payable to support paid release time is equal to the Participant's assigned hours of participation in employment services during regular business hours over the course of a job placement, up to 48 hours.
- iv. **Participant Supports** are funds (up to \$3,000 per Participant) available to address Participants' temporary financial barriers to participation in service components (from intake to completion of job placement).

1. Participant Financial Supports: These are available to all Participants (both Jobseekers and Incumbent Workers) under the following categories:

- a. Transportation;
- b. Food;
- c. Work clothing or uniforms;
- d. Special equipment for work, such as workplace accommodation needs;
- e. Emergency or occasional dependent care;
- f. Employer specific assessments, such as academic assessment, certification charges, language assessment; and
- g. Translation of academic documents.

Consideration of financial supports for Incumbent Workers is based on their current wage rates and the financial burden that is being incurred over and above their regular employment (for example, financial supports cannot be for costs that the Participants already bear with their regular employment)

2. Job Placement Stipend: These are available only to Participants who are Jobseekers to support the first two weeks of job placements or employment to bridge the gap between the start of their employment and their first pay cheque. Job placement stipend will be provided by the Recipient to the Participants as financial support, if required. Job placement stipend is not intended to subsidize or supplement wages for the job placements paid by the employers and is equivalent to the prevailing minimum wage for a maximum of 35 hours per week, up to two weeks in duration.

3. Financial Considerations

a. Funds

- i. Recipients' use of Funds is also subject to the following limits:
 1. Operating Funds are allocated against an identified level of service;
 2. In situations of co-location of the Project with other programs and services, Project funds must only be used to cover costs directly related to the delivery of the Project; this must be managed by applying Project Accounting principles;
 3. The Recipient will not transfer funds between budget lines (as set out in Schedule "D" unless it obtains the prior written consent of the Province; and
 4. The Recipient **should not anticipate** additional funds, although the Recipient should discuss any issues with the Province;
 5. Leasehold improvements directly related to the delivery of the Project require prior written approval from the Province.

b. Interest Earned

The Agreement sets out the requirements on Interest Earned.

- i. If the Recipient fails to identify interest earned in the Estimate of Expenditure Report EER(s) and the Statement of Revenue and Expenditure Report, then the following applies:
 1. The Province will deem interest to have been earned based on the average of unspent Funds reported on the EER(s) and the SRER using the current interest rate charged by the Province of Ontario on accounts receivable. This deemed interest amount will be considered revenue of the Recipient for the purposes of the EER(s) and the SRER; and
 2. Such failure will be considered an Event of Default in accordance with section 15.1 of the Agreement.

c. Bank Account

The Agreement sets out the requirements regarding deposit of the Funds into an interest bearing account in section 4.6 of the Agreement.

Although maintaining a separate bank account for Funds received from the Province is not a requirement under the Agreement, it is a strongly recommended practice.

d. Capital Assets

The Recipient is not required to report capital asset expenditures to the Province. However, the Recipient will maintain a separate record of capital asset expenditures for audit purposes in accordance with Article 7.2 of the Agreement.

e. Disposition of Assets

The Agreement sets out the requirements on Disposition of Assets.

Any money earned on the disposition of assets will be reported on the SRER (and any other reports specified by the Province) in the period when disposition of the asset occurs.

f. Deficits

The Recipient is accountable for managing the Funds and required to remain within its approved site allocations (per Schedule "D" of the Agreement). The Recipient will request prior written approval from the Province for an anticipated over-expenditure. Each request will be individually evaluated. The Recipient will

enclose copies of overspending approval documents from the Province with their financial reports (for example, EER or SRER as requested by the Province.

g. Tax Rebates

Reporting Province program expenditures net of tax rebates:

The Recipient will report all program expenditures net of any tax rebates or input tax credits.

h. Sample

Amount Recipient spent on goods/services		\$100.00
Amount of tax paid (example 13%)	\$13.00	
Less amount of tax rebate claimed (where rebate equals 80%)	<u>-\$10.40</u>	
Amount of tax expenditure	<u>\$ 2.60</u>	
Amount reported as Province Project expenditure		<u>\$102.60</u>

4. Instructions for Reports Required

Reports are complete if they are signed by a person with authority to bind the Recipient. Payments will be delayed if complete Reports are not received by identified due dates as directed by and in the form requested by the Province posted on the Employment Ontario website.

a. Estimate of Expenditure Report (EER)

The Recipient will submit to the Province Estimate of Expenditure Reports (EER) as required **in accordance with the instructions set out in Schedule "F"**. Each EER must identify the total expenditure for the defined period for each site using the best information available at the time, as well as the forecast of expenditures at March 31 of each year of the Agreement.

The Province will provide the Recipient with a template for the EER posted on the EOPG. The Recipient will complete the EER as directed by and in the form requested by the Province.

The Province may adjust payments based on each EER received during the year.

b. Statement of Revenue and Expenditure Report (SRER)

The Recipient will submit to the Province Statement of Revenue and Expenditure Reports (SRER) as required **and in accordance with the instructions set out in Schedule "F"**. The SRER is used as the basis for the Province's annual Reconciliation Report.

The Province will provide the Recipient with a template for the SRER posted on the EOPG. The Recipient will complete the SRER as directed by and in the form requested by the Province.

The SRER will verify that:

- i. Funds have been applied to costs directly related to the Project;
- ii. Funds received or expended in prior years for a similar project have not been included;
- iii. Funding and expenditures from other sources have not been included in the Report;
- iv. Project reported expenditures are net of tax rebates, credits and refunds referred to in section 4.9 of the Agreement;
- v. Shared costs have been properly apportioned to the Project using Project Accounting principles;
- vi. Interest earned on Funds has been credited to the Project;
- vii. Money earned on the disposition of assets has been credited to the Project and maintained in an interest-bearing bank account; and
- viii. Funds that were provided to the Recipient before the Recipient's immediate need for them were placed in an interest-bearing bank account in the name of the Recipient at a Canadian financial institution.

c. Auditor's Report

The Recipient will obtain an Auditor's Report when the Maximum Funds (set out in Schedule "B" of the Agreement) total \$150,000 or more. The audit of all SRERs will be conducted by an external auditor in accordance with Canadian Generally Accepted Auditing Standards. The auditor should verify, at a minimum, that proper and distinct accounts and records are maintained for program funds/expenditures by each budget line. The Auditor's Report will include an opinion on the SRER.

A copy of the full Auditor's Report will be submitted to the Province directly from the auditor.

An Auditor's Report is not required for Recipients who are:

- i. District School Boards or school authorities as defined in the Education Act, R.S.O. 1990, c. E2, as amended;
- ii. Universities established in Ontario that receive regular and ongoing operating funds from the government for purposes of post-secondary

- education;
- iii. Colleges of Applied Arts and Technology as defined in the Ontario College of Applied Arts and Technology Act, 2002. S.O. 2002, c. 8 Sch. F, as amended; or
- iv. Municipalities in Ontario as defined by the Municipal Act, 2001. S.O. 2001, c. 25, as amended.

Important Note: If additional details or corrections are necessary on the SRER, the Recipient's external auditor must verify any revisions in writing. The Province cannot accept unaudited information provided by a Recipient in support of their SRER.

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City of Kawartha Lakes Skills Advance Ontario Program Agreement

THE SERVICE AGREEMENT, effective as of the 16th of December, 2020 **(the "Effective Date")**

BETWEEN

Victoria County Career Services Inc. located in the City of Kawartha Lakes, Lindsay, Province of Ontario, Canada (Hereinafter referred to as **"VCCS"**).

AND

THE Corporation of the City of Kawartha Lakes, a municipality incorporated under the laws of the Province of Ontario **(Hereinafter referred to as the "City")**

WHEREAS The **City** and **VCCS** (referred to collectively as the **"Parties"**) are mutually desirous of cooperating in a pre-employment readiness, workforce development training program to be delivered to the residents and citizens of the **City** **(referred to collectively as the "Participants")** and employers of businesses located in the City **(referred to collectively as the "Employers")**.

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the **Parties** hereto agree as follows:

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement **(hereinafter referred to as "Agreement")** and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledge, the **Parties** enter into the following **Agreement**.

ENTIRE AGREEMENT

This **Agreement** with attached Schedules M, N and O constitutes the entire **Agreement** between the **Parties** hereto with respect to the subject matter hereof and its execution has not been induced by, nor do any of the **Parties** hereto rely upon or regard as material, any representation or writing not incorporated herein and made a part thereof.

The Ontario Transfer Payment Agreement Skills Advance Ontario (**SAO**) Agreement Number 40684 (**hereinafter referred to as the "Agreement 40684"**), including:

- Schedule "A" – General Terms and Conditions
- Schedule "B" – Project Specific Information and Additional Provisions
- Schedule "C" – Project Descriptions & Timelines
- Schedule "D" – Budget
- Schedule "E" – Payment Plan
- Schedule "F" – Reporting
- Schedule "G" – Performance Commitments
- Schedule "H" – Audit and Accountability Requirements

Including Addendums to The **Agreement 40684**:

- Schedule "J" - November 2019 Addendum to Contract 40684
- Schedule "K" - March 2020 Addendum to Contract 40684
- Schedule "L" - September 2020 Phase 1 Extension Addendum to Contract 40684

Constitute the context and framework for this **Agreement** and is incorporated by reference. Terms not defined herein are as defined in **Agreement 40684**.

This **Agreement** includes the following schedules:

- Schedule "M" - Program Description and Components
- Schedule "N" – SAO Program Funds
- Schedule "O" – VCCS Reporting

AMENDING THE AGREEMENT

The **Agreement** may only be amended by a written agreement duly executed by the **Parties**.

NOTICE

Any notice given under this **Agreement** shall be as follows:

a) To **VCCS**:

Brenda Roxburgh
Executive Director, VCCS
370 Kent St, Lindsay ON K9V 6G8
705-328-0180 ext. 227
Email: brenda@vccs.work

b) To The **City**:

Rebecca Mustard
Manager, Economic Development
Development Services, City of Kawartha Lakes
P.O. Box 9000, 26 Francis Street, Lindsay, ON, K9V 5R8
705-324-9411 extension 1395
Email: rmustard@kawarthalakes.ca

Contact details can be changed from time to time when provided in advance in writing to the other **Party**.

ACKNOWLEDGEMENT

VCCS:

- a. acknowledges that it has read and understands the provisions contained in the entire **Agreement**; and
- b. agrees to be bound by the requirements of this **Agreement** made between City.
- c. acknowledges that the **City** is bound by the terms of **Agreement 40684** between

The Province of Ontario as represented by the Ministry of Labour, Training and Skills Development (**hereinafter referred to as "Province"**) and **City**.

The **City**:

- a. acknowledges that it has read and understands the provisions contained in the entire **Agreement**; and
- b. agrees to be bound by the requirements of this **Agreement**.

BACKGROUND

The **Province** has approved funding for the **City** to deliver a Skills Advance Ontario (**SAO**) project. The **SAO** project initiative will provide skills training for workers in the manufacturing and agriculture sectors across the **City**.

IN WITNESS WHEREOF, the **Parties** have executed the Service Agreement on the dates set out below.

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

Name: Andy Letham Title: Mayor

Signature _____ Date _____

Name: Cathie Ritchie Title: Clerk

Signature _____ Date _____

"We have authority to bind the corporation pursuant to Council Resolution _____."

VICTORIA COUNTY CAREER SERVICE INC.

Name: Brenda Roxburgh

Title: Executive Director, **VCCS**

Signature

Date

SCHEDULE M: PROGRAM DESCRIPTION AND COMPONENTS

The **Agreement 40684** between the **City** and the **Province** includes roles and responsibilities for the **Delivery Partners** (“hereinafter referred to as Delivery Partners”) included in the **SAO** program. In some instances, roles and responsibilities of the City will be transferred to VCCS. This schedule will identify the roles and responsibilities of **Agreement 40684** as it relates to **VCCS**. Refer back to the appropriate part of the Agreement 40684 for more information and detail.

i. TERM

- a) This **Agreement** shall be effective commencing on December 16, 2020, ending on March 31, 2021 unless terminated in writing by either **Party** on the giving of notice.
- b) Either **Party** may terminate this **Agreement** at any time upon sixty (60) days prior written notice to the other **Party**, without default.
- c) The **City** may terminate this **Agreement** if **Agreement 40684** is terminated by the **Province** upon thirty (30) days prior written notice to **Fleming College**, without default.
- d) Either **Party** may terminate this **Agreement** immediately upon the other **Party** becoming insolvent, bankrupt or receiver or a receiver manager is appointed in respect of such **Party**.
- e) Either **Party** may terminate this **Agreement** on fifteen (15) days prior written notice in the event that the other **Party** is in default, unless such default was remedied within such fifteen (15) day period.

Definitions

The following definitions apply to this **Agreement**

“**Advisory Committee**” means a group that consists of representatives from

Employers, employment training providers, industry associations, labour and economic development organizations, and sector business development organizations. The advisory committee will:

- a. Advise on sector requirements, including identifying job vacancies to be filled;
- b. Develop relevant sector-focused employment services and skills training curriculum;
- c. Maintain the ongoing relevance of the workforce development activities;
- a. Ensure that objectives, milestones and outcomes are being met;
- b. Ensure that funding is being used for its intended purpose and that objectives stated in the **Agreement** are being met;

“EOIS-CaMS” means the Employment Ontario Information System-Case Management System.

"Employer" means a person or a firm registered in **SAO** and actively receiving **SAO** services; and/or informing the development and delivery of sector-focused employment and **Training Services** to ensure that **Participants** have the essential technical and employability skills to obtain entry-level employment with opportunities to advance in identified sectors.

“EOPG” means the Employment Ontario Partners’ Gateway, a provincially maintained website which provides support to service providers delivering Employment Ontario programs and services as part of the Employment Ontario network

“Delivery Partner(s)” means a group that consists of service providers, training providers, and community partners to carry out the **SAO** project components and subcomponents. The **Delivery Partner(s)** will:

- a. Actively participate in the **Advisory Committee**; and
- b. Participate actively in the reporting, monitoring and evaluation of the Program;
- c. Keep a record of progress and accomplishments to-date and maintain accurate financial records;

- d. Ensure that funding is being used for its intended purpose and that objectives stated in the **Agreement** are being met;
- e. Provide prompt and accurate reimbursement to **Employers** and **Participants**, according to the terms and conditions of the training or placement agreement; and
- f. Input and actively manage information in **EOIS-CaMS** as required under the **Agreement**.

"**FIPPA**" means the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. f. 31, as amended.

"**Funds**" means the money provided by The **City** to **Fleming College** pursuant to the agreement.

"**Incumbent Worker**" means a person registered in **SAO** as a Participant who is already employed but is either vulnerable in his or her current employment or faces barriers to advancement before receiving **SAO** services.

"**Jobseeker**" means a person registered in **SAO** as a **Participant** who is unemployed before receiving **SAO** services.

"**Participant**" means a person registered in **SAO** and actively receiving **SAO** services.

"**Province**" means Her Majesty the Queen in right of Ontario as represented by the Minister of Labour, Training and Skills Development

"**SAO**" means Skills Advance Ontario.

"**Sector**" means multiple employers or organizations that are in the same or a similar or related industry.

"**SPRA**" means Service Provider Registration Authority

1 INSURANCE, INDEMNIFICATION AND HOLD HARMLESS

- a) The **Parties** shall each indemnify, defend, and save the other harmless from and against all claims, losses, damages, judgments, costs, expenses, actions and other proceedings made, sustained, brought, prosecuted or threatened to be brought or prosecuted that are based upon, occasioned by, or attributable to any damages or loss or harm of any kind whatsoever, including but not limited to bodily injury to or death of a person or damage to or loss of property caused by any negligent act or omission on the part of the indemnifying party, its officers, employees, or agents arising out of this **Agreement**, to the extent of the coverage amounts in the policies of insurance provided for herein, provided that **VCCS** shall be responsible for the employees and volunteers while they are under **VCCS**'s supervision.
- b) **VCCS** will maintain comprehensive third party liability insurance, including professional liability insurance, in the amount of not less than \$2,000,000, covering claims brought against the **City** and its officers, employees, agents, or volunteers for legal liability caused by any negligent act or omission of **VCCS**, its officers, employees, students, agents or volunteers that occurs in connection with obligations under this Agreement. Such coverage shall not be cancelled or materially altered without thirty (30) days prior written notice to the **City**. **VCCS** shall provide the **City** with a Certificate of Insurance naming the **City** as an additional insured but only with respect to this **Agreement**.
- c) The **City** will maintain comprehensive third party liability insurance, including professional liability insurance, in the amount of not less than \$2,000,000, covering claims brought against **VCCS** and its employees for legal liability caused by any negligent act or omission of the **City**, its officers, employees, agents or volunteers that occurs in connection with the **City**'s obligations under this **Agreement**. Such coverage shall not be cancelled or materially altered without thirty (30) days prior written notice to **VCCS**. Upon request, the **City** shall provide **VCCS** with a Certificate of Insurance naming **VCCS** as an additional insured but only with respect to this **Agreement**.

2 LIMITATION OF LIABILITY

- a) In no event and under no circumstances shall either **Party** be liable to the other for any indirect, incidental, consequential or special damages, including without limitation, loss of revenue or loss of profits, for any reason whatsoever arising under this **Agreement**, whether arising out of breach of contract, tort or otherwise, whether foreseeable or not, and whether or not advised of the possibility thereof.

3 PAYMENT

- a) The **City** agrees to pay to **VCCS** the fees set out in **Schedule H of the Agreement 40684** attached hereto.
- b) Harmonized Sales Tax (“HST”) or Excised Sales Tax shall be in addition to the fees payable, otherwise hereunder if applicable. Taxes shall be shown separately on each invoice, if applicable.
- c) All fees shall be due on a net thirty (30) day basis from the date of receipt of the invoice. Overdue amounts shall bear interest at the rate of one (1%) percent per month (twelve (12%) percent per annum). These terms are in effect unless other payment terms are identified in **Schedule B** of the **Agreement 40684**
- d) **VCCS** agrees to carry out the **SAO** Program in accordance with the terms and conditions of this **Agreement**.
- e) The **City** agrees to reimburse **VCCS** for expenses incurred and otherwise recoverable in accordance with the terms of this **Agreement**, which expenses were incurred after April 1, 2020 and prior to or during the Term of this **Agreement**.
- f) Expenses submitted by **VCCS** will be broken out into categories as show in Schedule N.

4 PARTICIPANTS

- a. The **City** specifically acknowledges and agrees that all **Participants** shall abide by the rules and regulations, policies and procedures of **VCCS**, as amended from time to time.
- b. The **City** specifically acknowledges and agrees that any Participant who breaches the rules and regulations, policies and procedures of **VCCS** may be disqualified from the Training and their Training may be terminated at the option of **VCCS**. In such event there shall be no repayment of any training fees paid to that date.

5 OWNERSHIP OF INTELLECTUAL PROPERTY

- a. **The Parties** hereto acknowledge and agree that the intellectual and industrial property rights of each **Party** shall remain in any of the program's materials and information, supplied by them. To the extent that the program materials and information is developed under the terms of this **Agreement**, intellectual property rights in such programs shall rest and remain with **VCCS**.
- b. Any confidential information, trade secrets, proprietary information or other confidential information supplied by either **Party** to the other **Party** shall remain the property of the **Party** supplying such confidential information, during the term of and after the term of this **Agreement**.
- c. The **Parties** specifically acknowledge and agree that knowhow, expertise, training, program processes and other tools and materials used in delivering the Training Services, are the sole and exclusive intellectual property right of, and property of **VCCS**.

6 WARRANTY

- a. As a provider of Training Services, **VCCS** will warranty their delivery of these services and will be fit to provide their intended purpose.

7 FORCE MAJEURE

In no event shall **VCCS** be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including without limitation, funding changes, changes in laws or licensing requirements, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

Without limiting the generality of section 2.3 of the **Agreement**, the Recipient shall have comprehensive program management systems that include policies and procedures to ensure the delivery of quality customer services as well as adequate and appropriate human resource, management and administrative support.

8 CUSTOMER SERVICE

VCCS shall:

- a. Adhere to the Customer Service roles and responsibilities outlined in Schedule C Section 19 of **Agreement 40684** (p.46 – 47)
- b. Commit to providing Customer Satisfaction of 85% for **Participants** and **Employers** as outlined in Schedule G, Performance Commitments of **Agreement 40684** (p.56)

9 DOCUMENTATION REQUIREMENTS

VCCS will adhere to the **Participant** Documentation Requirements roles and responsibilities outlined in Schedule C Section 20 of **Agreement 40684** (p.47 – 48).

10 FORMS

VCCS will use forms identified by the Province including the following:

- a. SkillsAdvance Ontario Participant Registration form;
- b. SkillsAdvance Ontario Employer Registration form; and
- c. SkillsAdvance Ontario Training Placement **Agreement**.

These forms are mandatory and cannot be altered.

These forms are available on the **EOPG**.

If **VCCS** requires additional forms for the **SAO**, the **Parties** will jointly develop and review the documentation. See section 14(vi) of this **Agreement**.

11 FINANCIAL MANAGEMENT

Eligible expenses incurred by **VCCS** for **SAO** Program activities described in the **Agreement** will be reimbursed as applicable by the **City**. **VCCS** must maintain all relevant financial records of its **SAO** Program expenses. **VCCS** is required to submit all necessary invoices and back-up documentation outlining the details of such expenses to the **City** upon invoice by **VCCS**. **VCCS** agrees to keep original receipts for seven years after the end of the **Agreement**.

Maximum of Funds:

VCCS acknowledges that the Funds available to it pursuant to the **Agreement** will not exceed the Maximum Funds specified in Schedule "N" - SAO PROJECT FUNDS.

12.1 Rebates, Credits and Refunds:

VCCS acknowledges that the amount of Funds available to it pursuant to the **Agreement** is based on the actual costs to **VCCS**, less any costs (including taxes) for which **VCCS** has received, will receive, or is eligible to receive, a rebate, credit or refund.

12.2 Use of Funds:

VCCS agrees to:

- a. carry out the Program in accordance with the terms and conditions of the **Agreement**;
- b. use the Funds only for the purpose of carrying out the **SAO** Program;
- c. spend the Funds only in accordance with the budget;
- d. not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, including other Provincial or Federal organizations;

- e. not make any changes to the **SAO** Program, the timelines or the budget without prior written consent of the **City**.

12.3 Limitation on Payment of Funds:

VCCS acknowledges that the **Province** is not obligated to provide instalments of Funds to the **City** until it is satisfied with the progress of the Program. In turn, the **City** agrees to notify **VCCS** in a timely manner, should the **Province** make such funding changes or adjustments. **VCCS** acknowledges:

- a. the **Province** is not obligated to provide instalments of Funds to the **City** until it is satisfied with the progress of the **SAO** Program;
- b. the **Province** may adjust the amount of Funds it provides to the **City** in any Funding Year based upon the **Province's** assessment of required reports provided by the **City**, and the **City** in turn may adjust the amount of Funds it provides to **VCCS**; and
- c. if, pursuant to the *Financial Administration Act* (Ontario), the **Province** does not receive the necessary appropriation from the Ontario Legislature for payment under the **Province's SAO Program Agreement** with the **City**, the **Province** is not obligated to make any such payment, and, as a consequence, the **Province** may:
 - a. reduce the amount of Funds and, in consultation with the **City**, change the Program; or
 - b. terminate the **Province's SAO Program Agreement** with the **City**.

12 TRADEMARK AND TRADENAME

The **Parties** acknowledge that the respective trademarks of the other **Party** are the sole and exclusive property of that Party. **VCCS** agrees that the **City** has the right to use its trademark for the purposes outlined in this **Agreement** with regards to marketing and advertising materials.

13 SCOPE

This **SAO** is funded by the **Province**. This **SAO** will support the manufacturing and agriculture sectors in the **City** and is a pre-employment readiness training and

workforce development program. This program will support **Employers** to:

- a. Build a supply of skilled **Participants** who can meet their workforce development needs by providing training services to improve their workforce performance;
- b. Reduce turnover and associated recruitment and training costs;
- c. Demonstrate commitment to workforce development, including the advancement of **Incumbent Workers**; and
- d. Form effective and dependable workforce development partnerships with **Delivery Partners**.

This **SAO** will support **Participants** with:

- a. Training related to an occupation that offers positive labour market prospects;
- b. Essential, technical, and employability skills training, and on-the-job experience;
- c. Industry-recognized certificate or credential upon completion of training;
- d. The ability to sustain or advance from their current employment; and
- e. Sustainable employment (i.e. greater security through improved employment status)
- f. Sustainable employment (i.e. sufficient hours to sustain household income; greater security through improved employment status and reduced chance of getting laid-off).

14 OBLIGATIONS OF **VCCS**

VCCS shall:

- i. designate a qualified instructor trainer(s) to be in part responsible for the supervision and training of the **Participants**.
- ii. **VCCS** shall provide to the **Participants** the Training Services as described in **Schedule M** attached hereto, based on the **SAO** Program.
- iii. Unless otherwise set out in **Schedule M** hereto, the Training Services will be delivered at a site to be selected and provided by **VCCS**.

- iv. All personnel contracted by **VCCS** in the performance of its obligations hereunder shall be professionals, employees, contractors, or agents of **VCCS** and shall not be employees or agents of the **City**.
- v. Ensure that **Participants** meet the eligibility and suitability requirements identified in Schedule C, sections 4 and 5 of **Agreement 40684** (p. 32-33), which terms are incorporated by reference into this **Agreement**.
- vi. The **Participant** recruitment and intake process will be agreed to between the **Parties**. If there is a disagreement, the decision of the **City** supersedes that of **VCCS**.
- vii. The intake of **Participants** will be administered by **VCCS**.

15 OBLIGATIONS OF THE **CITY**

The **City** shall:

- i. be responsible for collaborating with **VCCS** in planning training of **Participants**, intake processes for the **Participants**, providing wrap around services for **Participants** and **Employers**, as outlined in Schedule M;
- ii. provide **VCCS** with sufficient information about the training needs to allow **VCCS** to provide training that meets the specific objectives of the **City's** training program;
- iii. determine, in conjunction with **VCCS's** representative\contact person, the dates and times when the facilities and resources are to be available at the training site;
- iv. assist **VCCS** in ensuring **Participants** complete any pre-training requirements in accordance with the **Agreement 40684** by the **City** staff dedicated to this **Agreement**. This will be done by providing guidance through the **SAO Advisory Committee**, working with **Employers** to understand their

needs, and by working in partnership with **VCCS** to develop the curriculum and assist in designing the delivery of the curriculum components **VCCS** is responsible for.

16 PROGRAM COMPONENTS

There are two program components under **SAO**:

1. Partnership Development
2. Employer and Worker Services

VCCS will ensure that the following program components and its/their subcomponents are delivered.

16.1 PARTNERSHIP DEVELOPMENT

VCCS and the **City** will:

- i. Develop employment and training service curriculum and delivery approaches that reflect knowledge of the sector's workforce development requirements through:
 1. Refocusing employment services to meet employability skills requirements (for example, sector-focused soft skills needs);
 2. Developing new training curriculum or revising existing curriculum to meet essential and soft skills needs; and
 3. Endorsing sector-focused employment and training services and curriculum by **Employers** and **Advisory Committee**;
- ii. Customize employment and training curriculum and delivery approaches to meet the needs of **Employers** by working with them to more fully articulate their training needs for the purposes of customization with the **Delivery Partners** and to ensure developed training and delivery approaches continue to meet **Employers'** needs on an ongoing basis.

16.2 EMPLOYER AND WORKER SERVICES

The objective of this section is to provide **Participants** with sector-focused essential, soft skills training based on the needs of **Employers** in the identified sectors (i.e. the skills required to obtain and succeed in the jobs for which vacancies, retention or advancement opportunities are identified by **Employers** and the **Advisory Committee**).

VCCS will provide training **Participants** and will ensure the following components and subcomponents are delivered (see **Agreement 40684**, Schedule C, section 8, pp.35 – 42):

- i. Sector-focused Recruitment (including Orientation and Service Planning);
 1. Orientation Activities
 2. Case Management and Access to SAO
 3. Service Planning
- ii. Sector-focused Pre-Employment Services (“Soft Skills Training”); and
- iii. Sector-focused Employment Services (including Job Matching and Development);
 1. Job Matching and Development
 2. Screening activities: **Participants**
- iv. Sector-focused Retention and Advancement Services

18. PERFORMANCE COMMITMENTS

Parties agree to a performance commitment of a total of 110 **Participants** trained through the **Job Seeker** and **Incumbent SAO** program. Changes to these commitments:

- i. Result in written agreeance by both **Parties**, that the Performance Commitments for training of **Incumbent Workers** or **Job Seeker Participants**, cannot be met; and
- ii. both **Parties**, will jointly provide written explanation of this change to the **Province**; which will be submitted by the **City**.

- iii. The **City** may advise **VCCS** of a reduced target, which shall be communicated in writing.

SCHEDULE N – SAO PROGRAM FUNDS

VCCS Program Funding:

VCCS will receive up to \$285,028 from the **City** to deliver the **SAO** services outlined in this **Agreement**.

There are three categories of funds: Operating, Financial Supports and Administration. The budget totals represent a total of funds available and represents a cap of funding available. However, the budget lines within a fund category is a guideline and representation of how the fund may be spent. See **Agreement 40684**, Schedule H, Section 3 Financial Considerations (p.61) for additional information on financial considerations.

1. OPERATING FUNDS

Operating Funds are Funds used for direct expenditures related to the day-to-day direct delivery of the **SAO** Program as agreed to with the **City**. Costs related to the provision of the **SAO** that can be claimed against Operating Funds include:

- a. Staff and management salaries directly associated with the delivery of the Project;
- b. Hiring and training of staff (including professional development) ;
- c. Sector-focused recruitment
- d. Pre-employment service delivery ("soft skills training")
- e. Employment services (including job matching and placement)
- f. Retention services and ongoing case management (post-employment services); and
- g. Other direct operating expenditures related to delivery of the Project.
- h. Administrative costs (as described below, up to a maximum of 15% of the Operating Funds)

VCCS will not use Operating Funds for:

- a) Termination, severance costs and bonuses; or
- b) Major capital expenditures, such as the purchase or construction of facilities.

2020 -2021

Operating funds		2020-2021 Budget
i.	Staff and management salaries directly associated with the delivery of the Project (including program coordination, support for Participants while being trained and program documentation)	\$8,500
ii.	Staff hiring and training (including professional development)	\$5,000
iii.	Facilities (rent)	\$4,850
iv.	Funding of Projects undertaken by the VCCS , including the distribution of funds to relevant partners (e.g. for curriculum development, training, etc.) (*)	\$22,000
v.	Sector-Focused Recruitment (including Orientation and Service Planning)	\$52,000
vi.	Sector-Focused Pre-Employment Services (“Soft Skills Training”) for Job Seekers	\$60,000
vii.	Sector-focused Employment Services (including Job Matching and Development)	\$13,000
viii.	Sector-Focused Retention and Advancement Services	\$27,500
TOTAL:		\$247,850

2. FINANCIAL SUPPORTS

The following funds are available for **VCCS** to access, as required to support the **Participants** during the program. These funds will be used when other options such as Ontario Works support are exhausted.

2020-2021

Financial Supports (for Employers and Participants)		2020-2021 Budget
i.	Employer supports. <ul style="list-style-type: none"> for lost productivity of workplace mentors and/or paid release time for Participants in a formal job placement (up to \$1,000 per trainee) (*) 	\$50,000
ii.	Participant supports (up to \$3,000 per person) (*)	\$149,000
iii.	Participant Financial Support	\$100,000
iv.	Job Placement Stipend	\$49,000
TOTAL		\$199,000

* In no instance can the combined Participant Financial Supports and the Job Placement Stipend exceed \$3,000 for a participant.

VCCS will notify the **City** of instances where employers require financial support for lost productivity of workplace mentors and/or paid release time for **Participants** in a formal job placement, **City** will be responsible for disbursement to **Employers**.

Agreement 40684 allows for a job placement stipend to be paid to support qualifying jobseekers for up to 2 weeks of their job placement. **The Parties** will work together to identify instances where this stipend can be paid. This stipend is based on the minimum wage of \$14.25/hr without allocation for any mandatory deductions. **VCCS** will be responsible for payment of any approved stipends, this will include any required tax slips.

3. ADMINISTRATION COSTS

VCCS is able to attribute no more than 15% of Operating Funds for administration costs. Administration costs are indirect expenditures necessary for operating an organization but not directly associated with the delivery of the **SAO**. For example, a portion of the salaries/benefits of the Executive Director, IT, and/or financial staff that work for the entire organization but may spend a portion of their time dedicated to administrative functions that support the Program may be claimed as Administration

Costs.

2020-2021 Administrative Costs (*)		2019 – 2021 Budget
i.	Supports (general and administrative **).	\$37,178.00

* Max 15% of the Operating Fund (Operating Fund = \$247,850 *15% = \$37,178.00

** Administration costs are indirect expenditures necessary for operating an organization but not directly associated with the delivery of the Project. For example, a portion of the salaries/benefits of the Executive Director, IT, and/or financial staff that work for the entire organization but may spend a portion of their time dedicated to administrative functions that support the Project may be claimed as Administration Costs.

Reimbursement of incurred costs:

The **City** will reimburse **VCCS** after receipt of an invoice(s) from **VCCS** for incurred costs. Payment to **VCCS** is subject to the receipt of funds provided to the **City** by the **Province** as per the monthly payment schedule outlined in the **SAO Agreement 40684**. The program is subject to a 15% holdback by the **Province** to ensure completion and submission of all documentation, this may impact the timing of payment of later claims by the **City** to **VCCS**.

The **City** will promptly pay invoices from **VCCS** subject having received the funds on hand from the **Province**. **VCCS** will not charge interest or penalties if the **Province** has not provided funds to **City**. In the event that the **Province** does not provide all required funding to the **City** to pay for incurred costs, the **City** will not be liable for any outstanding charges from **VCCS**. In the event that the **Province** discontinues funding to the **City**, the **City** will immediately notify **VCCS** so that **VCCS** may minimize incurring any program related costs, and **VCCS** may stop delivery of any further Training Services.

Schedule O: VCCS REPORTING

1. Program Reporting

VCCS agrees to provide regular reports to the **City** that will assist in the final preparation of the **Province** mandated reports as outlined in Reporting Schedule below. The **City** will, in turn, provide consolidated progress reports to **VCCS**.

2. Reporting Schedule

- a. Quarterly Status and Adjustment Report (QSAR)
 - i. Report 3 for the period October 1, 2020 to December 31, 2020
Due Date: January 15, 2021
 - ii. Report 4 for the period January 1, 2021 to March 31, 2021
Due Date: April 15, 2021
- b. Estimate of Expenditure Report (EER)
 - i. Report 4 for the period April 1, 2020 to December 31, 2020
Due Date: January 11, 2021
 - ii. Report 5 for the period April 1, 2020 to March 31, 2021
Due Date: April 1, 2021
- c. Statement of Revenue and Expenditure Report (SRER)
 - i. Report 1 for the period of April 1, 2020 to March 31, 2021
Due Date: June , 2021

3. Provision of Information Required by CKL

As a program provider, **VCCS** to provide the **City** with any reports on **SAO** Program and/or **Participant** progress required to meet its reporting requirements.

**City of Kawartha Lakes Skills Advance Ontario Program Agreement – Fleming
College**

Agreement

THE SERVICE AGREEMENT, effective as of the 16th of December 2020 (the
"Effective Date")

BETWEEN

THE SIR SANDFORD FLEMING COLLEGE OF APPLIED ARTS AND TECHNOLOGY,
a post-secondary educational institution incorporated under the laws of the **Province** of
Ontario (**Hereinafter referred to as "Fleming College"**).

AND

THE Corporation of the **City** of Kawartha Lakes, a municipality incorporated under the
laws of the **Province** of Ontario (**Hereinafter referred to as the "City"**)

WHEREAS The **City** and **Fleming College** (referred to collectively as the
"Parties") are mutually desirous of cooperating in a pre-employment readiness,
workforce development training program to be delivered to the residents and citizens of
The **City** (referred to collectively as the "Participants") and employers of businesses
located in The **City** (referred to collectively as the "Employers").

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the **Parties** hereto agree as follows:

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 is expressly acknowledge, the **Parties** enter into the following agreement.

ENTIRE AGREEMENT

This Service **Agreement** with attached Schedules constitutes the entire **Agreement** between the **Parties** hereto with respect to the subject matter hereof and its execution has not been induced by, nor do any of the **Parties** hereto rely upon or regard as material, any representation or writing not incorporated herein and made a part thereof.

This agreement (the “**Agreement**”), including:

Schedule "A" - GENERAL TERMS AND CONDITIONS

Schedule "B" - PROJECT DESCRIPTION AND REQUIREMENTS

Schedule "C" - SAO PROJECT FUNDS

Schedule "D" - REPORTING

Schedule "E" - PAYMENT SCHEDULE

AMENDING THE AGREEMENT

The **Agreement** may only be amended, varied, or modified by a written agreement duly

executed by the **Parties**.

NOTICE

Any notice given under this **Agreement** shall be as follows:

a) To **Fleming College**:

Linda Poirier

Vice President, Academic Experience

Fleming College

705-749-5530 ext. 1544 | linda.poirier@flemingcollege.ca

599 Brealey Drive, Peterborough, ON, K9J 7B1

b) To The **City**:

Rebecca Mustard

Manager, Economic Development

Development Services, City of Kawartha Lakes

P.O. Box 9000, 26 Francis Street, Lindsay, ON, K9V 5R8

705-324-9411 extension 1395 | rmustard@kawarthalakes.ca

Contact details can be changed from time to time when provided in advance in writing to the other **Party**.

ACKNOWLEDGEMENT

Fleming College:

- a. acknowledges that it has read and understands the provisions contained in the entire **Agreement**;
- b. agrees to be bound by the requirements of this **Agreement**; and
- c. acknowledges that the **City** is bound by the terms of The Ontario Transfer Payment **Agreement** Skills Advance Ontario (**SAO**) **Agreement** Number 40684 between The **Province** of Ontario as represented by the Ministry of Labour, Training and Skills Development and **City** of Kawartha Lakes (**hereinafter referred to as "Agreement 40684"**).

The **City**:

- a. acknowledges that it has read and understands the provisions contained in the entire **Agreement**; and
- b. agrees to be bound by the requirements of this **Agreement**.

BACKGROUND

The Ministry of Labour, Training and Skills Development (**Hereinafter referred to as "Province"**) has approved funding for the **City** to deliver a Skills Advance Ontario (**SAO**) project. The **SAO** project initiative will provide skills training for workers in the manufacturing and agriculture sectors across the **City**.

IN WITNESS WHEREOF, the **Parties** have executed the **Agreement** on the dates set out below.

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

Name: Andy Letham Title: Mayor

Signature

Date

Name: Cathie Ritchie Title: Clerk

Signature

Date

"We have authority to bind the corporation pursuant to Council Resolution

_____."

THE SIR SANDFORD FLEMING COLLEGE OF APPLIED ARTS AND TECHNOLOGY

Name: Linda Poirier Title: Vice President, Academic Experience

Signature

Date

Name: Mark Morden Title: Manager, Reporting & Accounting

Signature

Date

Schedule "A" - GENERAL TERMS AND CONDITIONS

The Ontario Transfer Payment **Agreement** Skills Advance Ontario (**SAO Agreement** 40684 between the **City** and Her Majesty the Queen in right of Ontario as represented by the Ministry of Labour, Training and Skills Development (**The Province**) (hereinafter referred to as "**Agreement 40684**") includes roles and responsibilities for the Delivery Partners ("**Delivery Partners**") included in the **SAO** program. **Fleming College** is one of two Delivery Partners of the resultant **SAO** program.

1. TERM

- a) This **Agreement** shall be effective commencing on December 16, 2020, ending on March 31, 2021 unless terminated in writing by either **Party** on the giving of notice.
- b) Either **Party** may terminate this **Agreement** at any time upon sixty (60) days prior written notice to the other **Party**, without default.
- c) The **City** may terminate this **Agreement** if **Agreement 40684** is terminated by the **Province** upon thirty (30) days prior written notice to **Fleming College**, without default.
- d) Either **Party** may terminate this **Agreement** immediately upon the other **Party** becoming insolvent, bankrupt or receiver or a receiver manager is appointed in respect of such **Party**.
- e) Either **Party** may terminate this **Agreement** on fifteen (15) days prior written notice in the event that the other **Party** is in default, unless such default was remedied within such fifteen (15) day period.

Definitions

The following definitions apply to this **Agreement**

“Advisory Committee” means a group that consists of representatives from employers, employment training providers, industry associations, labour and economic development organizations, and sector business development organizations. The advisory committee will:

- a. Advise on sector requirements, including identifying job vacancies to be filled;
- b. Develop relevant sector-focused employment services and skills training curriculum;
- c. Maintain the ongoing relevance of the workforce development activities;
 - a. Ensure that objectives, milestones and outcomes are being met;
 - b. Ensure that funding is being used for its intended purpose and that objectives stated in the **Agreement** are being met;

"Employer" means a person or a firm registered in **SAO** and actively receiving **SAO** services; and/or informing the development and delivery of sector-focused employment and **Training Services** to ensure that **Participants** have the essential technical and employability skills to obtain entry-level employment with opportunities to advance in identified sectors.

"FIPPA" means the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. f. 31, as amended.

"Funds" means the money provided by The **City** to **Fleming College** pursuant to the agreement.

"Incumbent Worker" means a person registered in **SAO** as a Participant who is already employed but is either vulnerable in his or her current employment or faces barriers to advancement before receiving **SAO** services.

"Jobseeker" means a person registered in **SAO** as a **Participant** who is

unemployed before receiving **SAO** services.

"Participant" means a person registered in **SAO** and actively receiving **SAO** services.

"Province" means Her Majesty the Queen in right of Ontario as represented by the Minister of Labour, Training and Skills Development

"SAO" means Skills Advance Ontario.

"Sector" means multiple employers or organizations that are in the same or a similar or related industry.

2. PROJECT SCOPE

This **SAO Program** is funded by the **Province**. This program will support the manufacturing and agriculture sectors in the **City** and is a pre-employment readiness training and workforce development program. This program will support **Employers** to:

- a. Build a supply of skilled **Participants** who can meet their workforce development needs by providing training services to improve their workforce performance;
- b. Reduce turnover and associated recruitment and training costs;
- c. Demonstrate commitment to workforce development, including advancement of **Incumbent Workers**; and
- d. Form effective and dependable workforce development partnerships with

Delivery Partners.

This project will support Participants with:

- a. Training related to an occupation that offers positive labour market prospects;
- b. Essential, technical, and employability skills training, and on-the-job experience;
- c. Industry-recognized certificate or credential upon completion of training;
- d. The ability to sustain or advance from their current employment; and
- e. Sustainable employment (i.e. greater security through improved employment status)
- f. Sustainable employment (i.e. sufficient hours to sustain household income; greater security through improved employment status and reduced chance of getting laid-off).

3. RECORD MAINTENANCE

Fleming College will keep and maintain for seven years after the end date of the **Agreement**:

- a. all financial records (including invoices) relating to the Funds or otherwise to the **SAO** 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 **SAO** Program.

4. INSURANCE, INDEMNIFICATION AND HOLD HARMLESS

- a. The **Parties** shall each indemnify, defend, and save the other harmless from and against all claims, losses, damages, judgments, costs, expenses, actions and other proceedings made, sustained, brought, prosecuted or threatened to be brought or prosecuted that are based upon, occasioned by, or attributable to any damages or loss or

harm of any kind whatsoever, including but not limited to bodily injury to or death of a person or damage to or loss of property caused by any negligent act or omission on the part of the indemnifying party, its officers, employees, or agents arising out of this **Agreement**, to the extent of the coverage amounts in the policies of insurance provided for herein, provided that **Fleming College** shall be responsible for the **Participants** while they are under **Fleming College's** direct supervision. Notwithstanding any provision in this **Agreement**, the above indemnity shall not extend to any contributory negligence of the **City**, its directors, officers, agents or employees.

- b. **Fleming College** will maintain comprehensive third-party liability insurance underwritten in the **Province** of Ontario, including professional liability insurance, in the amount of not less than \$2,000,000, covering claims brought against The **City** and its officers, employees, agents, or volunteers for legal liability caused by any negligent act or omission of **Fleming College**, its officers, employees, students, agents or volunteers that occurs in connection with obligations under this **Agreement**. Such coverage shall not be cancelled or materially altered without thirty (30) days prior written notice to The **City**. **Fleming College** shall provide The **City** with a Certificate of Insurance naming The **City** as an additional insured but only with respect to this **Agreement**.
- c. The **City** will maintain comprehensive third-party liability insurance underwritten in the **Province** of Ontario, including professional liability insurance, in the amount of not less than \$2,000,000 per occurrence, covering claims brought against **Fleming College** and its employees for legal liability caused by any negligent act or omission of The **City**, its officers, employees, agents or volunteers that occurs in connection with The **City's** obligations under this **Agreement**. Such coverage shall not be cancelled or materially altered without thirty (30) days prior written notice to **Fleming College**. Upon request, The **City** shall

provide **Fleming College** with a Certificate of Insurance naming **Fleming College** as an additional insured but only with respect to this **Agreement**

- d. The **City** unconditionally and irrevocably waives and releases all other claims, remedies, recourse or rights against the Crown in right of Ontario in respect of this **Agreement**, and agrees that it shall have no remedies, recourse or rights in respect of this **Agreement** against the Crown in right of Ontario, any Ministry, Minister, agent, agency, servant, employee or representative of the Crown or any director, officer, servant, agent, employee or representative of a Crown agency or a corporation in which the Crown holds a majority of the shares or appoints a majority of the directors or members, other than against **Fleming College** and its assets.

5. LIMITATION OF LIABILITY

- a. In no event and under no circumstances shall either Party be liable to the other for any indirect, incidental, consequential or special damages, including without limitation, loss of revenue or loss of profits, for any reason whatsoever arising under this **Agreement**, whether arising out of breach of contract, tort or otherwise, whether foreseeable or not, and whether or not advised of the possibility thereof.
- b. No claims or actions regardless of form may be brought by the **Parties** to this **Agreement** against each other or against a third party that may bring a claim against a Party to this for contribution and indemnity more than six (6) months after the facts giving rise to such claim or action have occurred, regardless of whether those facts by that time are known to, or ought reasonably to have been discovered by The **City** or **Fleming College** as the case may be.
- c. The limitations of liability in this section apply:

- i. regardless of the basis on which the **Parties** are entitled to claim, including but not limited to, breach of contract or tort (including, but not limited to, negligence);
- ii. to The **City** or **Fleming College**, their volunteers, directors, officers, employees, students, agents and subcontractors; and
- iii. to all claims that the **Parties** Agency may have against each other or third **Parties** that may have a claim against a Party to this **Agreement** for contributions or indemnity.
- iv. The liability of **Fleming College** under this Indemnity in respect of any Participant shall be limited to the amount of fees paid by The **City** in respect of such Participant.

6. PAYMENT

- a. **Fleming College** agrees to invoice the **City** for services rendered, as set out in Schedule "C" - **SAO PROJECT FUNDS**. Upon receipt of an invoice (with backup documentation to detail the expense) from **Fleming College** the **City** shall pay all fees within thirty (30) days.
- b. Harmonized Sales Tax ("HST") or Excised Sales Tax shall be in addition to the fees payable, otherwise hereunder if applicable. Taxes shall be shown separately on each invoice, if applicable.
- c. All fees shall be due on a net thirty (30) day basis from the date of the invoice. Overdue amounts shall bear interest at the rate of one (1%) percent per month (twelve (12%) percent per annum).
- d. The **City** agrees to reimburse **Fleming College** expenses incurred and otherwise recoverable in accordance with the terms of this Agreement, which expenses were incurred after April 1, 2020 and prior to the Term of this Agreement.

- e. Costs incurred by **Fleming College** prior to the effective date of this **Agreement** will be reimbursed by the **City** in accordance with this section.

7. PARTICIPANTS

- a. The **City** specifically acknowledges and agrees that all Participants shall abide by the rules and regulations, policies and procedures of **Fleming College**, as amended from time to time.
- b. The **City** specifically acknowledges and agrees that any Participant who breaches the rules and regulations, policies and procedures of **Fleming College** may be disqualified from the Training and their Training may be terminated at the option of **Fleming College**. In such event there shall be no repayment of any training fees paid to that date by **Fleming College**.

8. OWNERSHIP OF INTELLECTUAL PROPERTY

- a. The **Parties** hereto acknowledge and agree that the intellectual and industrial property rights of each Party shall remain in any of the program's materials and information, supplied by them. To the extent that the program materials and information is developed under the terms of this **Agreement**, intellectual property rights in such programs shall rest and remain with **Fleming College**.
- b. Any confidential information, trade secrets, proprietary information or other confidential information supplied by either Party to the other Party shall remain the property of the Party supplying such confidential information, during the term of and after the term of this **Agreement**.
- c. The **Parties** specifically acknowledge and agree that knowhow, expertise, training, program processes and other tools and materials used in delivering the Training Services, are the sole and exclusive intellectual property right of, and property of **Fleming College**.

9. WARRANTY

- a. The Training Services and training materials in the program are provided “as is” without any warranty of any kind, express, implied, or statutory including but not limiting warranties of title, merchantability or fitness for a particular purpose. All statutory warranties and other warranties are hereby explicitly disclaimed.

10. FORCE MAJEURE

- a. In no event shall **Fleming College** be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including without limitation, funding changes, changes in laws or licensing requirements, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

11. TRADEMARK AND TRADENAME

- a. The **Parties** acknowledge that the trademarks of the other **Party** are the sole and exclusive property of that **Party**. **Fleming** agrees that **The City** has the right to use its trademark for the purposes outlined in this **Agreement** with regards to marketing and advertising materials.

12. GOVERNING LAW

- a. This **Agreement** constitutes the entire **Agreement** between the **Parties** and is governed by the laws of The **Province** and the Federal Laws of Canada, as applicable.
- b. The **Parties** confirm that they each required this **Agreement** and all documents and notices in connection therewith be drawn up in English.

13. ASSIGNMENT

- a. This **Agreement** may not be assigned or subcontracted by either party without the prior written consent of the other.

14. ENUREMENT

- a. This **Agreement** shall ensure to the benefit of and be binding upon the **Parties** hereto and their respective successors and permitted assigns.

15. SEVERABILITY

- a. If any Article, Section or portion of any Article or Section of this **Agreement** is determined to be unenforceable or invalid by any court of competent jurisdiction and that decision is not appealed or appealable, for any reason whatsoever, that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this **Agreement** and such unenforceable or invalid Article, Section or portion thereof shall be severed from the remainder of this **Agreement**.

16. TERMINATION AND ASSIGNMENT

- i. The **Agreement** may be terminated at any time upon sixty (60) days written notice by either party. The **Agreement** may be terminated by the **City** if **Agreement** 40684 is terminated by the **Province**, upon thirty (30) days written notice to Fleming;
- ii. **Fleming College** acknowledges that the **Province** may terminate the **SAO** Program agreement at any time without liability, penalty or costs upon giving at least 30 days' notice to The **City**. In such circumstance, The **City** will immediately notify Fleming.

16.1 TERMINATION ON NOTICE

- a. **Termination on Notice.** The **City** may terminate the **Agreement** at any time without liability, penalty or costs upon giving at least 30 days' notice to

Fleming College if **Agreement** 40684 is terminated by the **Province**.

- b. **Consequences of Termination on Notice by The City.** If The **City** terminates the **Agreement** pursuant to section 16.1(a), The **City** may take one or more of the following actions:
- i. cancel all further instalments of Funds;

and
 - ii. determine the reasonable costs for **Fleming College** to wind down the **SAO** Program, with consideration to the following:
 - 1. permit **Fleming College** to offset such costs against the amount owing pursuant; and
 - 2. provide Funds to **Fleming College** to cover such costs.

17. Events of Default.

17.1 Each of the following events constitute an Event of Default:

- i. A breach of any representation, warranty, covenant or other material term of the **Agreement**, including failure to execute the following in accordance with the terms and conditions of the **Agreement**:
 - a. carry out the Program;
 - b. use or spend Funds;
 - c. provide reports in accordance with the **Agreement**;
- ii. **Fleming College**'s operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the **SAO** Program under which the **Province** provides the Funds;
- iii. Either Party 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
- iv. Either Party ceases to operate.

17.2 Consequences of Events of Default and Corrective Action. If an Event of Default on the part of Fleming occurs, The **City** may, at any time, take one or more of the following actions:

- i. initiate any action The **City** considers necessary in order to facilitate the successful continuation or completion of the Program;
- ii. provide **Fleming College** with an opportunity to remedy the Event of Default;
- iii. suspend the payment of Funds for such period as The **City** and **Fleming College** determines appropriate;
- iv. reduce the amount of the Funds;
- v. cancel all further instalments of Funds;
- and
- vi. terminate the **Agreement** without liability, penalty or costs to the **City** upon giving Notice to **Fleming College**.

If an Event of Default on the part of the **City** occurs, **Fleming College** may, at any time, take one or more of the following actions:

- i. provide the **City** with an opportunity to remedy the Event of Default;
- ii. demand the payment of an amount equal to any outstanding payments due, in accordance with section 6.0 of the **Agreement**, at the time of default; and
- iii. terminate the **Agreement** without liability, penalty or costs to **Fleming College** upon giving Notice to the **City**.

17.3 Opportunity to Remedy. If a party provides the other with an opportunity to remedy the Event of Default, the non-defaulting party will provide Notice to the defaulting party of:

- i. the particulars of the Event of Default; and
- ii. the Notice Period.

17.4 Recipient not Remedying. If a party has provided the other with an opportunity to remedy the Event of Default and :

- i. the defaulting party does not remedy the Event of Default within the Notice Period; or
- ii. it becomes apparent to the non-defaulting party that the defaulting party cannot completely remedy the Event of Default within the Notice Period; or
- iii. The defaulting party is not proceeding to remedy the Event of Default in the manner that has been collaboratively determined with the non-defaulting party,

the non-defaulting party may extend the Notice Period or initiate any one or more of the actions provided for in section 17.2.

17.5 When Termination Effective. Termination under this Article will take effect as set out in the Notice provided under 17.3, which must be at least 15 days.

18. PRINCIPLES OF COLLABORATION

The **City** and **Fleming College** agree to use the following guiding principles of collaboration:

- a. work cooperatively and in close consultation with each other and with their respective communities in order to develop and deliver the Program;
- b. abide by all requirements as detailed in this **Agreement** and requirements provided by the **Province**;
- c. trust and respect each other's organizational values and integrity;
- d. foster innovation and synergistic opportunities; and
- e. maintain accountability to each other, to the Funder and to their respective communities.

Parties Independent. Both **Parties** acknowledge that it is not an agent, joint venturer, legal partner or employee of the other party, and they will not represent themselves in any way that might be taken by a reasonable person to suggest that they are, or take any actions that could establish or imply such a relationship.

19.FINANCIAL MANAGEMENT

Eligible expenses incurred by **Fleming College** for **SAO** Program activities described in the agreement will be reimbursed as applicable by The **City**. **Fleming College** must maintain all relevant financial records of its **SAO** Program expenses. **Fleming College** is required to submit all necessary invoices and back-up documentation outlining the details of such expenses to the **City** upon invoice by **Fleming College**. **Fleming College** agrees to keep original receipts for seven years after the end of the **Agreement**.

Maximum of Funds:

Fleming College acknowledges that the Funds available to it pursuant to the **Agreement** will not exceed the Maximum Funds specified in Schedule "C" - **SAO PROJECT FUNDS** without prior written consent of the **City**.

19.1 Rebates, Credits and Refunds:

Fleming College acknowledges that the amount of Funds available to it pursuant to the **Agreement** is based on the actual costs to **Fleming College**, less any costs (including taxes) for which **Fleming College** has received, will receive, or is eligible to receive, a rebate, credit or refund.

19.2 Use of Funds:

Fleming College agrees to:

- a. carry out the Program in accordance with the terms and conditions of the **Agreement**;
- b. use the Funds only for the purpose of carrying out the Program;
- c. spend the Funds only in accordance with the budget;
- d. not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, including other Provincial or Federal organizations;
- e. not make any changes to the Program, the timelines or the budget without prior written consent of the **City**.

19.3 Limitation on Payment of Funds:

Fleming College acknowledges that the **Province** is not obligated to provide instalments of Funds to the **City** until it is satisfied with the progress of the Program. In turn, the **City** agrees to notify **Fleming College** in a timely manner, should the **Province** make such funding changes or adjustments. **Fleming College** acknowledges:

- a. the **Province** is not obligated to provide instalments of Funds to The **City** until it is satisfied with the progress of the **SAO** Program;
- b. the **Province** may adjust the amount of Funds it provides to The **City** in any Funding Year based upon the **Province's** assessment of required reports provided by The **City**, and The **City** in turn may adjust the amount of Funds it provides to **Fleming College**; and
- c. if, pursuant to the *Financial Administration Act* (Ontario), the **Province** does not receive the necessary appropriation from the Ontario Legislature for payment under the **Province's SAO Program Agreement** with The **City**, the **Province** is not obligated to make any such payment, and, as a consequence, the **Province** may:
 - a. reduce the amount of Funds and, in consultation with The **City**, change the Program; or
 - b. terminate the **Province's SAO Program Agreement** with The **City**.

Schedule "B" - PROGRAM DESCRIPTION AND REQUIREMENTS

1. PROGRAM OBJECTIVE

SAO is intended to support:

- a. Sector-focused work-force development in all aspects of delivery, including technical skills training and pre-employment, employment, and post-employment services;
- b. Employers with hiring, on-boarding and retaining employees and responding to employer skills requirements in the local economy; and
- c. Participants with succeeding and advancing in employment.

2. PARTNERSHIP DEVELOPMENT

Fleming College and The **City** will:

- i. Develop employment and training service curriculum and delivery approaches that reflect knowledge of the sector's workforce development requirements through:
 1. Refocusing employment services to meet employability skills requirements (for example, sector-focused soft skills needs);
 2. Developing new training curriculum or revising existing curriculum to meet essential and technical skills needs; and
 3. Endorsing sector-focused employment and training services and curriculum by Employers and advisory committee;
- ii. Customize employment and training curriculum and delivery approaches to meet the needs of Employers by working with them to more fully articulate their training needs for the purposes of customization with the delivery partners and to ensure developed training and delivery approaches continue to meet Employers' needs on an ongoing basis.

3. EMPLOYER AND WORKER SERVICES

The objective of this section is to provide Participants with sector-focused essential, soft skills training and technical skills training based on the needs of employers in the identified sectors (i.e. the skills required to obtain and succeed in the jobs for which vacancies, retention or advancement opportunities are identified by Employers and the advisory committee).

Fleming College will provide training to the following target groups:

1. **Jobseeker**

2. **Incumbent Worker**

- A. Employer Eligibility and Suitability

The **City** is responsible for recruitment **Employers** and **Participants**. They are responsible for confirming they meet the respective eligibility and suitability requirement.

Fleming College will direct **Employers** to The **City** for approval of any incumbent training they may identify during discussions with employers or **Participants**. Training will be selected to increase job security or to provide for potential advancement with the employer or with a future employer

- B. Sector-Focused Employment Services (“Soft Skills Training”):

Fleming College will ensure **Incumbent Workers** are provided with sector-focused soft skills training based on the needs of Employers including:

- i. Sector-focused employability skills to obtain, retain and succeed in employment, such as:
 1. Career readiness or soft skills;
 2. Leadership or supervisory training
 3. Transferable employability skills required to support their long-term resilience in the labour market; and
 4. Personal attitudinal and behavioural management skills for the workplace, such as teamwork and time management;
- ii. Sector-focused career planning and management skills to retain and advance in employment that can be obtained through activities such as:

1. Individualized career counselling;
2. Ongoing career planning;
3. Personal attitudinal and behavioural management skills coaching such as positive attitude and responsible behaviours;

C. Sector-Focused Essential and Technical Skills Training ("Hard Skills Training):

Fleming College will ensure Participants are provided with sector-focused technical skills training for Jobseekers and Incumbent Workers based on the needs of Employers including:

- i. Training delivered by **Fleming College** trainers and subject experts. Specific components of the training will be modularized for sector-focused requirements. Other training components will be tailored to sector and employer specific needs.
- ii. hard skills training with sector-focused skills in the manufacturing and agriculture sectors. The training will be typically focused on preparing Jobseekers for entry-level positions in the identified sectors.
- iii. hard and soft skills training with sector-focused skills in the manufacturing and agriculture sectors. The training will be typically focused on preparing Incumbent Workers for advancement.
- iv. Training that will lead to an industry-recognized **SAO** credential or **SAO** certificate of completion endorsed by **Fleming College** and advisory committee.

D. PERFORMANCE COMMITMENTS

Parties agree to a performance commitment of a total of 110 participants trained through the Job Seeker and Incumbent program. Changes to these commitments:

- i. Result in written agreeance by both **Parties**, that the Performance Commitments for training of Incumbent Workers or Job Seeker Participants, cannot be met; and
- ii. both **Parties**, will jointly provide written explanation of this change to the **Province**; which will be submitted by the **City**.

- iii. **The City** may advise **Fleming** of a reduced target, which shall be communicated in writing.

SCHEDULE 'C' – SAO PROJECT FUNDS

Fleming College Program Funding:

- i. **Fleming College** will receive up to \$532,450 from The **City** to deliver the services outlined in this agreement.
- ii. There are three categories of funds: Operating, Financial Supports and Administration. The budget totals represent a total of funds available and represents a cap of funding available. However, the budget lines within a fund category is a guideline and representation of how the fund may be spent.
- iii. The **Parties** use of Funds is also subject to the following limits:
 - a. Operating Funds are allocated against an identified level of service;
 - b. In situations of co-location of the **SAO** with other programs and services, funds must only be used to cover costs directly related to the delivery of the **SAO**; this must be managed by applying Project Accounting principles;
 - c. The **Parties** agree they will not transfer funds between budget lines (as set out in this Schedule unless it obtains the prior written consent of the **Province**; and
 - d. The **Parties should not anticipate** additional funds, although the **City** may discuss any issues with the **Province**

1. OPERATING FUNDS

Operating Funds are Funds used for direct expenditures related to the day-to-day direct delivery of the **SAO** Program as agreed to with The **City**. Costs related to the provision of the **SAO** Program that can be claimed against Operating Funds include:

- a. Staff and management salaries directly associated with the delivery of the Program;

- b. Hiring and training of staff (including professional development);
- c. Sector-focused recruitment;
- d. Employment service delivery ("soft skills training");
- e. Essential and technical skills training ("hard skills training");
- f. Other direct operating expenditures related to delivery of the Program; and
- g. Administrative costs (as described below, up to a maximum of 15% of the Operating Funds)

1.1 **Fleming College** will not use Operating Funds for:

- a. Termination, severance costs and bonuses; or
- b. Major capital expenditures, such as the purchase or construction of facilities.

Fleming College Operating Funds:

2020 -2021

Operating funds		2020-21 Budget
i.	Staff and management salaries directly associated with the delivery of the Program (including program coordination, support for participants while being trained and program documentation)	\$15,000
ii.	Staff hiring and training (including professional development)	\$5,000
ii.	Funding of Programs undertaken by the Fleming College including the distribution of funds to relevant partners (e.g.	\$32,000

	for curriculum development, training, etc.)		
iv.	Sector-Focused Employment Services (“Soft Skills Training”)		\$57,000
v.	Essential and technical skills training (“hard skills training”)	Job Seeker	\$150,000
		Incumbent	\$84,000
vi.	Other direct operating expenditures related to the delivery of the pilot/program. (including curriculum development, textbook, software and other required materials, and lease of computers from Fleming College specifically for SAO program delivery. I.e. Tool Trainers)		\$120,000
			\$463,000

2. ADMINISTRATION COSTS

Fleming College is able to attribute no more than 15% of Operating Funds for administration costs. Administration costs are indirect expenditures necessary for operating an organization but not directly associated with the delivery of the Program. For example, a portion of the salaries/benefits of the Executive Director, IT, and/or financial staff that work for the entire organization but may spend a portion of their time dedicated to administrative functions that support the Program may be claimed as Administration Costs

2019-2021

3 c. Administrative Costs (*)		2019 – 2021 Budget
i.	Supports (general and administrative **).	\$69,450

3. PAYMENT SCHEDULE

Payments will be issued to **Fleming College** by The **City** within 30 days of the date of the invoice submitted by **Fleming College** with the Estimate of Expenditure Reports outlined in Schedule D for the project activities as specified in this **Agreement** and set out in the invoice.

Schedule "D"- REPORTING

1. Program Reporting

Fleming College agrees to provide regular reports to The **City** that will assist in the final preparation of the **Province** mandated reports as outlined in Reporting Schedule below. The **City** will, in turn, provide consolidated progress reports to **Fleming College**.

2. Reporting Schedule

- a) Quarterly Status and Adjustment Report (QSAR)
 - i) Report 3 for the period October 1, 2020 to December 31, 2020
Due Date: January 15, 2021
 - ii) Report 4 for the period January 1, 2021 to March 31, 2021
Due Date: April 15, 2021
- b) Estimate of Expenditure Report (EER)
 - i) Report 4 for the period April 1, 2020 to December 31, 2020
Due Date: January 11, 2021
 - ii) Report 5 for the period April 1, 2020 to March 31, 2021
Due Date: April 1, 2021
- c) Statement of Revenue and Expenditure Report (SRER)
 - i) Report for the period of April 1, 2020 to March 31, 2021
Due Date: May 28 , 2021

3. Provision of Information Required by CKL

As a program provider, **Fleming College** is to provide the **City** with any reports on Program/Participant progress required to meet its reporting requirements.



Council Report

Report Number ED2020-029

Meeting Date: December 15, 2020

Title: Kawartha Choice FarmFresh Program Memorandum of Understanding (MOU)

Description: Kawartha Choice FarmFresh Program Memorandum of Understanding (MOU) between the Corporation of the City of Kawartha Lakes and the Greater Peterborough Area Economic Development Commission

Author and Title: Kelly Maloney, Economic Development Officer - Agriculture

Recommendation(s):

That Report ED2020-029, **Kawartha Choice FarmFresh Program Memorandum of Understanding (MOU)**, be received;

That the Kawartha Choice FarmFresh Program Memorandum of Understanding (MOU) as outlined in Appendix A to Report ED2020-029 be approved; and

That the Mayor and Clerk be authorized to execute the Kawartha Choice FarmFresh Program Memorandum of Understanding (MOU) between the Corporation of the City of Kawartha Lakes and the Greater Peterborough Area Economic Development Commission.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

The local food cluster is an identified economic driver in Kawartha Lakes and Peterborough. Peterborough & the Kawarthas Economic Development (PKED) and City of Kawartha Lakes (CKL) have a long history of collaboration.

In 2007, the City of Kawartha Lakes local food program, Kawartha FarmFresh merged with the Peterborough local food program, Kawartha Choice Farmland Foods, to form Kawartha Choice FarmFresh (KCFF) with the purpose of offering a local brand program to identify farmers, retailers, restaurants, farmers' markets and food service providers who focus on promoting farm products grown or produced in the City of Kawartha Lakes and Peterborough County and City.

The Kawartha Choice FarmFresh program has been delivered jointly since that time without a formal agreement. This report seeks to authorize the signing of a formal MOU recognizing the collaborative delivery of the KCFF Program.

Rationale:

CKL and PKED have a desire to formally recognize and build upon the successful relationship between the two parties in order to foster strategic priorities of mutual interest in an effective manner.

Primarily the MOU focus' on the Kawartha Choice FarmFresh (KCFF) Program with respect to the decision making, operation, funding and staff support for the purpose of advancing agriculture and food economic development activities across the combined region of the municipalities of the City of Peterborough, County of Peterborough and the City of Kawartha Lakes.

CKL has established strategic priorities for 2020-2023 and wishes to accomplish some of those priorities through joint strategic initiatives with partners, including PKED. As further refinement to the corporate strategic priorities the City of Kawartha Lakes Economic Development Strategy includes goals and actions to grow the agriculture and food cluster including production, value-added food processing and agri-culinary, supporting innovation and diversification to increase businesses and employment. The Kawartha Lakes Agriculture and Food Action Plan 2020-2024 identifies Goal 2: Enhance opportunities in value-added agriculture – Actions 2C – Explore further investment in KCFF-networks between producers & processors; 2D – Attract food processors; and 2E – identify gaps in food process and support more efficient use and access to existing facilities.

PKED's Five-Year Strategic Plan – Future Ready, has a goal to leverage the Region's mix of rural and urban assets and businesses, and through the KCFF program PKED can help identify opportunities and be an advocate for increased investment by our partners in technology, research and innovation (Action 2.4). Additionally, the Strategy calls to develop customized strategies to increase

growth in each targeted sector, including Agriculture and Tourism which includes conducting an inventory of assets, a gap and economic impact analysis, and a growth plan.

This Memorandum of Understanding has been developed between both parties to document the shared intent of CKL and PKED to develop an active and supportive relationship within which the respective organizations can advance their strategic priorities of mutual interest including growing the agriculture and food sector.

Other Alternatives Considered:

City Council could decide not to enter into the MOU and maintain the status quo where CKL has been providing much of the program support in recent years; however, that is not recommended as PKED is a key strategic partner to deliver on various economic development priorities which are jointly sought across both municipalities. This can result in even greater benefit by working together through the KCFF Program. On our own, Kawartha Lakes does not have the strength in resources that will be realized by formally documenting and committing to this collaborative agreement for joint program delivery.

Alignment to Strategic Priorities

Executing the proposed MOU will establish collaboration directly aligned with Council's strategic goals, namely:

1. A Vibrant and Growing Economy

The KCFF Program MOU will further Council's priorities of protecting and supporting agricultural land and businesses.

Financial/Operation Impacts:

There are no financial implications associated with this report. Ongoing activities require a level of funding determined through the development of the annual KCFF work plan and budget and will continue to be supported by CKL and PKED annual budget processes. Where possible external funding will also be sought to support significant initiatives, and larger initiatives involving financial contributions from CKL which are outside of the approved budget would come to Council for consideration.

Consultations:

City Solicitor
Manager of Economic Development
Peterborough & the Kawarthas Economic Development

Attachments:

Appendix A – Kawartha Choice FarmFresh Program Memorandum of Understanding (MOU) between the Corporation of the City of Kawartha Lakes and the Greater Peterborough Area Economic Development Commission



KCFF Program
MOU.docx

Department Head E-Mail: cmarshall@kawarthalakes.ca

Department Head: Chris Marshall, Director Development Services

THIS **MEMORANDUM OF UNDERSTANDING** made in duplicate this day of December, 2020

Between:

THE CORPORATION OF THE CITY OF KAWARTHA LAKES (“CKL”)

And

THE GREATER PETERBOROUGH AREA ECONOMIC DEVELOPMENT CORPORATION OPERATING AS PETERBOROUGH & THE KAWARTHAS ECONOMIC DEVELOPMENT (“PKED”)

RECITALS:

CKL and PKED have a desire to formally recognize and build upon the successful relationship between the two parties in order to foster strategic priorities of mutual interest in an effective manner.

Primarily the AGREEMENT focus’ on the **KAWARTHA CHOICE FARMFRESH (KCFF)** program with respect to the decision making, operation, funding and staff support for the purpose of advancing agriculture and food economic development activities across the combined region of the municipalities of the City of Peterborough, County of Peterborough and the City of Kawartha Lakes.

Strategic Priorities

CKL has established strategic priorities for 2020-2023 and wishes to accomplish some of those priorities through joint strategic initiatives with partners, including PKED. As further refinement to the corporate strategic priorities the City of Kawartha Lakes Economic Development Strategy includes goals and actions to grow the agriculture and food cluster including production, value-added food processing and agri-culinary, supporting innovation and diversification to increase businesses and employment. The Kawartha Lakes Agriculture and Food Action Plan 2020-2024 identifies Goal 2: Enhance opportunities in value-added agriculture – Actions 2C – Explore further investment in KCFF-networks between producers & processors; 2D – Attract food processors; and 2E – identify gaps in food process and support more efficient use and access to existing facilities.

Attached as Appendix "A" is a copy of the Kawartha Lakes Strategic Plan (2020-2023); Appendix “B” is a copy of the City of Kawartha Lakes Economic Development Strategy; Appendix “C” is a copy of the Kawartha Lakes Agriculture and Food Action Plan 2020-2024;

PKED’s Five-Year Strategic Plan – Future Ready, has a goal to leverage the Region’s mix of rural and urban assets and businesses, and through the KCFF program PKED can help identify opportunities and be an advocate for increased investment by our partners in technology, research and innovation (Action 2.4). Additionally, the Strategy

calls to develop customized strategies to increase growth in each targeted sector, including Agriculture and Tourism which includes conducting an inventory of assets, a gap and economic impact analysis, and a growth plan. Completed in March 2020, the Feasibility Study for a Local-Food Aggregation/Distribution Centre (LFDAC) conducted by Explorer Solutions recommends PKED to move forward with the development of a local-food aggregation/distribution centre. The short and medium term Roadmap (2020-2021) created as a result states: “Reassessing the strategic need and local interest for a LFDAC in relationship with the global pandemic realities and further validating the business idea on a smaller geographical area (Peterborough and neighbouring counties)”. This project uses the research portion of the feasibility study and complements the Roadmap.

Attached at Appendix “D” is a copy of Peterborough & the Kawarthas Economic Development Five-Year Strategic Plan – Future Ready;
Attached as Appendix “E” is a copy of Feasibility Study for a Local-Food Aggregation/Distribution Centre (LFDAC).

This Memorandum of Understanding has been developed between both parties to document the shared intent of CKL and PKED to develop an active and supportive relationship within which the respective organizations can advance their strategic priorities of mutual interest including growing the agriculture and food sector.

THIS AGREEMENT IS ENTERED for good and valuable consideration, the receipt and sufficiency of which are acknowledged.

ARTICLE 1.0: Interpretation of this AGREEMENT

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

(a) **AGREEMENT** means this memorandum of understanding, including its recitals and schedules, as amended from time to time.

(b) **CKL** means The Corporation of the City of Kawartha Lakes, a municipal corporation duly incorporation pursuant to the laws of the Province of Ontario. Where the context permits, the term also includes CKL's servants, employees, agents and delegated officials.

(c) **KCFF** means the Kawartha Choice FarmFresh brand program which is a local brand program to identify farmers, retailers, restaurants, farmers’ markets, food service providers, and agri-tainment businesses which focus on promoting farm products grown or produced in the City of Kawartha Lakes, County of Peterborough, and City of Peterborough. The general mandate of the program is to increase local food production, processing, and demand in the buy-local region of Peterborough and Kawartha Lakes.

(d) **KCFF MANAGEMENT COMMITTEE** shall be comprised of CKL Manager of Economic Development and PKED President and CEO or their designates, and CKL Economic Development Officer – Agriculture, PKED Rural Economic Development Officer, and any other staff and/or individuals as determined appropriate by the KCFF MANAGEMENT COMMITTEE from time to time.

(e) **PKED** means The Greater Peterborough Area Economic Development Corporation operating as Peterborough & the Kawartha Economic Development. Where the context permits, the terms also include PKED employees, agents and delegated officials.

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

ARTICLE 2.00 Framework Policy Statements

2.01 Policy Framework: The partners will seek strategic opportunities to engage the relevant departments of CKL and of PKED in projects, activities and initiatives which advance specific objectives and aspirations of the partners as outlined in the Recitals of the AGREEMENT.

Underpinning these specific program AGREEMENTS will be a spirit of partnership for mutual success manifested through:

- Open and frequent ongoing communication between the partners.
- A commitment to recognize and address issues and opportunities as they arise.
- Mutual support for the respective missions of both organizations including other relationships and initiatives necessary to their fulfillment.
- Sound financial management and accounting processes.
- Marketing initiatives by both parties.
- Funding gained from joint proposals to third parties.

2.02 AGREEMENT Description. For recognition purposes, the strategic relationship described by this AGREEMENT shall be identified as: The **Kawartha Choice FarmFresh Collaborative Partnership**.

2.03 Collaboration: Opportunities for collaboration within the KCFF Program may include projects and initiatives in the areas of:

- Marketing and promotion of the KCFF program (brand recognition) as per a Marketing Plan to be developed and reviewed annually,
- Development and support of a website platform to promote member businesses,

- Encouraging the purchase of local food (consumer demand -customers, institutional, retail, restaurant, wholesale, food service, etc.),
- Providing business-to-business networking opportunities,
- Developing print and/or digital mapping of member businesses,
- Installation and maintenance of directional signage to assist customers in locating businesses
- Sourcing and distributing brand promotional items and signage
- Providing business development consultation support for member businesses individually and collectively by email, phone, social media, information meetings, or webinars, training programs, and events either in-person or on-line.

Other opportunities for cooperation, collaboration and mutual support in general agriculture and food economic development and agri-tourism will be pursued and may include:

- Agriculture and Food Sector Workforce Development
- Agricultural Value-Chain growth and expansion including aggregation, processing and distribution.
- Agriculture and Food Business development projects

2.04 Documentation: Specific initiatives resulting from this strategic framework may be documented in separate agreement(s) as deemed appropriate by the KCFF MANAGEMENT COMMITTEE in the event significant financial commitments, including substantial additional staff time, are involved.

2.05 CKL Responsibilities: CKL shall, within prevailing resource limitations:

- Build and maintain a constructive understanding of the strategic priorities and services of PKED.
- Identify and act upon opportunities to work productively and cooperatively on projects of mutual benefit.
- Provide appropriate nominees for seats on the KCFF MANAGEMENT COMMITTEE and ad hoc task or project groups.
- Advocate and support PKED in grant and funding opportunities which are deemed to advance and support the intentions of the AGREEMENT.
- Engage CKL businesses and CKL members of KCFF in programs, activities or initiatives of potential benefit or interest.
- Provide membership support to CKL members within the KCFF program overall, as well as within specific projects such as the website platform, member promotion and marketing, training, etc. as determined annually by the KCFF

Management Committee within an annual work plan and at the outset of each initiative as per any project specific agreement.

- Promote the KCFF Program and its members jointly with PKED as well as independently to the extent feasible to support the goals of the program.
- Secure funds within annual CKL corporate budgets for collaborative and independent activities in support of the intentions of the AGREEMENT to the extent feasible. Contribute to the development of an annual KCFF Program budget.

2.06 PKED Responsibilities: PKED shall, within prevailing resource limitations:

- Build an understanding of the strategic priorities of CKL.
- Identify and act upon opportunities to work productively and cooperatively on projects of mutual benefit.
- Provide appropriate nominees for seats on the KCFF MANAGEMENT COMMITTEE and ad hoc task or project groups.
- Advocate and support CKL in grant and funding opportunities that are deemed to advance and support the intentions of the AGREEMENT.
- Engage PKED businesses and PKED members of KCFF in programs, activities or initiatives of potential benefit or interest.
- Provide membership support to PKED members within the KCFF program overall, as well as within specific projects such as the website platform, member promotion and marketing, training, etc. as determined annually by the KCFF Management Committee within an annual work plan and at the outset of each initiative as per any project specific agreement.
- Promote the KCFF Program and its members jointly with CKL as well as independently to the extent feasible to support the goals of the program.
- Secure funds within annual PKED corporate budgets for collaborative and independent activities in support of the intentions of the AGREEMENT to the extent feasible. Contribute to the development of an annual KCFF Program budget.

2.07 Decision Making: Matters relating to the KCFF program will be decided by consensus:

- by Staff Leads for each party, within the program work plan and program budget;
- by the KCFF Management Committee, determining the strategic priorities, program work plan and program budget; and
- by higher levels of authority such as senior staff and/or governing bodies of the parties as required by corporate policies where there are larger financial commitments and scope.

2.08 Operations: Daily operation and implementation of the KCFF program will be by the designated Staff Support and Leads identified by CKL and PKED, with the intent that staff from each organization primarily, but not exclusively, provide member support and customer service to businesses and consumers from their respective geographical areas. Where there is collaborative activities or external customer inquiries Staff

Support and/or Leads will endeavour to share the work equally as is reasonable, unless decided otherwise by the KCFF MANAGEMENT COMMITTEE or by a project-specific agreement.

2.09 Staff Support and Leads: Staff support for the KCFF program will be identified by CKL and PKED as available, and required to support ongoing operations and projects approved by the KCFF MANAGEMENT COMMITTEE in support of the intentions of the AGREEMENT to the extent feasible.

Staff Lead for CKL: Economic Development Officer – Agriculture

Staff Lead for PKED: Rural Economic Development Officer

ARTICLE 3.0: **Reporting/Contracts**

3.01 Responsibility: CKL Manager of Economic Development and PKED President/CEO will jointly oversee the overall strategic relationship to meet the objectives of the AGREEMENTs that flow from it.

3.02 Delegation: The Manager and the President/CEO may delegate other contacts for the purposes of specific programs, activities or initiatives that flow from this AGREEMENT.

3.03 Review: This AGREEMENT shall be reviewed once every four years by both parties commencing two years from the date of it first coming into force. An Interim Progress Report shall be prepared annually for review by the Manager and President/CEO, and a Progress report shall be prepared and presented to the governing bodies of the partner organizations at least once during each term of municipal council.

ARTICLE 4.0: **Funding**

4.01 Operational Funding: Ongoing activities will require a level of funding determined through the development of the annual KCFF Work Plan and Budget by the KCFF MANAGEMENT COMMITTEE and supported by CKL and PKED annual budget processes. Where financial support for a collaborative KCFF project is provided by one party to the other, having the lead for a project, the receiving party will track receipts and spending and report annually to the other party through financial statements.

4.02 Funding Agreements: Specific initiatives within this strategic framework may be documented in separate agreement(s) as deemed appropriate by the KCFF MANAGEMENT COMMITTEE where substantial financial commitments are involved.

4.03 Purchasing Policy: When one party takes the lead on any initiative that requires engagement of external vendors on behalf of both parties, that organization's Purchasing Policy shall apply. Where one party takes the lead on a project which involves collection of receipts from the other party, members or participants, that party

will be responsible for invoicing, reconciliation, payables and generating financial statements as applicable.

ARTICLE 5.0: **Miscellaneous**

5.01 **Notice:** The Notice provisions of Section 5.13 apply to this AGREEMENT.

5.02 **Successors:** The rights and liabilities of the parties shall ensure the benefits of and be binding upon the parties and their respective successors and approved assignees.

5.03 **Entire AGREEMENT:** This AGREEMENT and any agreements executed from time to time under Section 2 of this AGREEMENT constitute the entire agreement between the parties as it relates to this Framework Partnership AGREEMENT.

5.04 **Partial Invalidity:** If any article, section, subsection, paragraph, clause or subclause or any of the words contained in this AGREEMENT shall be held wholly or partially illegal, invalid or unenforceable by any court or competent jurisdiction CKL and PKED agree that the remainder of this AGREEMENT shall not be affected by the judicial holding, but shall remain in full notwithstanding any statute to the contrary.

5.05 **Relationship to Parties:** Nothing in the AGREEMENT shall create any legal or special relationship between the parties. It is specifically agreed that neither party is a partner, joint venture, agent or trustee of the other.

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

5.07 **Governing Law:** This AGREEMENT shall be construed in accordance with and governed by the laws of the Province of Ontario.

5.08 **Freedom of Information:** CKL and PKED acknowledge that this AGREEMENT is a public document and that both parties are required by law to adhere to the requirements of the Municipal Freedom of Information and Protection of Privacy Act, 1990, as amended. To meet these requirements, both parties will maintain all documents pertaining to the activities identified in the Framework (2.0) of this AGREEMENT in accordance with their Record Retention schedules.

5.09 **Ownership of Property:** Any brand name, logo, graphic or design of KCFF will be the property of CKL and PKED. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with CKL and PKED. Upon termination of this AGREEMENT, should one party choose to continue with the KCFF Program, the ownership of property will be transferred to the party which assumes management of the KCFF program.

5.10 Accessibility: CKL and PKED are committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with disabilities and are bound by the Standards under the Accessibility of Ontarians with Disabilities Act (AODA), 2005, as amended.

5.11 Counterpart: This AGREEMENT may be executed and delivered by electronic means in counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same AGREEMENT. The Parties agree that electronic signatures will have the same legal effect as original (i.e. ink) signatures and that an electronic, scanned, or duplicate copy of any signatures will be deemed an original and may be used as evidence of execution.

5.12 Independent Legal Advice: CKL and PKED acknowledge that it has either received or waived the benefit of its own legal advice with respect to the execution of this AGREEMENT.

5.13 Notice and Cancellation: This AGREEMENT shall remain in force until cancelled by either party or amended by mutual consent of both parties.

Notice to withdraw or formally amend this AGREEMENT may be initiated by either party by providing sixty days written notice to the other party at the following address:

TO CKL: City of Kawartha Lakes
 ATTENTION: Manager, Economic Development
 180 Kent Street West, Lindsay, ON K9V 2Y6
 rmustard@kawarthalakes.ca 705-324-9411 extension 1395

TO PKED: Peterborough & the Kawarthas Economic Development
 ATTENTION: President & CEO
 270 George Street North, Suite 102, Peterborough, ON K9J 3H1
 rkeenan@peterboroughed.ca 705-760-2127

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

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

MAYOR

CLERK

Having the Authority to Bind the Corporation

**THE GREATER PETERBOROUGH AREA ECONOMIC DEVELOPMENT
CORPORATION**

CHAIR, BOARD OF DIRECTORS

PRESIDENT/CEO

Having Authority to Bind the Corporation



Council Report

Report Number PW2020-001

Meeting Date: December 15, 2020

Title: Establishment of a By-Law to Regulate Road Occupancy and Closure

Description: Presented for Council consideration is the establishment of a By-Law to regulate the occupancy and closure of Municipal Roads

Author and Title: Bryan Robinson, Director of Public Works

Recommendation(s):

That Report PW2020-001, Establishment of a By-Law to Regulate Road Occupancy and Closure, be received; and

That the draft By-Law attached as Appendix A to Report PW2020-001 be approved and adopted by Council.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

The City of Kawartha Lakes has over 2900 center line kilometers of road to administer. It is the responsibility of the Roads Division within the Public Works Department to ensure public safety when travelling within the right of way and to manage liability related to activity within the rights of way.

The City has an existing encroachment by-law which was passed in October 2018 (2018-017 Consolidates City lands Encroachment By-Law). This by-law regulates placement of physical items on the right of way (vegetation, structures, buildings, etc.). The Public Works Department, in cooperation with the Engineering and Corporate Assets Department has recognized the need to establish a by-law to regulate activity on the road allowance.

Within the province, most municipalities regulate activity by a process known as Road Occupancy, where those wishing to undertake activity in the road allowance must obtain a permit to complete activity within a municipal right of way. The permitting process has been chosen to enable several benefits:

- 1) It allows the City to understand all activity to ensure there are no conflicts;
- 2) It allows the City to ensure the activity is being completed with appropriate safety measures in place (traffic control, pedestrian protection); and
- 3) It allows the City to obtain appropriate insurance documentation to mitigate liability of the City.

Within the City of Kawartha Lakes, we currently utilize an application based process to permit occupancy and closure of a road, however there is nothing expressly prohibiting such activity. When we discover unapproved activity, we do not have the authority to stop the activity.

This report addresses the creation of a by-law to enable staff to regulate activity in the road allowance.

Rationale:

Establishing the proposed by-law will enable Staff to better manage risks, liabilities and conflict related to activity within the municipal right of ways.

Although complimentary to the City Lands Encroachment By-Law (2018-017) the intent of this By-Law would be to enable staff to control, regulate and enforce activity.

Other Alternatives Considered:

Council could consider imposing a permit processing fee to recognize Staff time involved with processing the application and the additional resources potentially required from the Municipal Law Enforcement Division to investigate and regulate

the By-Law. Staff surveyed eight neighbouring municipalities and found a range of fees being charged. Three municipalities are charging no fees. Others range in fees from as low as \$35 up to \$180.

Alignment to Strategic Priorities

1. Healthy Environment

This report aligns with the priority of health environment as it enables authority of the City to control physical activity within the road allowance thereby ensuring that natural environmental features are protected or managed in an appropriate manner.

2. An Exceptional Quality of Life

This report aligns with the priority of exceptional quality of life by ensuring Staff are aware of all activity within the road allowance thereby ensuring appropriate notification is made to emergency services, bussing companies and residents where necessary.

3. Good Government

This report aligns with the strategic goal of good government by enabling staff to properly administer activity within our road allowances to ensure public safety and liability is managed. It is a consistent approach across the province.

Financial/Operation Impacts:

The current process for receiving and processing applications is free. At this time, Staff are not proposing to impose fees. Other municipalities both impose fees and sometimes take securities related to the work to ensure the restoration is to the satisfaction of the City. Staff are not proposing this at this time to avoid the administrative burden this would have.

As with any new by-law that has an enforcement component, there would be additional burden on the Municipal Law Enforcement Division. Staff can draw some comparison to the implementation of the Encroachment By-law to predict potential future impact. Staff anticipate that MLE Officers will investigate 50 complaints per year specific to this by-law. Council has received information in the past that indicated with current staffing levels the eight MLE Officers are able to investigate approximately 1600 complaints per year, before service levels are impacted. MLE Officers currently investigate over 2000 complaints per year and by-laws are being created with increasing complexity, with multi-departmental expertise required, such as with the Site Alteration By-law. Staff are currently over capacity, so creating this by-law without staff support could increase wait

times for all other investigations. Currently, investigations see approximately 1-4 week delay depending on priority.

Consultations:

Manager, Municipal Law Enforcement
Director, Engineering and Corporate Assets
Supervisor, Technical Services
Manager, Roads Operations (3)

Attachments:

Appendix A – Draft: A By-Law to Regulate Activity on a Municipal Road Allowance.



PW2020-001
Appendix A.pdf

Department Head E-Mail: brobinson@kawarthalakes.ca

Department Head: Bryan Robinson

The Corporation of the City of Kawartha Lakes

By-Law 2020-

A By-law to Regulate the Activity on Municipal Right-of-Ways in the City of Kawartha Lakes

Recitals

1. Section 11(2)(4) of the Municipal Act, 2001, provides that a municipality may pass by-laws respecting public assets of the municipality acquired for the purpose of exercising its authority under the Municipal Act, 2001.
2. Section 118, of the Municipal Act, 2001, provides that a municipality may, regulate the excavating, construction and use of trenches and may by by-law prohibit same unless a Road Occupancy and/or Road Closure Permit is obtained from the municipality which may also impose conditions with respect to the permit, including requiring the submission of plans
3. Section 425(1) of the Municipal Act, 2001, provides that a municipality may pass by-laws providing that a person who contravenes a by-law of a municipality is guilty of an offence.
4. Section 426(1) of the Municipal Act, 2001 provides that no person shall hinder or obstruct, or attempt to hinder or obstruct, any person who is exercising a power or performing a duty under a by-law passed under the Municipal Act, 2001.
5. Section 429 of the Municipal Act, 2001 provides that a municipality may establish a system of fines.
6. Section 446 of the Municipal Act, 2001 provides that a municipality may proceed to do things at a person's expense which that person is otherwise required to do under a by-law or otherwise but has failed to do.
7. Section 446 of the Municipal Act, 2001 provides that the costs incurred by a municipality in doing a thing or matter under section 446 may be recovered by adding the costs to the tax roll and collecting them in the same manner as taxes.
8. A by-law will enable Staff to better manage risks, liabilities and conflict related to activity within the municipal right of ways.

Accordingly, the Council of the Corporation of the City of Kawartha Lakes enacts this By-law 2020- .

Section 1.00: Definitions and Interpretation

1.01 Definitions: In this by-law,

“Activity” means the temporary occupancy of a right-of-way for any purpose outside its normal intended use by the City, Utility Company, or person(s);

“Applicant” means any person who applies for a Road Occupancy and/or Road Closure Permit;

“Boulevard” means all parts of a right of way except any roadway, shoulder or sidewalk;

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

“City of Kawartha Lakes Standards” means The City of Kawartha Lakes Standards, as amended from time to time, and are intended as guidelines for land development and City projects to aid in providing uniform designs throughout the Municipality and are to be used in conjunction with Ontario Provincial Standard Drawings (O.P.S.D.) and Ontario Provincial Standard Specifications (O.P.S.S.);

“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;

“Construct and or Construction” includes the erection, alteration, repair, dismantling, demolition, structural maintenance, land clearing, earth moving, grading, excavating, the laying of pipe and conduit whether above or below ground level, street and highway building, application of concrete, equipment installation and the alteration and the structural installation of construction components and materials in any form or for any purpose;

“Construction Equipment” means any equipment, tool or device designed or capable of use in construction or material handling, including but not limited to pile drivers, bulldozers, tractors, excavators, trenchers, cranes, derricks, loaders, scrapers, pavers, generators, off highway haulers or trucks, ditchers, compactors and rollers, pumps, concrete mixers and graders;

“Contractor” means a person who does work;

“Council” or “City Council” means the municipal council for the City;

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

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

“Emergency Work” means work undertaken for the immediate health, safety or welfare of the inhabitants of the City or for the preservation, protection or

restoration of property. The Director of Public Works shall be responsible for determining if work is deemed to be emergency as defined in this By-Law;

“Highway” includes a common and public highway (as defined at section 26 in the Municipal Act, 2001), street, avenue, parkway, laneway, driveway, square, place, bridge, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof;

“Inspector” means a Municipal Law Enforcement Officer, Provincial Offences Officer, Police Officer, Engineering Inspector or any other City staff delegated to enforce the By-law;

“Municipal Consent or Consent” means the written consent of the Engineering Department, with or without conditions, for access to and use of the Municipality's Rights-of-Way, subject to the obtaining of a Road Occupancy and/or Road Closure Permit as applicable;

“Municipal Law Enforcement Officer” means a person appointed by Council under Section 15 of the Police Services Act to enforce municipal by-laws;

“Obstruction” includes, but is not limited to any item, materials, equipment; construction vehicle, disposal or storage bin, etc. which has been placed on a city right of way;

“O.P.S.S.” means Ontario Provincial Standard Specifications, as amended;

“Order” means an Order to Comply issued in relation to the provisions of this By-law

“Owner” means any person, business, agency, corporation or organization which conducts an activity which would require municipal awareness and approval of the activity by the issuance of a permit;

“Person” includes a corporation and the heirs, executors, administrators or other legal representatives of a person to whom the context can apply according to law;

“Right of Way” means municipal property designated as Highways, Roadways, Lanes, Pathways and Walkways and includes features therein such as curbs, shoulders, boulevards, and drainage ditches;

“Roadway” means the part of a right of way that is improved, designed or ordinarily used for vehicular traffic, but does not include the curb, shoulder or boulevard;

“Road Closure” means preventing vehicle movement within a Highway which causes the need for a detour;

“Road Closure Permit” means written authorization issued by the City to undertake a Road Closure;

“Road Cut” means a surface or subsurface cut in any part of a right of way made by any means, including but not limited to any excavation, reconstruction, cutting, saw cutting, overlaying, crack sealing, breaking, boring, directional drilling, jacking or tunneling operations;

“Road Occupancy” means activity conducted within a municipal right of way without causing detour of traffic;

“Road Occupancy Permit” means written authorization issued by the City to undertake work as defined by Road Occupancy within a Right of Way;

“Settlement or Settled” means any sinking of the surface of a road cut in relation to the grade of the adjacent undisturbed right of way;

“Shoulder” means that part of a right of way immediately adjacent to the travelled portion of the roadway and having a surface that has been improved with asphalt, concrete or gravel for the use of vehicles;

“Sidewalk” means all parts of a right of way set aside for the use of pedestrians;

“Temporary Service Drops” means any infrastructure established to provide service to a customer until the permanent infrastructure is repaired or replaced.

“Traffic Control Plan” refers to a document outlining the particulars of vehicular and pedestrian traffic management required for any work conducted in a right of way.

“Utility or Utilities” means any structure(s) above or below ground which exists on a right of way used for the supply of public and private services includes, but not limited to electricity, natural gas, telephone, television and internet communication as well as water, sanitary and storm sewer use;

“Utility Company” means any company with the authority to construct within a Right of Way pursuant to provincial or federal legislation, By-law, franchise agreements or municipal access agreement;

Vehicle” means a motor vehicle, as per subsection 1.1 of the Highway Traffic Act;

“Warranty” means a guarantee by the Applicant to correct any deficiencies in relation to a Road Occupancy and/or Road Closure Permit for a period of 2 years after completion of the work; and

“Work of Major Nature or Duration” means any work that requires a road cut or that extends for a period of time greater than 12 hours.

- 1.02 **Interpretation Rules:** The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.
- 1.03 **Statutes:** References to laws in this by-law are meant to refer to the statutes, as amended from time to time, that are applicable within the Province of Ontario.
- 1.04 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

This by-law shall not exempt any person from the requirement to comply with any other City by-law. In the event of conflict between the provisions of this by-law and of any other City by-law, the more restrictive provisions shall apply.

Section 2.00: Restrictions

2.01 General Restrictions

No person shall:

- a) Construct, cause or permit construction within a right of way without a Road Occupancy and/or Road Closure Permit as required herein;
- b) Conduct any activity within a right-of-way without a Road Occupancy and/or a Road Closure Permit;
- c) Close or obstruct a highway or portion of a highway to traffic unless authorized to do so by the City;
- d) Fail to comply with any order issued pursuant to the provisions of this By-law;
- e) Conduct any activity on a right of way except in compliance with all conditions imposed by the City upon issuance of a Road Occupancy and/or a Road Closure Permit;
- f) Construct or conduct any activity on a right of way without a Road Occupancy and/or a Road Closure Permit on site and available for inspection.

Section 3.00: Permit Applications

3.01 Road Occupancy Permit Application

An applicant for a Road Occupancy Permit shall:

- a) Complete the prescribed application form and file it with the City not less than five (5) working days in advance of construction;

- b) Attach any documents required on the application form such as a Traffic Control Plan in compliance with the Ontario Traffic Manual;
- c) Provide proof of insurance which includes coverage which identifies the City as an additional insured and an endorsement to provide the City with 30 days notification of cancellation; and
- d) Provide an emergency contact individual details including a telephone number.

3.02 Road Closure Permit Application

An applicant for a Road Closure Permit shall:

- a) Complete the prescribed application form and file it with the City not less than fifteen (15) working days in advance of construction;
- b) Attach any documents required on the application form such as a Traffic Control Plan in compliance with the Ontario Traffic Manual;
- c) Provide proof of insurance which includes coverage which identifies the City as an additional insured and an endorsement to provide the City with 30 days notification of cancellation; and
- d) Provide an emergency contact individual details including a telephone number.

3.03 For applications requesting multiple road cuts, the City reserves the right to issue a single Road Occupancy and/or Road Closure Permit or request multiple Road Occupancy and/or Road Closure Permits for the works.

3.04 The Road Occupancy and/or Road Closure Permit shall become void if the work authorized by the permit is not commenced within sixty (60) calendar days of the date of issue.

3.05 Application for Extension of Existing Permit

- a) An existing Road Occupancy and/or Road Closure Permit may be extended, subject to the submission of a written request outlining any revised information and payment of the applicable fee.
- b) The City, at its discretion, may refuse to extend, or place conditions on the extension of a Road Occupancy and/or Road Closure Permit.

Section 4.00: Work Exempt from a Road Occupancy and/or Road Closure Permit

4.01 Exemptions include:

- a) Activities performed by the City's Public Works Division related to maintenance of the Right of Way which does not require a road closure;

- b) Activity or construction of less than 15 min in duration which does not cause any disruption to traffic flows, does not alter the Right of Way in any manner and does not alter any existing utilities.
- c) Work conducted on unassumed roads as part of an approved subdivision, site plan, Land Division, or Draft Plan Application prior to the subdivision being assumed by the City.
- d) Work or activity conducted in consent with Sections 41, 51, or 53 of the Planning Act and in accordance with the provision of such approval.

4.02 Emergency Work

- a) Emergency Work may be carried out prior to application for a Road Occupancy and/or Road Closure Permit, provided application is made on the same day the work is commenced.
- b) Emergency work performed by or under the direction of the Public Works Department is exempt from the permitting process.

Section 5.00: Permit Application Refusal

5.01 The City may refuse to grant a Road Occupancy and/or Road Closure Permit to any Applicant for the following:

- a) Previous violations of conditions of a Road Occupancy and/or a Road Closure Permit, or of any provisions of this By-law;
- b) Where roadway construction, reconstruction or resurfacing has occurred within the previous three years of the proposed road cut;
- c) A previously issued Road Occupancy and/or Road Closure Permit is active in the area proposed by the applicant and the granting of a secondary Road Occupancy and/or Road Closure Permit would create a construction conflict, or
- d) Any other reason the City may determine appropriate.

Where a Road Occupancy and/or Road Closure Permit has been refused, the City shall notify the Applicant in writing of the reason for the refusal.

Section 6.00: Permit Conditions

6.01 General Requirements

Every person who conducts, causes or permits any construction activity and/or temporary storage of materials on a right of way shall comply with the Road Occupancy and/or Road Closure Permit conditions below:

6.02 Notice Requirements for Road Closure

- a) Notify, in writing, residents and businesses impacted by work of major nature or duration as determined and directed to do so by the City, at least ten (10) working days prior to commencement of work with the following information:

- i. Description and rationale for the work;
- ii. The start date;
- iii. Duration of the closure;
- iv. Access restrictions and service interruptions;
- v. 24 hour, 7 day per week contractor contact information.

6.03 Locates

Locates shall be acquired in accordance with the Ontario Underground Infrastructure Notification System Act, 2012, S.O. 2012, c. 4, as amended. Damage to infrastructure shall be the sole responsibility of the Applicant.

6.04 Warning Devices, Barricades and Traffic Signs

- a) The Applicant shall supply, erect and maintain the required warning devices, barricades, and information and traffic signs, in accordance with the Occupational Health and Safety Act, R.S.O. 1990, chap. 0.1. as amended, and any applicable provincial traffic regulations, including but not limited to the Ministry of Transportation's Ontario Traffic Manual, Book #7 (Temporary Conditions).
- b) If the Applicant fails to comply with subsection 6.02(a), the City may revoke the Road Occupancy and/or Road Closure Permit and issue a stop work order.
- c) Work may only re-commence upon inspection and compliance with the Traffic Control Plan.

6.05 Contact

- a) The Applicant shall be responsible to provide 24 hour per day, 7 day per week response during the period for which the activity occurs.

6.06 Indemnification

- a) The Applicant shall indemnify the City from all causes of action, loss, costs or damages arising from the execution, non-execution or imperfect execution of any work authorized by this By-law whether with or without negligence on the part of the Applicant or the officers, agents, servants or workers of the Applicant.

6.07 Snow Removal and De-Icing

- a) Where the Road Occupancy and/or Road Closure Permit activity impedes snow removal and de-icing by the City, the Applicant shall be responsible for providing ice and snow removal services within the

limits of the work site. Such areas shall be cleared of ice and snow to the satisfaction of the City.

- b) Should the Applicant fail to complete the required snow removal services and de-icing within the requirements outlined in City Policy (C 124 EPW 010 and/or C 125 EPW 001, as amended), the City, without any notice to the Applicant, may arrange for the snow and ice to be removed by others. All costs incurred by such removal shall be at the sole expense of the Applicant.

6.08 Location and Times of Construction

- a) Construction may only take place within the location limits and times as specified on the Road Occupancy and/or Road Closure Permit. Work must comply with all Municipal By-Laws such as the noise regulation By-Law. Additional restrictions may apply and work may be prohibited at specific times and dates in order to coordinate with or avoid other work or Special Events in the area.
- b) The Road Occupancy and/or Road Closure Permit site shall be adequately protected and secured at all times.

6.09 Site Conditions

- a) The Applicant is responsible for maintaining the work site and keeping the surrounding area free of dust, mud and other debris. The Applicant shall clean the road and sidewalks as required to the satisfaction of the City.
- b) Prior to the start of any construction activity, filter cloth shall be placed between the frames and covers of all catch basins within the immediate area to prevent the entry of construction dirt and debris.
- c) The Road Occupancy and/or Road Closure Permit site is to be kept in a tidy condition satisfactory to the City. Upon completion of the work, the Applicant shall remove all surplus materials as well as any rubbish accumulated, make good any defects or damage and shall leave the site in a condition satisfactory to the City.

6.10 Road Occupancy and/or Road Closure Permit Transferability

- a) A Road Occupancy and/or Road Closure Permit is not transferable.

6.11 Public Transit Accommodation

- a) The Applicant shall coordinate all staging with municipal transit services and all private bus operators that operate within the work area. Special attention shall be given to loading and unloading areas for disabled persons and school buses.
- b) The Applicant shall maintain access to all existing bus stops within the work area. Where it is not practical to maintain access, the Applicant will be responsible for relocation and reinstatement of the bus stops, under the direction of the transit authority.
- c) When the proposed works involve the removal or the replacement of a utility pole that is being used for City of Kawartha Lakes signage

including but not limited to Bus Stop Signs, Parking Signs, and Public Information Signs, the Applicant shall arrange for the removal and replacement of City owned signage.

6.12 Responsibility for Claims and Maintenance

- a) City Staff will assess the condition of repairs.
- b) The cost of all damage repairs pursuant to applicable sections of this By-Law, shall be at the expense of the Applicant and the costs incurred by the City shall be paid by the Applicant forthwith.

6.13 Entrances

- a) City Staff will assess the condition of repairs.
- b) If any gravel, asphalt, concrete, interlocking, or other surfacing material from a driveway located within the boulevard is removed or damaged in the course of work undertaken with a Road Occupancy and/or Road Closure Permit, it shall be replaced as nearly to the original condition as it was installed.

6.14 Ground Cover Material and Vegetation

- a) City Staff will assess the condition of repairs.
- b) If any ground covering material and vegetation including sod and shrubbery located within the boulevard is removed or damaged in the course of the work undertaken with a Road Occupancy and/or Road Closure Permit, it shall be replaced as nearly to the original condition as it was installed, unless otherwise directed by the City.

6.15 Posting of Road Occupancy and/or Road Closure Permit

- a) No Person shall work on a right of way without a Road Occupancy and/or Road Closure Permit on-site and available for inspection.

6.16 Street Lighting

- a) Should the work involve the removal/replacement of utility poles having City owned luminaires (street lights) attached to them, these street lights shall be, at the applicant's sole expense, moved to, and mounted on the new utility pole. The luminaire will be connected to power by a qualified electrician and set at an elevation and location that is acceptable to the City. Any coordination with relevant utilities (e.g. Hydro One) is the applicant's responsibility

Section 7.00: Construction Conditions

7.01 General Road Occupancy and/or Road Closure Requirements

- a) The Applicant shall open a road cut in such a manner as to do the least possible damage to the right of way and to any utility or municipal service.

- b) The work shall proceed expeditiously and no Applicant shall allow a road cut to remain open for more than twenty-four (24) hours unless the work is actively in progress.
- c) The site shall be kept clean and safe, and sources of dust and mud controlled at all times until the final reinstatement has been completed. All dust and mud nuisance that is tracked from the site shall be promptly cleaned.
- d) The Applicant and contractor shall comply with and be bound by the provisions of the Ministry of Transportation's Ontario Traffic Manual, Book 7 (Temporary Conditions).

7.02 Excavated Materials and Road Cut Methods

- a) No Applicant shall place, cause or permit the placement of material or equipment in a location where, it will cause damage to the infrastructure it is placed on and/or create a traffic or safety hazard.
- b) Except as permitted by the City, where multiple road cuts are required with a separation distance of equal to or less than thirty (30) metres it shall be required that the Applicant reinstate the road cuts and resurface the right of way for the entire distance between the outer edges of each road cut.
- c) Where a road cut is made in any concrete surface, the Applicant shall break out and remove all concrete to the nearest expansion or contraction joint, using a concrete saw if necessary, to provide a clean vertical surface on all sides of the road cut; or as specified by the City.
- d) Where a road cut is made in asphalt pavement, the asphalt shall be cut with a mechanical cut device to produce a rectangular opening with edges which are vertically straight which is large enough to accommodate the proposed works without undermining the adjacent asphalt pavement.
- e) Where boring, directional drilling, jacking or tunneling is used for any subsurface road cut and if a cave-in, settlement or heaving results there from, the surface in the affected area shall be removed and reinstated by the Applicant in accordance with this By-law to the satisfaction of the City. Video inspection records shall be provided to the City upon request from a designated administrator of this By-Law.
- f) Where applicable, all works shall be completed to City Standards and Ontario Provincial Standards. City Standards shall take precedence over Ontario Provincial Standards unless otherwise directed by the City.

7.03 Reinstatement and Backfill Requirements

- a) The Applicant shall be responsible for:
 - i. The permanent restoration of a road cut subject to the provisions of this By-law; and
 - ii. The temporary restoration of every road cut that is not in a condition to be permanently restored by November 15th and is

responsible for the permanent restoration prior to May 1st of the following year.

- b) All reinstatements shall be done to current City Standards and O.P.S.S. standards. City Standards shall take precedence over Ontario Provincial Standards unless otherwise directed by the City.
- c) Temporary surfacing of a roadway with asphalt, concrete, or other surface material, the treated surface shall meet the following requirements:
 - i. The road cut shall be temporarily reinstated immediately after backfilling is completed;
 - ii. The reinstatement shall be to the same level as the adjacent surface; and
 - iii. Prior to the right- of- way being opened to traffic, the top seventy-five (75 mm) millimetres of the road cut shall be surfaced with hot mix asphalt, concrete, or, if hot mix asphalt is unavailable, with emulsified cold mix asphaltic material, all hand-tamped or rolled to a smooth, flat condition using industry standard practices and standard tamping or rolling equipment.

7.04 Contaminated Materials

- a) If contaminated material is found when excavating, the Applicant shall immediately notify the City and the Ontario Ministry of the Environment and comply with all applicable environmental, health and safety requirements. Contaminated material must not be used as backfill and must be disposed of in accordance with all legislative requirements.

7.05 Testing

- a) The City may at any time require an Applicant to provide, at their expense, such information, testing, and or certification as The City deems necessary to satisfy itself that the work as authorized is in accordance with this By-law.
- b) All testing required shall be completed in accordance with O.P.S.S.

7.06 Reporting Damage / Impact to Existing Utilities

- a) Any impact on existing utilities including, but not limited to, the protective coating, support, cathodic protection or the housing of the utilities, shall be reported to the City and applicable Utility Company immediately.
- b) The utilities shall remain exposed, with the excavation properly supported, until the utilities owner has assessed the damage and made a repair or authorized the Applicant to proceed.

7.07 Completion of Work

- a) Upon completion of the temporary surfacing or permanent reinstatement of the road cut, all excess material shall be removed

from the area of the road cut and the area shall be left in a safe, neat and clean condition to the satisfaction of the City.

Section 8.00: Cut Failure, Restoration and Warranties

8.01 Completion of Work

- a) For temporary reinstatement of the right of way, the Applicant is responsible for the repairs necessary to correct any road cut under the Ontario Minimum Maintenance Standards for Municipal Right of way, O.P.S.S. and City Standards as applicable.
- b) The applicant shall restore all parts of the right of way to be in compliance with the provisions of this by-law, including boulevards, driveways, ground cover and trees:
 - i. The repairs necessary to correct any settlement or surface deterioration for a warranty period of two years following the date of acceptance by the City of final reinstatement of the right of way, or being the last time the applicant repaired the road cut; and
 - ii. Any costs incurred by the City for any temporary and permanent surface repairs resulting from improper backfilling or compaction of the right of way or deficient materials shall be borne by the Applicant.
- c) If the Applicant has not done the work referred to in section 8.01(2)(a) hereof within twenty-four (24) hours notification, the City may order the work to be done at the Applicant's expense.
- d) Where an applicant fails to restore the right of way, including boulevards, driveways, ground cover or trees, an Inspector may issue an Order to Comply requiring the work to be done.

8.02 Emergency Repairs

- a) If the City is of the opinion that a road cut reinstatement or lack of reinstatement, has created an emergency situation which can cause damage to vehicles or endanger the public, the City may protect the area and make immediate repairs;
- b) All work done by the City pursuant to subsection 8.02(1) shall be at the expense of the Applicant and the costs of the City shall be paid by the Applicant.
- c) Where emergency repairs must be completed in relation to activities completed without a permit, the contractor and/or person who caused the road cut or damage shall be responsible for the costs incurred by the City as referred to in section 8.02(1).

Section 9.00: Roadway Obstructions

- 9.01 No person shall place or cause to be placed any obstructions including, but not limited to, construction material, landscaping material, disposal or

storage bins, construction vehicles or equipment on a right of way without obtaining a Road Occupancy and/or Road Closure Permit.

- 9.02 Where a roadway obstruction has been authorized by the City, the Applicant shall place traffic cones at each of the two roadside corners of the obstruction to delineate a potential traffic hazard.
- 9.03 No property owners shall obstruct, cause or permit the obstruction of any right of way in relation to work being done on their property without obtaining a Road Occupancy and/or Road Closure Permit.
- 9.04 A Road Occupancy and/or Road Closure Permit issued in relation to an obstruction must be posted on the adjacent property or boulevard so that it is visible from the street.

Section 10.00: Enforcement

- 10.01 This By-Law may be enforced by Municipal Law Enforcement Officers, Police, Director of Public Works or any other person designated.
- 10.02 No person shall hinder, or obstruct or attempt to hinder or obstruct, any person exercising a power or performing a duty or from conducting an inspection or a person performing corrective work under this By-law.
- 10.03 Any landscape or construction material removed from the right of way by the City may be treated as refuse by the City or become property of the City, which can be disposed of in any manner or used for any City purpose.
- 10.04 Any obstruction removed by the City may, at the discretion of the Director or Inspector, be stored at a City facility for thirty (30) days at the owner's expense
- 10.05 Any obstruction stored per section 10.4 shall only be released to the owner or applicant after the City has been paid the applicable fees for removal and storage of the obstruction. Any obstruction stored per section 10.4 for more than thirty (30) days and for which no owner or applicant has claimed and paid the applicable fees may be disposed of by the City in any manner it deems appropriate. An Inspector may:
 - a) require the production of documents or things relevant to the inspection;
 - b) inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
 - c) require information from any person concerning a matter related to the inspection; and

- d) alone or in conjunction with a person possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purpose of the inspection.

10.06 Order to Comply

- a) Where an Inspector is satisfied that there has been a contravention of any provision of this by-law, the Inspector may issue an order requiring the applicant, contractor, or owner of the property abutting the right of way on which the contravention has occurred, to stop work or do work to correct the contravention.
- b) An order shall set out:
 - i. Reasonable particulars of the contravention;
 - ii. The location of the contravention;
 - iii. The general nature of the work required to be done to restore the right of way, correct the contravention and/or stop work and obtain a permit; and
 - iv. The date by which the work must be done.
- c) An order issued to stop work may be issued for construction that is not in compliance with the conditions of a Permit, or where construction is taking place without a Permit.
- d) An order to stop work may require temporary restoration of the right of way and removal of all equipment and materials until compliance with the by-law.

10.07 Stop Work Order

- a) The City may issue a stop work order for construction that is not in accordance with the conditions of a Road Occupancy and/or Road Closure Permit or where construction is taking place without a required Permit:
 - i. A stop work order may require temporary restoration and removal of all equipment and materials off site until compliance with the bylaw is met.
 - ii. A stop work order shall be lifted once the City determines that all contraventions of this By-law have been rectified.

10.08 Remedial Action

- a) Where activity is completed without a permit, the Inspector shall investigate said activity and determine the violation.
- b) Where an order has been issued and compliance has not been achieved by the compliance date on the order, the City may cause the work set out in the order to be done.
- c) The City may recover the costs of doing any work undertaken pursuant to subsection (a) and (b), together with an administration charge equal to 25% of such costs, from the applicant, contractor or owner, by adding the cost to the property tax roll and collecting them in the same manner as property taxes, or by whatever other means available to the

municipality based on the person responsible. Any obstruction found on a roadway or right of way without a permit may be removed by the City without notice if it is deemed to be an immediate hazard.

- d) The Contractor or Person who cause the work to be performed will be required to apply for a permit. Any costs incurred by the City including but not limited to (Staff time, investigation time, PW approval, patrol and orders) will be charged to the Contractor or Person who caused the work and collected per means available within this By-Law.

10.10 Permit Revocation

- a) The Director may revoke a permit for any of the following reasons:
 - i. a violation of any condition of the Road Occupancy and/or Road Closure Permit or of any provision of this By-law;
 - ii. a violation of any provision of any other law relating to the work;
 - iii. the existence of any condition or the doing of any act constituting or creating a nuisance or endangering the lives or properties of others;
 - iv. where the Road Occupancy and/or Road Closure Permit has been issued on mistaken, false or misleading information;
 - v. where the work is not carried out in a diligent and workmanlike manner; or
 - vi. it was issued in error.

10.11 Non-Compliant Installations

- a) Where utilities are found to be constructed without a valid Road Occupancy and/or Road Closure Permit and/or in a location other than that approved by the City, the Utilities Company may be required to, at its own expense, immediately remove the utilities and/or relocate work in compliance with the approved design and restore the site to the satisfaction of the City.

10.12 Service of Order or Notice

- a) The service of all Orders or Notices from the City may be:
 - i. Served personally upon the applicant, contractor or owner;
 - ii. Same as listed
 - iii. Mailed by registered mail to the last known address of the applicant, contractor or owner.
- b) If served by registered mail, an Order shall be deemed to have been served on the fifth day after mailing

Section 11.00: Penalty and Offence

- 11.01 Offence and Penalty: It is an offence for a person to contravene any provision of this by-law, and every person who contravenes this by-law is guilty of an offence and, on conviction, is liable to a fine in accordance

with the provisions of the Provincial Offences Act, R.S.O. 1990, Chapter P.33, as amended and to any other applicable penalty.

- 11.02 Offences: Any person who contravenes any provision of this by-law is guilty of an offence, and upon conviction, is liable to a maximum fine of not more than \$100,000.00, as provided for by Section 429 of the Municipal Act, 2001, S.O.2001, c.25 as amended.
- 11.03 Corporation: A director or officer of a corporation who knowingly concurs in the violation or contravention by the corporation of any provision of this by-law is guilty of an offence and upon conviction, is liable to a maximum fine of not more than \$100,000.00, as provided for by Section 429 of the Municipal Act, 2001, S.O.2001, c.25, as amended.
- 11.04 Multiple Offences: The conviction of a person for the contravention or breach of any provision of this by-law shall not operate as a bar to the prosecution against the same person for any subsequent or continued breach or contravention of any provision of this by-law. Each day that the offence continues shall be deemed a separate and distinct offence.
- 11.05 Court Order: 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.

Section 12.00: Administration and Effective Date

- 12.01 **Administration of the By-law:** The Director of Public Works and the Director of Engineering and Corporate Assets are responsible for the administration of this by-law.
- 12.02 **Effective Date:** This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this [redacted] day of [redacted], 202[redacted].

Andy Letham, Mayor

Cathie Ritchie, City Clerk



Council Report

Report Number WWW2020-009

Meeting Date: December 15, 2020

Title: Backwater Valve Subsidy Program

Description: Presenting an option for a Backwater Valve Subsidy Program as requested by Council.

Author and Title: Robert MacPherson, Water & Wastewater Technician

Recommendation(s):

That Report WWW2020-009, **Backwater Valve Subsidy Program**, be received.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

As outlined in previous reports and presentations, there are a number of potential causes for sewer backups into building basements. The majority of causes are due to unmaintained foundations cracking and leaking, failures in the properties weeping system, and issues in the private sanitary lines such as blockages caused by roots, grease, non-flushable items, age of infrastructure and buildup of calcite around cracks and leaks in a pipe. On certain occasions (rare in the City of Kawartha Lakes), an extreme weather event can cause the collection system to reach capacity and begin to travel back up sewer laterals and potentially into people's basements. This was experienced on January 11, 2020 when CKL experienced 60 mm of rainfall in a short amount of time combined with frozen ground with no potential for infiltration to the ground and high seasonal temperatures causing significant melt water.

In a proactive response to climate change, Council requested Staff to present a subsidy program for consideration to aid residents in paying for the modification of their sanitary lateral in order to prevent back-ups through the installation of a Backwater Valve (BWV).

At the Council Meeting of November 17, 2020 Council adopted the following resolution:

10.3.20 CW2020-176

That Report WWW2020-007, **Sanitary Infrastructure Subsidy and Loan Program**, be received;

That Staff report back to Council on the impact of the implementation of a proposed Backwater Valve Installation Subsidy Program, as outlined as Option 1 within Report WWW2020-007, limiting subsidy to 50% contributions; and

That the report back include a full overview of the proposed Subsidy Program including the criteria to be met by applicants, the application process and any impact that the maximum annual program budget for the proposed Subsidy Program will have on the Water/Wastewater Operating Budget.

Carried

This report addresses that direction.

Rationale:

The City of Kawartha Lakes continuously works to ensure that the sanitary sewer systems under its control are properly constructed, maintained, and functioning. Although the City designs systems in accordance with provincial standards and performs regular maintenance and flushing of the sanitary mains, extreme events can cause sewer back-ups.

One potential strategy that has been identified to reduce the risk of sewer back-ups from occurring is to have the property owners install a BWV on their sanitary lines. This valve can prevent basements from flooding caused by surcharged sewers during severe weather events. BWVs work by mechanically blocking any reverse flow from the sanitary sewer system into the building. It is important to note however that while the BWV is operating in such a fashion, the flows from within the home (shower, toilet, etc.) will not be able to exit the home. This can still cause internal backups within the building.

Currently, there are backwater valve subsidy programs in a number of other municipalities such as City of Markham, City of Vaughan, and Halton Region that provide a subsidy to homeowners for 50% of the cost to install a backwater valve inside their home on a first come, first served basis, up to a capped amount ranging between \$675 - \$750 (average installation price of a device is \$1500). These programs were created through an identified need amongst their local populace to make it easier and more affordable for residents to make improvements to their piping in order to reduce the risk of sewer back-ups from occurring. As with every municipality's programs, this subsidy only applies to existing homes and does not apply to any homes in the planning or construction stage. As per By-law 2016-006 "By-law to Establish Management and Use of Sewer Works", the installation of an approved backwater valve on a sanitary lateral for all new buildings is already required. The program is also not available to any Institutional, Commercial and Industrial (ICI) properties.

If a Backwater Valve Subsidy Program were to be implemented in CKL, staff recommend the following criteria for the program:

- Eligible properties receive 50% of the invoiced cost of installing a backwater valve, up to a maximum of \$750 for all eligible labour, materials, permit fees and taxes.
- The subsidy does not cover ineligible costs, which includes any interior restoration (paint, drywall, flooring, etc.) and exterior restoration (landscaping, etc.).
- Backwater valves must be installed by a licensed plumber.
- A Building Permit must be obtained for the installation.
- Subsidies are subject to available funding and provided on a first come, first served basis. The annual cap would be \$75,000.
- Property must be registered as a residential property within CKL. For properties with more than one dwelling unit within the building and where

there is a shared sanitary sewer lateral, the BWV(s) must be installed as per Ontario Building Code (OBC) on each unit's lateral upstream of the shared connection point. The property must be connected to the municipal sanitary sewer system, and is not a new home in the planning or construction stages.

- The property has no outstanding taxes or debts owed to the City at the time the application is processed.
- Proof that downspouts from eavestrough, sump pumps and/or foundation drains are disconnected from the City's sanitary sewer system (if applicable) must be provided in order to reduce potential inflow and infiltration into the sanitary system.
- The subsidy is only allowed for first time installations and is not for replacement devices.
- Installation must be completed before applying for the subsidy.
- Homeowners must submit a completed application that includes invoice(s) marked "paid in full" that shows a cost breakdown for all charges, and clearly shows the plumbers Ontario College of Trades registry number and a copy of the building permit and final inspection.
- Where multiple BWVs are required for a property based on number of dwelling units as per OBC, an application is required for each separate installation.

A draft Council Policy and Management Directive are attached to this report as Appendix A and Appendix B respectively. These documents provide more details on the proposed program if one were to be adopted.

Although residents who install a backwater valve may significantly reduce the risk of basement flooding; there is no guarantee that installing a backwater valve will completely prevent basement flooding in the future. Of the 53 sewer back-ups reported within CKL from 2016-2019, 52 of the events were caused by reasons other than surcharging of sewers related to extreme weather events. The vast majority were caused by blockages and tree root growth on the private side of the sanitary line, which can easily be mitigated by homeowners with regular maintenance of their lateral. The remaining event is suspected as caused by high flows as it was raining at the time, but was never verified as an inspection did not find any cause of the back-up. Prior to the event in January 2020, the last confirmed case of sanitary sewage back-ups caused by high flows was in Fenelon Falls in 2015 and was the result of equipment failure, which has since been rectified.

Based on the low frequency of backups caused by extreme weather events resulting in surcharging sewers due to high flows, and the potential financial impacts to the water and wastewater user rates of providing a subsidy, Staff continue to not recommend implementation of a backwater valve subsidy program at this time.

Other Alternatives Considered:

If Council wishes to implement a Backwater Valve Subsidy Program as described in the Rationale section of this report and further in the Council Policy and Management Directive attached as Appendix A and B respectively, staff recommend the following resolution be adopted:

“That Report WWW2020-009, **Backwater Valve Subsidy Program** be received;

That the policy entitled Backwater Valve Subsidy Program Policy appended to Report WWW2020-009 as “Appendix A” be adopted, numbered and inserted in the Corporate Policy and Procedures Manual;

That the Back Water Valve Subsidy Program Management Directive be received; and

That \$75,000 be included in the 2021 Water & Wastewater Operating Budget to be funded through the Sewer Infrastructure Reserve.”

Alignment to Strategic Priorities

The recommendation to Council is consistent with the Council Adopted Strategic Plan in the following ways:

“Healthy Environment” – The additional protection of the sanitary infrastructure will help in the prevention and reduction of environmental spills and damages associated with extreme weather events interacting with the municipalities sanitary system.

“An Exceptional Quality of Life” – will be met through the proper servicing and collection of appropriate user fees to fund the maintenance, capacity and growth of the municipal water and wastewater systems. Increasing the amount of homes of a backwater valve device will also update the municipality’s community preparedness to address natural hazards such as extreme weather events.

“Good Government” – will be met through increasing the efficiency and effectiveness of service delivery and ensuring that the municipal assets are well maintained and managed.

Financial/Operation Impacts:

Maintaining the status quo would not present any additional financial/operational impacts to consider.

If Council chooses to adopt the Backwater Valve Subsidy Program as presented in this report as an alternative option, the program would present the following financial impacts.

The subsidy program being proposed would provide a subsidy for 50% of the costs associated with the installation of a backwater valve on a sanitary sewer line for a residential property; up to \$750 per property. For 2021, it is being proposed to cap the annual available subsidy at \$75,000.

On average the cost for installation of a backwater valve is approximately \$1,500. This cost estimate includes the cost of the valve, and any eligible labour, materials, permit fees and taxes for the installation of the valve. It does not include any interior or exterior restoration costs which are not eligible to be claimed as part of the subsidy program. It is estimated with an annual cost of \$75,000 (for 2021), approximately 100 properties could receive the subsidy assuming that they are eligible to receive the full subsidy amount of \$750. The program would be offered on a first come, first served basis for application submission. Those received after the budgeted amount has been expended in each calendar year would be considered the following budget year, with the subsidy being provided on the basis that funding would be available.

The proposed 2021 annual budget of \$75,000 represents 0.4% of the overall Water & Wastewater user rate budget. It is unknown at this time how many residents would take advantage of the subsidy program and whether \$75,000/year is an appropriate budget amount. In order to prevent any impacts to the annual user rate the subsidy amount would be funded from the Sewer Infrastructure Reserve. Funding the program in this manner will pull the unknown impacts from the operating budget to avoid potential unutilized budget allocation. Although funding from the reserve will reduce the amount available in the reserve fund which is typically used to fund capital projects. This will increase pressure on the fixed rate costs that fund the infrastructure reserve, depending on what is required annually from the reserve overall. It is further recommended that the subsidy amount be reviewed annually based on available funding and average number of applications received.

Implementing the subsidy program could potentially generate approximately \$16,100 in revenue per year in permit fees (\$157/permit) for the Building Division based on 100 properties per year being inspected.

At this time, it is felt that this program could be implemented with current staff resources. Staff hours are already accounted for in general Water and

Wastewater Division operations, and therefore no additional City resources are required to implement this program.

One thing to note for costing is that once the device is installed; it must be inspected by a licensed plumber once every 6-12 months, or as per manufacturer's recommendations to ensure they are in working order. This additional maintenance scheduling and cost would be the sole responsibility of the property owner. If the maintenance is not performed, there is no guarantee the device will perform as intended in preventing a sewer back-up.

Consultations:

Supervisor, Water and Wastewater Operations
Treasurer
Chief Building Official

Attachments:

Appendix A – Backwater Valve Subsidy Program Council Policy



Appendix A -
WWW2020-009 Backl

Appendix B – Backwater Valve Subsidy Program Management Directive



Appendix B -
WWW2020-009 Backl

Department Head E-Mail: brobinson@kawarthalakes.ca

Department Head: Bryan Robinson



Council Policy

Appendix # A

to

Report # NNW2020-009

Council Policy No:	CP2020-XXX
Council Policy Name:	Backwater Valve Subsidy Program Policy
Date Approved by Council:	
Date revision approved by Council:	
Related SOP, Management Directive, Council Policy, Form	Backwater Valve Subsidy Program Management Directive

Policy Statement and Rationale:

The Corporation of the City of Kawartha Lakes (City) has developed a Backwater Valve Subsidy Program for the purpose of assisting property owners with the cost of installing an approved backwater valve on their sanitary sewer line. Installation of a sanitary backwater valve helps protect basements from flooding caused by surcharged sewers during severe weather events. Homes with a backwater valve installed can significantly reduce the risk of basement flooding and prevent damage to the home.

Scope:

This policy applies to all existing properties connected to a municipal sanitary sewer system, and does not apply to any new homes in the planning or construction stages. The subsidy provides financial assistance to homeowners for the installation of a backwater valve on the internal plumbing system in their existing home. The available subsidy is 50 percent of the invoiced cost of installing an approved backwater valve, up to a maximum of \$750, including eligible labour, materials, permit fees and taxes. The maximum annual budget is \$75,000.

Definitions

“Backflow” means the flowing back of or reversal of the normal direction of flow of water.

“Backwater Valve (BWV)” means a device that is installed on your sewer lateral line that is designed to allow water or sewage to flow only one way and prevents sewage in an overloaded main sewer line from backing up into a home.

“City”, “City of Kawartha Lakes” or “Kawartha Lakes” means The Corporation of the City of Kawartha Lakes, including its entire geographic area, and includes its Officers, Directors, employees and agents.

Council Policy

“Eligible Costs” means the cost of the valve, labour and materials associated with installation, permit fees and taxes.

“Ineligible Costs” means the costs for interior and/or exterior restoration works (paint, drywall, flooring, landscaping, etc.), disconnecting roof leaders or sump pumps from the sanitary system.

“Owner” means a person who has any right, title, estate, or interest in a property, other than that of only an occupant and, where that person is a corporation, shall include the officers, directors and shareholders of that corporation, and shall include any person with authority or power over or control of that property on the behalf of an owner. An owner includes a developer.

“Skilled Tradesperson” means the tradespersons is recognized as a skilled trade in Ontario in their respective field and licenced through either the Ministry of Labour, Training and Skills Development or the Ontario College of Trades.

Policy:

1. General Principles

- 1.1. Existing residential properties that are connected to a municipal sanitary sewer system, may be eligible to receive a subsidy for the installation of an approved backwater valve on their sanitary sewer lateral.
- 1.2. Where there is more than one dwelling unit sharing a sanitary sewer lateral, the BWV must be installed on each unit's lateral upstream of the shared connection point as per the Ontario Building Code.
- 1.3. The available subsidy is 50 percent of the invoiced cost of installing an approved backwater valve, up to a maximum of \$750, including all “Eligible Costs”.
- 1.4. Subsidies are not provided towards “Ineligible Costs”.
- 1.5. The maximum annual budget will be \$75,000.
- 1.6. Any applicable properties must meet the requirements for eligibility as set out in the corresponding Management Directive (MD2020-XXX).
- 1.7. Subsidies are subject to available funding and provided on a first-come, first-served basis.
- 1.8. All installations must be completed by a licensed plumber or drain contractor, currently licensed as a Skilled Tradesperson in Ontario.
- 1.9. Prior to installation a permit must be obtained from the City's Building Division.
- 1.10. All inspections must be completed by the building inspector to confirm the installation meets applicable Building Code requirements.
- 1.11. Applications for subsidy and all supporting documentation must be received by the City within one year of the date of completion of the work.



Council Policy

- 1.12. Payment for all approved applications will be made by cheque and sent via regular mail to the address on the application form.
- 1.13. Funding for the program will come from the Sewer Infrastructure Reserve, with annual amounts determined each year based on available funds.
- 1.14. Backwater valves do not guarantee that flooding will not happen, as flooding may occur from other water sources.

2. The Water and Wastewater Division's Responsibilities

- 2.1. Administration of the Backwater Valve Subsidy Program as per this Policy and affiliated documents such as the associated Backwater Valve Subsidy Program Management Directive
- 2.2. Review Subsidy Program application forms to confirm eligibility and approve or deny.
- 2.3. Confirm eligible subsidy amount and send approved applications for payment processing.
- 2.4. Ensure adequate funds are requested in the User Rate Budget as per the Policy.
- 2.5. The promotion of the Backwater Valve Subsidy Program and fostering awareness of program by educating owners about the availability of a potential subsidy for installation cost of a backwater valve, and the reduction in risk of property damage by installing a device.

Revision History:

Proposed Date of Review:

Revision	Date	Description of changes	Requested By
0.0	[Date]	Initial Release	



Management Directive

Management Directive No.:	MD2020-XXX
Management Directive Name:	Backwater Valve Subsidy Program Management Directive
Date Approved by CAO or Designated Person:	
Date revision approved by CAO or Designated Person:	
Related SOP, Management Directive, Council Policy, Forms	Backwater Valve Subsidy Program Policy

Directive Statement and Rationale:

The Backwater Valve Subsidy Program Management Directive has been established to provide the framework of a backwater valve subsidy program. This directive establishes policies, procedures and requirements for the program.

Scope:

This Management Directive applies to all existing residential properties connected to a municipal sanitary sewer system within the City that is wishing to install a backwater valve on their sanitary sewer lateral. This does not apply to any new homes in the planning or construction stages or ICI properties. The subsidy provides financial assistance to homeowners for the installation of a backwater valve on the internal plumbing system in their existing home.

Definitions:

“Backflow” means the flowing back of or reversal of the normal direction of flow of water.

“Backwater Valve (BWV)” means a device that is installed on your sewer lateral line that is designed to allow water or sewage to flow only one way and prevents sewage in an overloaded main sewer line from backing up into a home.

“City”, “City of Kawartha Lakes” or “Kawartha Lakes” means The Corporation of the City of Kawartha Lakes, including its entire geographic area, and includes its Officers, Directors, employees and agents.

“Eligible Costs” means the cost of the valve, labour and materials associated with installation, permit fees and taxes.



Management Directive

“Ineligible Costs” means the costs for interior and/or exterior restoration works (paint, drywall, flooring, landscaping, etc.), disconnecting eavestrough downspouts, sump pumps or foundation drains from the sanitary system.

“Owner” means a person who has any right, title, estate, or interest in a property, other than that of an occupant and, where that person is a corporation, shall include the officers, directors and shareholders of that corporation, and shall include any person with authority or power over or control of that property on the behalf of an owner. A developer is also included as an owner.

“Ontario Building Code” means the Ontario Regulation 332/12 or any successor thereof made under the Ontario Building Code Act;

“Residential” means lands, buildings or structures or any part thereof used, designed or intended to provide accommodation or quarters for living, sleeping, sanitary and culinary purposes, or otherwise to serve as a domestic residence.

“Skilled Tradesperson” means the tradespersons is recognized as a skilled trade in Ontario in their respective field and licenced through either the Ministry of Labour, Training and Skills Development or the Ontario College of Trades.

Management Directive:

1.0 Backwater Valve Subsidy Program

A sanitary backwater valve is designed to protect basements from flooding caused by surcharged sewers during severe weather events. Homes with a backwater valve installed can significantly reduce the risk of basement flooding and prevent damage to the home. Backwater valves have hinged flaps that only open in one direction. This allows for sewage to flow from a home into the City’s sewer system, but prevents it from flowing back into a basement.

The backwater valve subsidy program is being offered to assist owners of existing residential properties where there is a connection to a municipal sanitary sewer system within the City with the cost of installing an approved backwater valve. Eligible properties may receive 50% of the invoiced cost of installing a backwater valve, up to a maximum of \$750 for all eligible labour, materials, permit fees and taxes. The maximum annual budget for this program is \$75,000. Costs for restoration are not considered eligible costs and are not covered by the subsidy program. These ineligible costs include any interior restoration (paint, drywall, flooring, etc.) and exterior restoration (landscaping, etc.). The backwater valve must



Management Directive

be installed by a licensed plumber. Subsidies are subject to available funding and provided on a first come, first served basis.

2.0 Eligibility

To be eligible for the subsidy, a property must meet the following requirements:

- Must be registered as a residential property and is connected to the municipal sanitary sewer within the City of Kawartha Lakes (City).
- Is connected to the municipal sanitary sewer system, and is not a new home in the planning or construction stages.
- Has no outstanding taxes or debts owed to the City at the time the application is processed.
- Downspouts from eavestrough, sump pumps and/or foundation drains must be disconnected from the City's sanitary sewer system (if applicable) in order to reduce potential inflow and infiltration into the sanitary system.
- The application relates to first time installations only and is not for a replacement device.
- Completed the installation before applying for the subsidy.
- Invoice(s) must show a cost breakdown for all charges, the contractor's Ontario College of Trades registry number and the total amount paid, and be clearly marked as "paid in full".
- The backwater valve must be an approved device in the Ontario Building Code.
- Labour provided by the homeowner is not eligible for reimbursement under this program.
- Reimbursement will not be provided for any interior restoration, such as drywall, paint or flooring, or any exterior restoration work.
- Properties that experience basement flooding through direct entry of storm water or overland flows would not be eligible.
- Subsidies for eligible work are subject to available funding and provided on a first come, first served basis.

3.0 Installation Process

- 3.1. A plumber or drain contractor, currently licensed as a skilled tradesperson must be hired to perform the installation of all devices.
- 3.2. A permit must be obtained prior to installation from the City's Building Division and all applicable permit fees must be paid.



Management Directive

- 3.3. Backwater valves must be installed as per the requirements of the Ontario Building Code. For multiple dwelling unit buildings more than one backwater valve may be required.
- 3.4. Backwater valve installations require an inspection by the City's Building Division. The backwater valve must be installed in a manner that is easily accessible for inspection by the City and maintenance by the homeowner.

4.0 Application Process

- 4.1. The Backwater Valve Subsidy Program Application form must be completed in full.
- 4.2. Completed application forms with all required documentation is to be submitted by email or mail to the City. The application form contains the current email and mailing instructions.
- 4.3. If more than one backwater valve is installed per property an application form with all supporting documentation must be completed for each device installed.
- 4.4. Applications and supporting documentation must be received by the City's Water & Wastewater Division within one year of the date of completion of the work.
- 4.5. Applications that are incomplete or missing documentation will be returned with a request for the outstanding information and will not be processed until the information is received.
- 4.6. Required Documentation includes:
 - Application form, completed and signed by the property owner or Authorized Legal Representative;
 - Invoice(s) marked "paid in full" and itemized with cost breakdown of all charges, and clearly showing plumber's Ontario College of Trades registry number;
 - Copy of Building Permit and final inspection.
- 4.7. Completed application forms and supporting documentation will be reviewed by the City's Water & Wastewater Division to confirm eligibility for a subsidy. Approved applications will be sent for processing and payment.
- 4.8. If an application is denied, notification to the applicant will be provided by mail or email.
- 4.9. Payment will be issued by cheque and will be sent via regular mail to the mailing address as noted on the application form.

5.0 Program Limitations



Management Directive

- 5.1. All subsidies are subject to available funding, with a maximum annual amount of \$75,000.
- 5.2. Backwater valves can be an effective way to prevent wastewater from backing up into a basement; however, they must be installed properly and require ongoing maintenance by the homeowner.
- 5.3. Backwater valves do not guarantee that flooding will not happen, as flooding may occur from other water sources.
- 5.4. Backwater valves installed must be approved by the Ontario Building Code.
- 5.5. The subsidy does not cover any work relating to the disconnecting of eavestrough downspouts, sump pumps or foundation drains.

Revision History:

Proposed Date of Review:

Revision	Date	Description of changes	Requested By
0.0	30/01/2018	Initial Release	



Council Report

Report Number HH2020-004

Meeting Date: December 15, 2020

Title: A Place Called Home (APCH) - Redevelopment

Description: Recommended financial and in-kind relief to support and expedite APCH's redevelopment project at 64 Lindsay Street South.

Author and Title: Hope Lee, Manager, Human Services (Housing)

Recommendation(s):

That Report HH2020-004, A Place Called Home (APCH) - Redevelopment, be received;

That the A Place Called Home (APCH) redevelopment project at 64 Lindsay Street South in Lindsay, as outlined in Report HH2020-004, be endorsed as a priority housing and emergency shelter project in the City of Kawartha Lakes;

That the City provides the following financial support to this redevelopment project:

1. One-time capital funding of \$1,500,000 through the provincial Phase 2, Social Services Relief Funding (SSRF) planning allocation;
2. One-time capital funding of \$264,410 through the provincial Year 2, Ontario Priorities Housing Initiative (OPHI) Rental Component Funding;
3. One-time capital funding of up to \$212,104 through the City's Developing Opportunities for Ontario Renters DOOR Reserve to offset applicable Development Charges and Demolition/Building Permit fees;

Department Head: _____

Financial/Legal/HR/Other: _____

Chief Administrative Officer: _____

4. Annual financial contributions required to provide rent supplement funding for a period of ten (10) years, for the five new affordable housing units, starting in 2022 and funded through the operating budget; and
5. Cash flow assistance during the construction phase of the project not to exceed five hundred thousand dollars (\$500,000), with payment terms and conditions identified in an executed funding agreement;

That the Chief Administrative Officer be authorized to approve relief from any and all required municipal fees and charges, as in-kind municipal support, needed to implement the project;

That the redevelopment project as outlined in Report HH2020-004 be exempt from the City's site plan approval process; and

THAT the Director of Human Services and the Manager of Housing be authorized to execute necessary agreements including contribution agreements, loan agreements and rent supplement agreements to implement this redevelopment project.

Background:

During the September 1, 2020 Committee of the Whole (COW) meeting, staff provided a verbal update of the homelessness and emergency shelter situation.

One of the most impacted program areas for vulnerable populations in Kawartha Lakes because of the pandemic situation is the emergency shelter and homeless population. Since 2016 there has been a concentrated effort to know the homeless persons in the service area, Kawartha Lakes and the County of Haliburton (KL-H). This work was kick started through the 20,000 Homes Campaign with a registry week (August 2016) and has been ongoing ever since through the City's Homelessness By Name List and a Coordinated Access System with multiple committed community partners.

In order to provide shelter to those who are homeless and have no other safe option available, the KL-H service area has one 19 bed emergency shelter supplemented with some overflow to local motels. Pre-pandemic the shelter was at 100% occupancy serving approximately 100 unique individuals annually. As the first emergency orders occurred in March, it was quite evident that it was unsafe to continue to provide emergency shelter within the current physical buildings due to its congregate setting. The result was to rely solely on the motel system.

Two further impacts of the pandemic for homeless persons were 1) the reduced ability for some to couch surf (public health requirements and emergency orders along with some generalized fears) and 2) getting unsheltered people inside wherever possible (to address provincial direction and keep these individuals safe).

The pandemic has increased the number of homeless individuals and significantly changed where they are sheltered. As of December 31, 2019 there were 81 people experiencing homeless in our service area. Today there are 133.

Motels have become the interim emergency shelter, as A Place Called Home cannot currently operate at their existing property due to their congregate model and pandemic related public health requirements. APCH is currently supporting 50 individuals within 40 motel rooms. Food must be delivered to each motel room, including staples and prepackaged meals. Another struggle is that motels in the area are not centrally located and therefore pose ongoing transportation struggles and additional expenses. The existing emergency shelter property at 64 Lindsay St. S. is central to all programs and services, almost directly in the downtown Lindsay core.

The update during the September COW meeting also included details of a business case process staff were proceeding with in order to secure provincial funding to assist A Place Called Home to redevelop their existing property.

In order to continue to offer those in our community who become homeless a safe temporary place to stay, APCH has plans to redevelop on their existing site. If they can't proceed to do this, our community will lose valuable shelter capacity. At best, without this redevelopment, capacity would be reduced to 10 beds from 19 beds. A project to reconfigure the existing building for this lower capacity would also include significant renovations and expense.

Rebuilding this shelter is a priority focus of the municipal recovery strategy, and the City's Housing and Homelessness Plan.

The plan is to demolish one of three existing buildings on the property (the one closest to Lindsay St. S.) and to rebuild the emergency shelter at this location to its pre-pandemic capacity while meeting public health guidance for safe private shelter bedrooms. Public health has already been consulted and provided reference materials which have been incorporated in the design phases. The rebuilding of the shelter will also provide an opportunity to make access to shelter beds fully accessible, unlike the previous shelter operations.

In addition to the new shelter building, the remaining buildings will be left on the site with one transformed to create new permanent rental housing. This is creating five more affordable housing units to house people from the By Name List.

Design plans are attached as Appendix A.

The City has and continues to have a strong public private partnership with A Place Called Home (APCH), the owners and operators of the emergency shelter. The emergency shelter is a critical part of our housing and homelessness system. It is important to continue this partnership and to utilize already owned land. The shelter has been and will continue to be available to all demographics. Harm reduction and practicing low barrier shelter approaches minimize those that traditionally might not be welcome in some shelters.

In order to continue to provide emergency shelter in the interim, APCH has entered into a longer-term agreement with a Lindsay motel. APCH staff are occupying one of the rooms themselves so staff can be on site with shelter stayers. The City is supporting this model through 100% provincial funding including the Social Services Relief Fund (Phase 1 and 2) and the Community Homelessness Partnering Initiative (CHPI). This interim shelter at motels will continue until the redevelopment is completed.

Rationale:

Social Services Relief Fund (SSRF) Phase 2

In July, the province announced a second phase of SSRF for Service Managers and in August the City received its planning allocation; \$1,750,249 for 2020-21. Allocating this funding is done by submitting a business case to the Ministry where an inter-ministerial team will make recommendations. Business cases from the Service Manager were required by September 11, 2020. No municipal cost share is required for the SSRF.

Although this continues to be an extension of CHPI, the guidelines were amended to include a capital component including acquisition, rehabilitation, repairs and new construction.

Realizing the needs of the emergency shelter, the business case submitted by the City included a request within the capital component to assist APCH to redevelop the emergency shelter and a smaller request within the operating component to help continue to support the interim motel system.

In October, the City was informed that the business case submitted was approved (Appendix B).

The approved business case contemplated that \$1.5M of the SSRF be committed to the APCH capital redevelopment. The remaining \$250,000 will be allocated to the operating component and used to assist with the interim motel costs.

This funding commitment requires meeting extremely aggressive timelines. A contribution agreement between APCH and the City must be signed by January 31, 2021, construction must start no later than April 30, 2021 and be completed no later than December 31, 2021.

Ontario Priorities Housing Initiative (OPHI)

One investment component of the Province's Community Housing Renewal Strategy (April 2019) is the Ontario Priorities Housing Initiative (OPHI). OPHI is a cost shared program between the Province and the Federal government. The Federal funding is part of the overall National Housing Strategy. OPHI, which is a very similar program to the now completed Investment in Affordable Housing Program (IAH), allows Service Managers to allocate transferred funds towards capital programs such as Rental Housing development, homeownership and Ontario Renovates.

The City has received \$421,000 for the 2020-21 funding year.

Staff recommend that the balance remaining uncommitted, \$264,410 be provided to the APCH redevelopment. This funding would be provided through the rental component and would assist toward the renovation costs of the 4-1 bedroom and 1-4 bedroom affordable housing units being created.

This funding would require a contribution agreement to be signed between APCH and the City no later than December 31, 2020, construction must start no later than March 31, 2021 and construction must be completed within 2 years.

Municipal Grants and Incentives

Like other more recent affordable housing developments and the Affordable Housing Target Program, staff recommend that the City assist APCH with the fees and charges imposed on developments of this nature.

The various municipal incentives provided to affordable housing developments, including land, application fees, development charges, building permit fees, etc., are provided through the authority of the City's Municipal Housing Facilities Bylaw. Many of these fees and charges can be provided as exemptions with minimal financial impact to the City. For example, exempting an application fee. This is not the case for a development charge exemption. The Development Charges Act requires the City to replenish the Development Charge reserve from non-Development Charge sources for the resulting foregone revenue. So while the authority to provide this exemption exists, the City will always need to identify a corresponding funding source.

Only a small portion of this development is eligible for relief, or that exemption, from Development Charges and Building Permit Fees within current bylaws. Only the five affordable rental units meet the definition of those bylaws (Municipal Housing Facilities Bylaw, Development Charges Bylaw and the Building Bylaw). The shelter beds do not meet this definition. This would mean that council would have to approve this exemption outside of these bylaws and identify a corresponding revenue source.

The Municipal Act (s.107) gives Council the authority to provide grants to non-commercial enterprises which may be made for any purpose council considers to be in the interests of the municipality. Staff recommend that a grant be provided equivalent to the cost of the development charges and permits applicable to the APCH redevelopment project. This would avoid an exemption.

This grant would be funded through the City's Developing Opportunities for Ontario Renters (DOOR) Reserve. This reserve was established in 2008 using Provincial one-time housing funding received in 2007. The funding was unconditional without specific guidelines or criteria, other than it assist with housing needs locally. In 2009, through Report HSS2008-009, Council approved that the funding be placed in a reserve and used to support 40 households

through a rent supplement program within newer affordable housing units. Council approved a 25 year rent supplement program, realizing that the DOOR reserve should support the program expenses for approximately 18 years, following which the cost to the program would become tax supported. The program has been very successful. Today approximately 50 households are supported under this program. A more recent forecasting exercise shows that the reserve will support these 50 households for the entire 25-year period and beyond. Staff recommend that the program remains a 25-year program, supporting 50 households and that any surplus funds in the DOOR reserve be accessed now in order to support this grant to APCH.

The surplus amount in the DOOR reserves is estimated to be approximately \$335,000 which is more than sufficient to provide the grant to APCH for the \$212,104, the estimated value of the applicable Development Charges and Demolition/Building Permits.

Relief for any other fee or charge imposed by the City will be provided through the CAO under delegated authority.

Cash Flow Assistance

At times, cash flow during construction may be challenging for APCH. This could occur as APCH is awaiting payments through SSRF (advanced as certain milestones are met), payments for funding through other sources (CMHC or Reaching Home) or as they work through fundraising activities. Realizing this, the City will assist through an upset limit of \$500,000.

The terms of this will be set out within an agreement between the City and APCH. APCH will pay invoices related to the development and when their cash flow becomes low, they would notify the City in the manner set out in the agreement. These would be lump sum payments to a maximum of \$500,000. Recovery/repayment details would be set out in the agreement. It is anticipated that repayments/recoveries will happen quickly, and likely not be required after construction is completed.

Site Plan Exemption

Section 41 of The Planning Act, R.S.O. 1990, c. P.13, empowers municipalities having an Official Plan in effect to pass By-laws designating Site Plan Control Areas. In areas so designated, no development shall be undertaken until the municipality has approved plans, and agreements where necessary, pursuant to Section 41 of The Planning Act.

In 2003, the City of Kawartha Lakes established one site plan control by-law for the whole City. The purpose of the City establishing this requirement was to have consistent application of site plan control throughout the City.

A new institutional development as proposed in this report requires a site plan application. The applicant applied to the Director of Development Services for a site plan exemption for this development. The City's Site Plan Control Bylaw has a section that outlines criteria for the types of development that the Director of Development Services may exempt from this process.

"Any addition or alteration that has the effect of increasing the useable area of the building or structure or the use of the structure by more than twenty-five (25%) percent of the building's or structure's Gross Floor Area, and/or more than 1,000 square metres, is considered to be "substantial" and any exemption from the Site Plan Approval Process would be subject to Council approval."

Given the fact that the proposed development goes well beyond increasing the useable area by 25%, the Director of Development Services is unable to approve this site plan exemption but recommended that the applicant take this request to Council.

The Director of Development Services is in favour of Council approving this site plan exemption. Although the proposed development exceeds the criteria for exempting the site plan application it is a unique circumstance in which the new building will be replacing the existing building on a similar footprint. The site is already fully developed with buildings and asphalted parking areas so there is no increase in the coverage of the site. The applicant has identified that 23 parking spaces will be required for the new development and 25 parking spaces are being provided. The site is already being serviced off of Lindsay Street South and although there will be interior renovations being made to the two other existing buildings on the east side of the property, these renovations will not be increasing the floor area of these buildings and no exterior changes or coverage is proposed.

Given the time constraints on this project, staff will work to address the servicing and drainage issues that would normally be handled at the site plan application stage. As such, the Director of Development Services is recommending that Council approve a site plan exemption for this application

Agreements

There will be four agreements required to provide the funding recommended in this report.

1. A contribution agreement is required by the Province for the SSRF funding. This agreement is between the City and APCH and sets out the legal obligations and the reporting requirements. Funding under the capital component must be provided as a secured forgivable capital loan. This will be done by registering the contribution agreement and a mortgage against the

property. APCH must continue to use the building for the intended purpose, emergency shelter, for a minimum period of 10 years following completion. During the minimum 10 year intended use period, APCH may not, without Ministry of Municipal Affairs and Housing's (MMAH) consent, dispose of the shelter facility. At the end of the 10-year period, the agreement and mortgage can be discharged.

2. A separate contribution agreement is required by the Province for the OPHI funding. This agreement is between the City and APCH and sets out the legal obligations and the reporting requirements. Funding under the rental component must be provided as a secured forgivable capital loan. This will be done by registering the contribution agreement and a mortgage against the property. APCH must continue to provide the affordable rental units to eligible tenants on the City's By Name List or Centralized Waiting list at or below 80% of the CMHC average market rent for the Kawartha Lakes area for a minimum period of 20 years. At the end of the 20-year period, the agreement and mortgage can be discharged. Should APCH default on the requirements of the agreement, the funding would need to be repaid.
3. A loan agreement will be signed in order to provide the grant funding from the City of Kawartha Lakes. This agreement is between the City and APCH and sets out the legal obligations and the reporting requirements. The agreement will be registered on title for a period of 10 years. As long as APCH continue to operate the emergency shelter and rental units within the requirements of the contribution agreement above, the agreement can be removed from title.
4. A rent supplement agreement will be signed which will set out the responsibility of APCH and the City. It will establish the market rent for the unit and how units must be filled. In return, on a monthly basis, the City will provide APCH with rent supplement funding. This agreement is for the 5 affordable rental units for a period of 10 years.

Other Alternatives Considered:

Not applicable.

Alignment to Strategic Priorities

This report aligns to the Exceptional Quality of Life and Good Government strategic priority. It contributes directly to the goals of:

- Developing and overseeing homelessness prevention programs and supports including emergency shelter;
- Continuing to encourage mixed development, with a focus on affordable, attainable and purpose built housing; and
- By facilitating a strategic partnership and investing in a community service provider to achieve enhanced permanent safe shelter space (while providing interim options during the pandemic) and additional supported affordable housing units.

Financial/Operation Impacts:

The property and this redevelopment are owned by APCH. Both the SSRF and OPHI require Service Managers to perform their due diligence to ensure that a project is financially viable from a construction cost and on-going operating perspective, and the program expenditures represent a prudent and best value use of public dollars.

The estimated capital cost of the redevelopment is \$5,000,000. Funding through various sources (SSRF, OPHI, City, CMHC) and APCH equity (land and fundraising) will leave approximately \$900,000 to be financed by APCH or to be identified through other funding sources that APCH will apply to. Ongoing operating expenses, including the existing City service agreement funding, will be adequate to cover annual expenses and debt payments anticipating a small annual surplus year over year.

The capital contributions to this project contemplated in the report are 100% through provincial funding the City already has access to.

The provincial SSRF Phase 2 will provide \$1,500,000 through the City's approved allocation of \$1,750,249. The balance of this allocation will be used to help cover the costs of the interim motel system.

The provincial OHPI Year 2 will provide \$264,410 through the City's approved allocation of \$421,000.

The DOOR reserve will provide up to \$212,104 to offset the cost of the expenses related to both Development Charges and Building Permit fees. Other fees or charges, which are not required to be recovered, will be provided as waivers such as the Site Plan Exemption fee of \$348.

The cash flow assistance of \$500,000 will be recovered 100%.

The annual expenses related to the rent supplement will be a municipal cost starting in 2022 and form part of the Housing Services operating budget. However, year over year, staff will seek out other funding sources to help offset this.

Servicing Implications:

The project architect has indicated that the water service and potentially the sewer service are undersized for the proposed development. The applicant will be required to determine the cost associated with potentially upgrading these services. Although the site is already fully developed (buildings and asphalt), the applicant has not identified whether there will be a net increase in the drainage going offsite, the current configuration of drainage and whether the existing drainage system has the capacity to accept any increase in drainage coming from this site.

There is an east/west sewer line that runs through the property from Lindsay Street south to the homes on Mill Street. The City will need to confirm that an easement has been secured for maintenance

Consultations:

Fluxgold Izsak Jaeger LLP
Director, Development Services
Treasurer
A Place Called Home Development Team

Attachments:

Appendix A – APCH Redevelopment Drawings



20060 Prelim_05
A1-A6 (2 Storey Optio

Appendix B - Business Case Approval Letter



City of Kawartha
Lakes - English (002).r

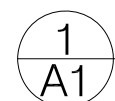
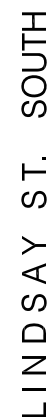
Appendix C – Letter to Request Site Plan Exemption



Letter 003.pdf

Department Head E-Mail: rsutherland@kawarthalakes.ca

Department Head: Rod Sutherland



SCALE: 1" = 20'-0"



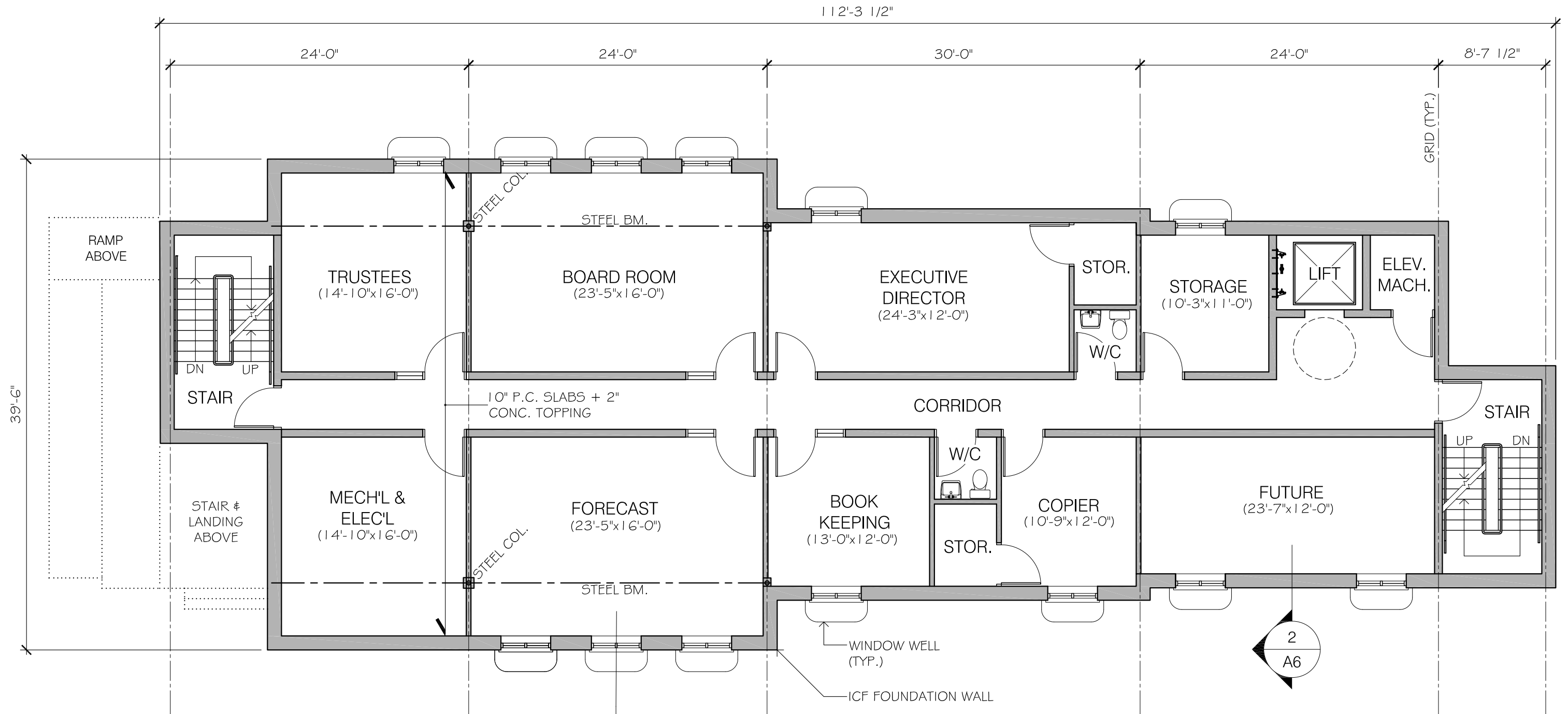
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A PLACE CALLED HOME
64 LINDSAY ST. SOUTH, LINDSAY
NEW SHELTER CONCEPT DESIGN
(2 STOREY)



WILCOX ARCHITECTS INC.
74 LINDSAY ST. S. LINDSAY, ONT.

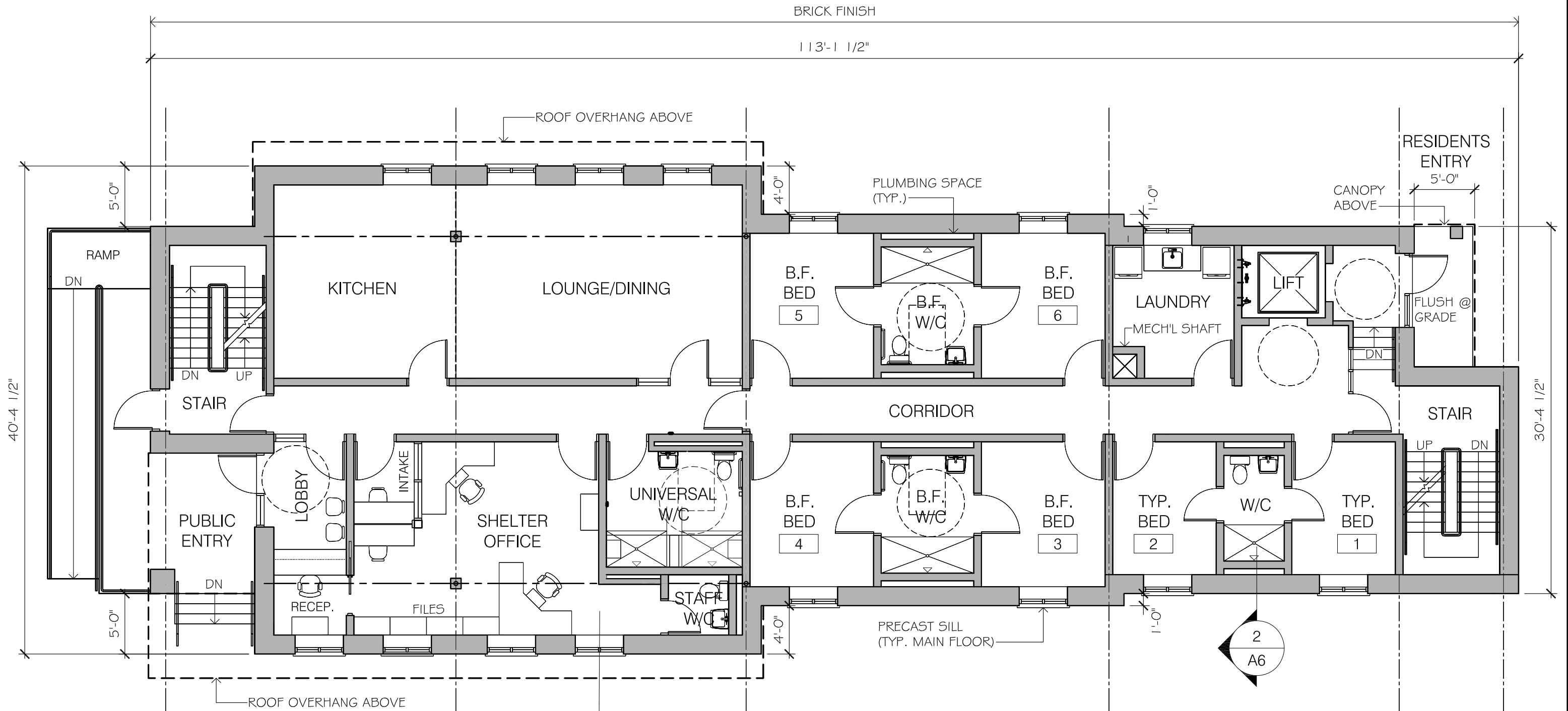
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1
A2 **BASEMENT FLOOR PLAN**
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A PLACE CALLED HOME
64 LINDSAY ST. SOUTH, LINDSAY
NEW SHELTER CONCEPT DESIGN
(2 STOREY)

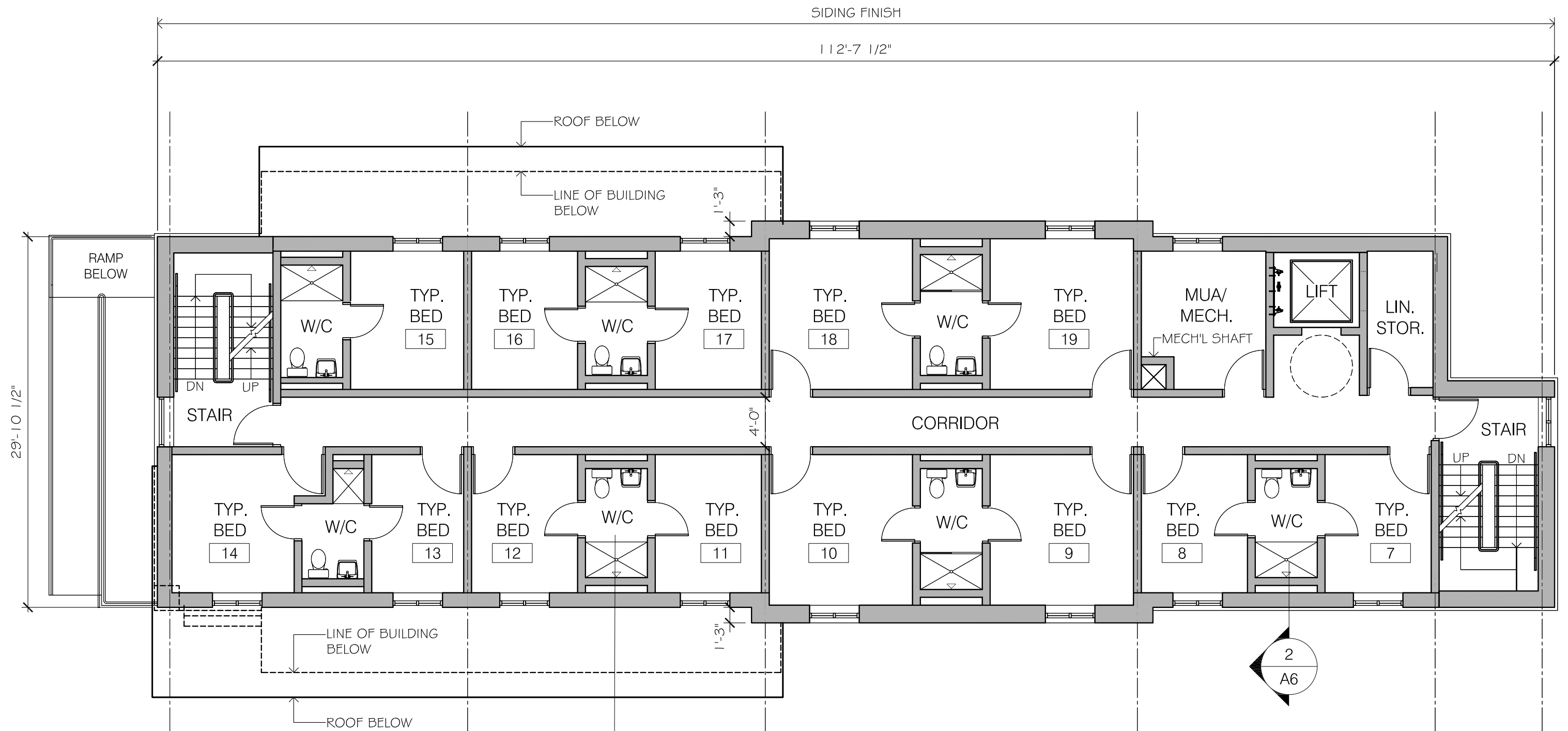
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1 FIRST FLOOR PLAN
A3 SCALE: 1/8" = 1'-0"


A PLACE CALLED HOME
64 LINDSAY ST. SOUTH, LINDSAY
NEW SHELTER CONCEPT DESIGN
(2 STOREY)

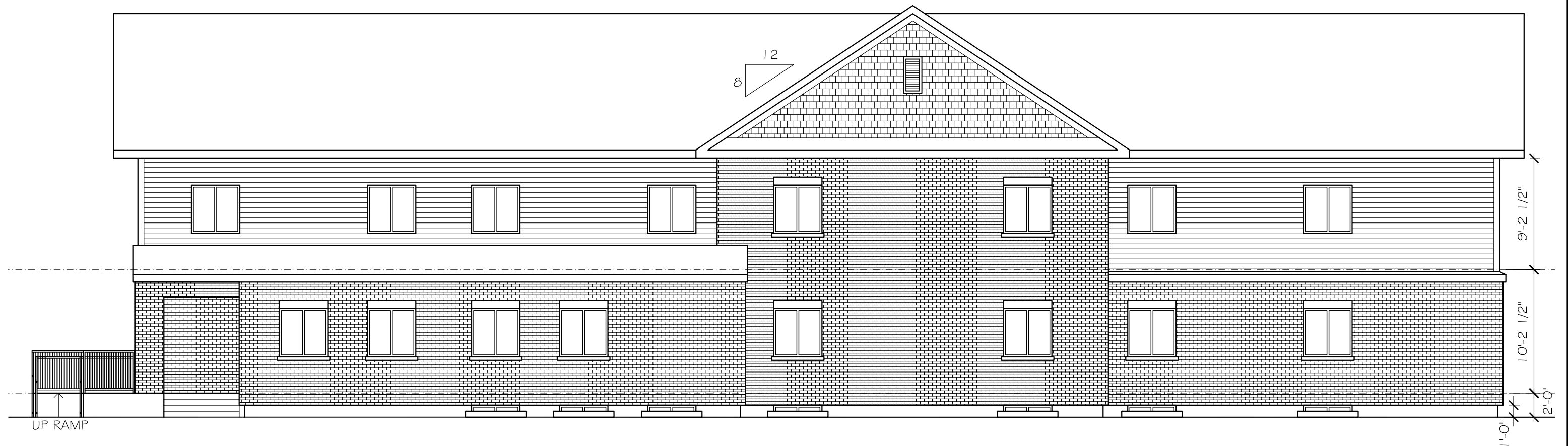
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1
A4 SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"

A PLACE CALLED HOME
64 LINDSAY ST. SOUTH, LINDSAY
NEW SHELTER CONCEPT DESIGN
(2 STOREY)

 WILCOX ARCHITECTS INC. 74 LINDSAY ST. S. LINDSAY, ONT.			
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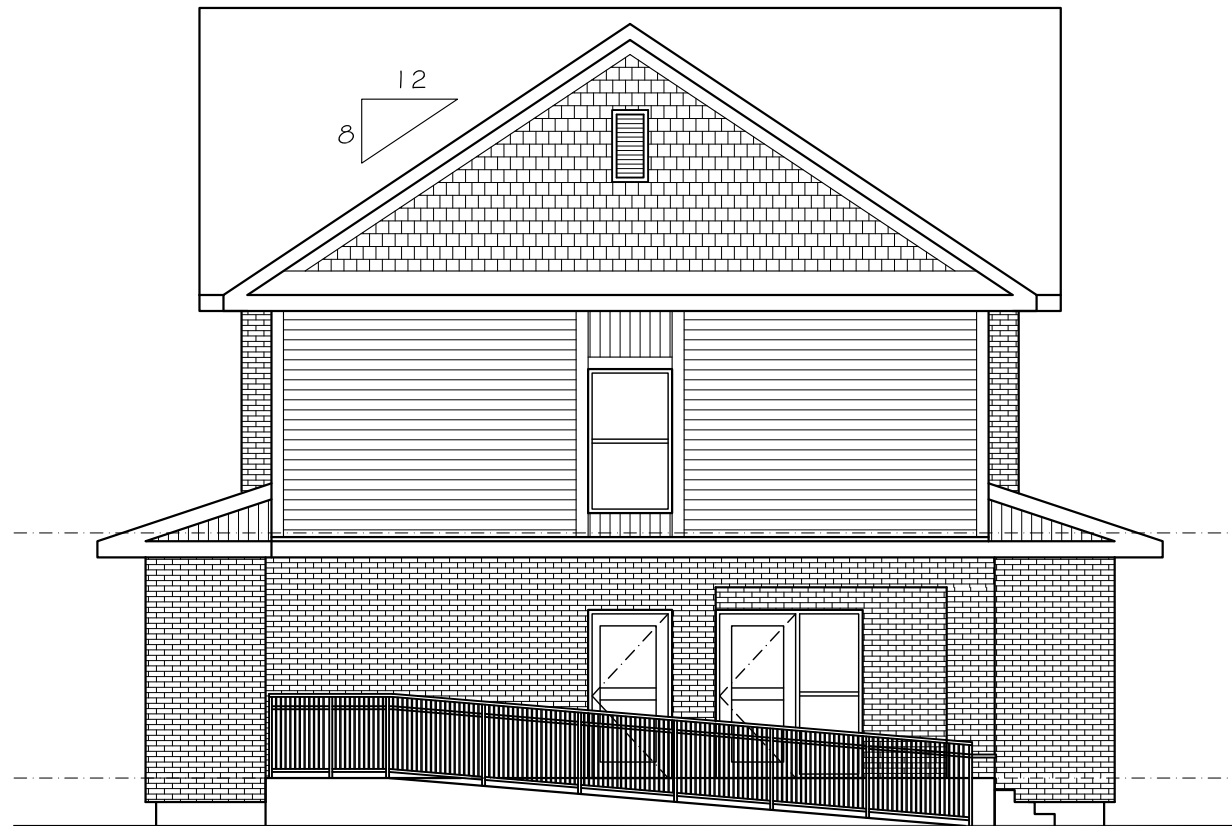


1 SOUTH ELEVATION
A5 SCALE: 1/8" = 1'-0"

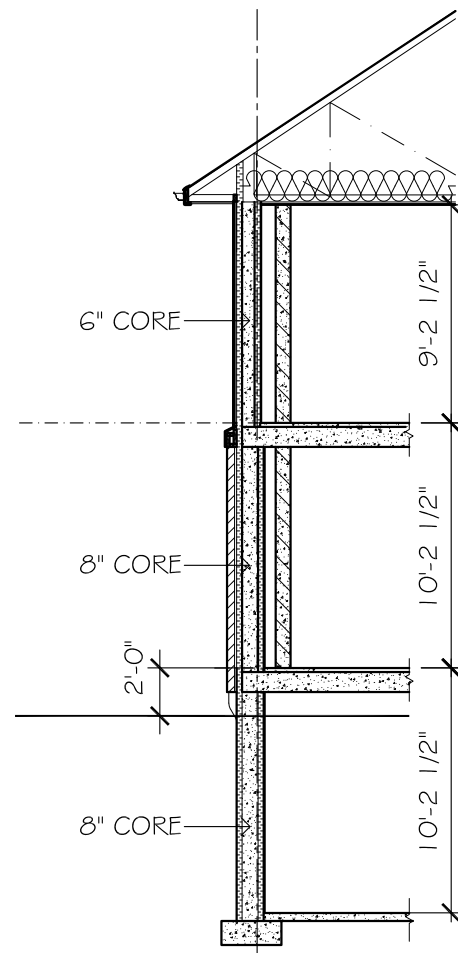
A PLACE CALLED HOME
64 LINDSAY ST. SOUTH, LINDSAY
NEW SHELTER CONCEPT DESIGN
(2 STOREY)

 WILCOX ARCHITECTS INC.
74 LINDSAY ST. S. LINDSAY, ONT.

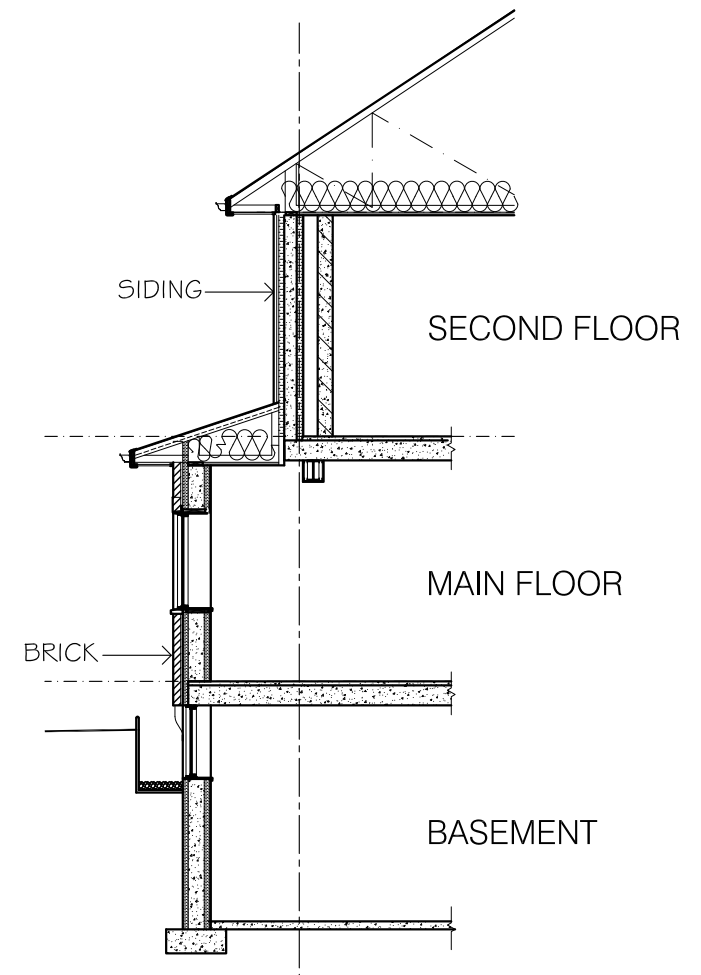
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1 WEST ELEVATION
A6 SCALE: 1/8" = 1'-0"



2 WALL SECTION
A6 SCALE: 1/8" = 1'-0"



3 WALL SECTION
A6 SCALE: 1/8" = 1'-0"

A PLACE CALLED HOME
64 LINDSAY ST. SOUTH, LINDSAY
NEW SHELTER CONCEPT DESIGN
(2 STOREY)

WILCOX ARCHITECTS INC.
74 LINDSAY ST. S. LINDSAY, ONT.

DATE	NOV. 27/2020	PROJ No	20060
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**Ministry of
Municipal Affairs
and Housing**

Office of the Minister
777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416 585-7000

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre
777, rue Bay, 17^e étage
Toronto ON M7A 2J3
Tél. : 416 585-7000



October 26, 2020

Andy Letham
Mayor, City of Kawartha Lakes
26 Francis Street P.O. Box 9000
Lindsay ON K9V 5R8

Dear Andy Letham:

**Re: Social Services Relief Fund (SSRF) – Phase 2
Service Manager Business Case Approval – with follow up direction**

As you know, this summer, my ministry announced \$362 million in new provincial and federal funding under a second phase of the Social Services Relief Fund (SSRF) to help protect vulnerable people from COVID-19. The Social Services Relief Fund has been effective in supporting Service Managers and Indigenous Program Administrators to respond quickly, adapt services, and address the housing and economic impacts of COVID-19 in their communities. The additional investment of SSRF Phase Two can help Service Managers and Indigenous Program Administrators continue to protect homeless shelter staff and residents, expand rent support programming and create longer-term housing solutions.

This brings the government's total Social Services Relief Fund investment provided to Service Managers and Indigenous Program Administrators to \$510 million.

This is part of our commitment of up to \$4 billion for municipalities across the province under the federal-provincial Safe Restart Agreement. This funding will help municipalities protect the health and well-being of the people of Ontario while delivering critical public services, such as public transit and shelters, as the province continues down the path of renewal, growth and economic recovery.

Prior to receiving SSRF Phase 2 funds, you were asked to submit a business case to the Ministry. The business case process provided an opportunity for you to outline how your initial planning allocation would be used and assisted the Ministry in ensuring that funds were being directed to the communities most in need. The business cases were reviewed by the Ministry, as well as an inter-ministerial working group, which made recommendations on funding decisions.

The Ministry has now completed its review of your business case, and I am pleased to confirm that we have **approved** your plan with follow up direction in accordance with a total planning allocation of **\$1,750,249** for the fiscal year 2020-21. Ministry staff will be in contact with you in the coming days to discuss feedback on your business case.

I want to acknowledge that, in addition to the capital and operating plans being approved with this letter, many Service Managers have submitted as part of their business cases additional capital proposals (i.e., additional proposals where submitted in response to Question 12 in the business cases). Where applicable, the Province encourages Service Managers to consider submitting these additional capital proposals under the federal government's Rapid Housing Initiative to maximize the potential benefits to Ontario's housing as well as the good work done by Service Managers as part of this process.

As communicated to you in August 2020, to ensure SSRF Phase 2 funding is targeted to where it is needed most, the Ministry has held back a portion of the total SSRF Phase 2 funding from the initial planning allocations. Decisions on how to allocate this hold back will be determined over the coming weeks and months based on emerging public health needs and progress to date as indicated through required program reporting. This will allow us to target these remaining investments where they are most required, as the public health situation continues to evolve. Service Managers will be notified when decisions are made to allocate this remaining funding.

SSRF Phase 2 Funding and Reporting

Now that your business case has been approved, we will provide an initial payment of up to 75 per cent of operating funding based on the projections made in your approved business case. This payment will be processed shortly.

Funding for capital projects will be dispersed based on project submissions and the funding schedule outlined in the Program Guidelines. For each capital project, you must complete and submit a Project Information Form through the Transfer Payment Ontario (TPON) system for Ministry approval.

Please note that you are required to submit an interim report by **December 15, 2020** on your use of SSRF Phase 2 funds and projected spending. A subsequent operating payment will be made following the submission and approval of this report and attestation.

As part of the quarterly reporting requirements, you will also be required to report actual expenditures for the previous financial quarter and revised projections for subsequent quarters by the relevant spending category by **January 31, 2021**. For your year-end reports, you will also be required to report on data collected on specific performance indicators.

Please note that all SSRF Phase 2 reports must be submitted through the TPON system, in accordance with the program guidelines.

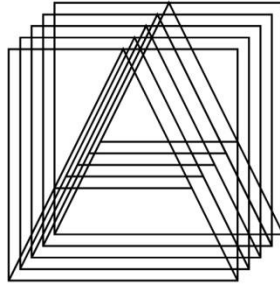
Thank you again for your tireless work supporting Ontario's most vulnerable residents during this challenging time. I appreciate your continued commitment to ensuring that the province's significant investments through SSRF are directed to where they are needed most, and I look forward to continuing our work together as we serve the people of Ontario.

Sincerely,

A handwritten signature in blue ink that reads "Steve Clark". The signature is fluid and cursive, with the first letters of "Steve" and "Clark" being capitalized and prominent.

Steve Clark
Minister

c. Ron Taylor, Chief Administrative Officer
Hope Lee, Manager, Human Services



WILCOX ARCHITECTS INCORPORATED
BUILDING SOLUTIONS FOR YOU SINCE 1985
GLENN A. WILCOX, B.ARCH., O.A.A.

November 26, 2020
20060

City of Kawartha Lakes
Development Services
180 Kent Street West
Lindsay, Ontario
K9V 2Y6

Attention: Chris Marshall, Director of Development Services

Dear Chris:

**Re: New Shelter for A Place Called Home
64 Lindsay Street South, Lindsay
Request for Site Plan Exemption - Updated**

Further to your request please find enclosed our formal request for exemption from site plan control for the above project with the additional information about the parking as requested.

By way of background there are 3 existing structures on this property:

- one storey plus basement shelter offices with commercial rental space to the north-west
- two storey with 11 shelter beds to the east
- 2 storey with 8 shelter beds plus kitchen/dining facilities for all residents to the north-east

There are presently 26 parking spaces to the south and east sides. The vast majority of the site is covered in either buildings or asphalt paving.

Since the existing shelter has grouped or shared washrooms only all of the residents have been located off site due to COVID in a motel on Highway 35 south of town. The group has recently received funding to build a new structure on this site to replace the 19 shelter beds. Also, there is an opportunity to provide an additional 6 self-contained bachelor units on the top floor through another grant program.

*A Place Called Home
New Shelter
Request for Site Plan Exemption - Updated*

November 26, 2020

The Proposal

The existing north-west building would be removed in its entirety and replaced with a new 3 storey structure plus basement in basically the same location – see attached. The main floor would have 6 shelter beds, intake offices, kitchen/dining, and laundry for the residents. The second would have 13 shelter beds and the third floor would have 6 self-contained bachelor units. The basement would have other staff offices, a boardroom, space for trustees and Forecast.

The total coverage on site now is 19.3% and with the above will increase slightly to 23.2%. Total GFA for all floors now is 9,536 sq. ft. and would increase to 18,002 sq. ft. with the new replacement structure added. Parking on site will be about the same at 25 spaces and since this is a homeless shelter the majority of the residents do not have a vehicle. I have added the breakdown of parking requirements to the site plan drawing to meet the Zoning Bylaw. A total of 23 spaces are needed where we have 25. As mentioned previously the site is presently covered with either asphalt or buildings, so there is no impact on storm water. We anticipate that a new hydro service will be needed along with upgraded sanitary and water service to the street due to the size of the new structure. The site is already serviced and these will be marginal increases only. The new building will not need sprinklers. Presently there is a sanitary line from Mill Street on the east that runs through this site but is not affected by this work. Changes to the other buildings will be internal in nature only.

There is a timing issue for the grant funding and a need to reduce the shelter costs from the offsite accommodation currently underway. As such we anticipate that the impact of this proposal is minimal and are requesting the exemption to speed up the project timetable.

We realize that the net area increase is beyond the 25% threshold for you to approve an exemption and as such this would have to come from Council. Thank you and we look forward to your support.

Yours truly,
WILCOX ARCHITECTS INC.

Per:



Glenn Wilcox, Architect
B.Arch., O.A.A

GW/CW/APCH 20060/Letter 003

MVW Construction & Engineering, Mark Wilson
City of Kawartha Lakes, Human Services Department, Hope Lee
Tim Welch Consulting, Tim Welch
A Place Called Home, David Tilley



Council Report

Report Number HH2020-005

Meeting Date: December 15, 2020
Title: Affordable Housing Target Program Policy Amendments
Author and Title: Hope Lee, Manager, Human Services (Housing)

Recommendation(s):

That Report HH2020-005, **Affordable Housing Target Program Policy Amendments**, be received; and

That the policy entitled CP 2019-004 Affordable Housing Incentives, attached as Appendix A to Report HH2020-005, be adopted and numbered for inclusion in the City's Policy Manual, replacing all predecessor versions.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

The Affordable Housing Incentives Policy, CP201-004, was approved by Council on November 19, 2019. The existing policy requires some amendments to clarify how incentives are provided and to revise the process.

This report addresses the required amendments to this policy.

Rationale:

The method of providing the incentives has been updated (for example a fee can be waived). It also identifies a reserve for Development Charge exemptions. The Development Charges Act requires the City to replenish the Development Charge reserve from non-Development Charge sources (e.g. tax levy, reserves etc.) for the resulting foregone revenue.

The other amendments pertain to the Affordable Housing Target Program (AHTP) process. As we work through the first intake of the AHTP we have identified some changes that would benefit the program.

Currently the program is anticipated to run at least once annually, starting with information sessions, then a period of pre submission. Following pre submission meetings are held with those proponents to complete a full application. The application period has a start and end date. Following the end date, no other applications can be received. This also starts the technical review, followed by the Steering Committee meeting to review and recommend and then the council reports to approve the Steering Committee recommendations.

Staff believe that limiting this to an annual process will not allow the City to deal with certain situations which are outlined below:

- The development and proponent can contribute to the targets, has missed the annual process; however, waiting for the next annual intake will not line up with the development timelines or the occupancy of the building.
- At the time of annual intake, not all information is available to assess and recommend the project; however, the information would be known prior to the next intake.
- New funding becomes available through the Service Manager or a proponent is able to access land or access funding through another source; however needs a decision on municipal incentives in order to qualify for the funding.

Due to these situations it is recommended that the program be amended as follows:

1. Human Services would record information sessions and have them available year round, ensuring they were updated as any program information changes
2. The pre submission process (Expression of Interest) would be open year round. On a regular basis the coordinator would review submissions received. If submissions were received from proponents with time sensitive approvals required, these submissions would be addressed (work toward full application and review by technical team)
3. Steering Committee meetings would be setup on a quarterly basis however would only proceed if there were applications to consider.

Should Council approve the recommended amendments to the Policy, then staff will update associated Management Directive(s) accordingly.

Other Alternatives Considered:

None.

Alignment to Strategic Priorities

This report aligns to the Exceptional Quality of Life strategic priority. It contributes directly to the goal of:

- Continuing to encourage mixed development, with a focus on affordable, attainable and purpose built housing.

Financial/Operation Impacts:

While this policy identifies certain municipal incentives available to proponents developing affordable housing, they would be approved by council based on specific applications.

Consultations:

None.

Attachments:

Appendix A Policy CP2019-004 Affordable Housing Incentives, inclusive
of proposed amendments in tracked changes



CP2019-004
Affordable Housing Ir

Department Head E-Mail: rsutherland@kawarthalakes.ca

Department Head: Rod Sutherland

Council Policy No.:	CP2019-004
Council Policy Name:	Affordable Housing Incentives
Date Approved by Council:	November 19, 2019 (CR2019-643)
Date revision approved by Council:	December 15, 2020
Related SOP, Management Directive, Council Policy, Form	MD2020-001 through 006

Policy Statement and Rationale:

The City of Kawartha Lakes is the provincially designated Service Manager for the administration and delivery of Housing and Homelessness services under the Housing Services Act (“the Act”) within the City and the County of Haliburton.

Although the City is the designated Service Manager within the Act for the City and County, policy direction with financial impacts for both are developed in a coordinated approach.

This policy is applicable for additional affordable housing in both the City and the County since the Service Manager is the responsible party for approval and administration of the Municipal Housing Facility Bylaw and any project specific agreements occurring under that bylaw. The Service Manager is also the recipient and responsible for any federal and/or provincial affordable housing funding.

In connection with the council adopted Affordable Housing Framework, this policy will provide clarity and guidance to proponents wishing to assist the City or County in the development of new affordable housing units and more specifically in achieving targets established in the 2020-2029 Housing & Homelessness Plan.

Any incentive or funding will apply only to the unit(s) which meet or exceed the definition of affordable housing for the City and County as defined in Bylaw 2018-057.

Scope:

Eligible Proponent Types:

- KLH Housing Corporation (KLH)
- Community Housing Provider (CHP)
- Private Non Profit (PNP)

- Private Developer (PD)
- Habitat for Humanity (HH)
- Homeowner (HO)

Available Municipal Incentives:

The incentives listed in Table 1 are provided in order for proponents to complete expression of interest packages. While councils have approved these items as incentives to help create affordable housing units, proponents and budgets must still be approved on a case by case basis.

Table 1: Municipal Incentives

Incentive	Method	Eligible Proponent	Program Type
Municipally Owned Land	Donation	KLH, CHP, HH	New Rental Construction
Municipally Owned Land	Lease	KLH, CHP, PNP	New Rental Construction
Municipally Owned Land	Below Market Value	KLH, CHP, PNP, PD, HH	New Rental or Ownership Construction
Land Management Fees & Charges	Waived Offsetting grant	KLH, CHP, PNP, PD, HH	New Rental or Ownership Construction
Property Tax Exemption	Offsetting grant	KLH, CHP, PNP	New Rental Construction
Property Tax Deferral	Offsetting grant	PD	New Rental Construction, Secondary Suite, Rehabilitation
Pre Consultation Fee	Waived Offsetting grant	KLH, CHP, PNP, PD, HH	New Rental Construction, Secondary Suite, Rehabilitation
Zoning application fee, advertising fee	Waived Offsetting grant	KLH, CHP, PNP, PD, HH	New Rental or Ownership Construction, Rehabilitation, Secondary Suite



Council Policy

Incentive	Method	Eligible Proponent	Program Type
Official Plan Amendment application fee, advertising fee	<u>Waived</u> Offsetting grant	KLH, CHP, PNP, PD, HH	New Rental or Ownership Construction, Rehabilitation, Secondary Suite
Removal of Holding System application fee, advertising fee	<u>Waived</u> Offsetting grant	KLH, CHP, PNP, PD, HH	New Rental or Ownership Construction, Rehabilitation, Secondary Suite
Minor Variance application fee, advertising fee	<u>Waived</u> Offsetting grant	KLH, CHP, PNP, PD, HH	New Rental or Ownership Construction, Rehabilitation, Secondary Suite
Consent Fees, advertising fee	<u>Waived</u> Offsetting grant	KLH, CHP, PNP, PD, HH	New Rental or Ownership Construction, Rehabilitation, Secondary Suite
Site Plan Application Fees	<u>Waived</u> Offsetting grant	KLH, CHP, PNP, PD, HH	New Rental or Ownership Construction
Site Plan Security	Requirement to provide waived	KLH, CHP, PNP, PD, HH	New Rental or Ownership Construction
Subdivision or Condominium application fee, advertising fee	<u>Waived</u> Offsetting grant	KLH, CHP, PNP, PD, HH	New Rental or Ownership Construction
Building Permit Fee	<u>Exemption</u> Offsetting grant	KLH, CHP, PNP, PD, HH	New Rental or Ownership Construction, Rehabilitation, Secondary Suite
Demolition Permit Fee	<u>Exemption</u> Offsetting grant	KLH, CHP, PNP, PD, HH	New Rental or Ownership Construction, Rehabilitation
Accessory Dwelling Unit Permit	<u>Waived</u> Offsetting grant	KLH, CHP, PNP, PD, HH	Secondary Suite



Council Policy

Incentive	Method	Eligible Proponent	Program Type
Landfill Tipping Fees, contaminated soil & construction/demolition waste	<u>Waived</u> Offsetting grant	KLH, CHP, PNP, PD, HH	New Rental or Ownership Construction, Rehabilitation, Secondary Suite
Development Charges	<u>Exemption, recovery through Contingency Reserve</u> Offsetting grant	KLH, CHP, PNP, PD, HH	New Rental or Ownership Construction
Development Application Approvals Process (DAAP) fees	<u>Waived</u> Offsetting grant	KLH, CHP, PNP, PD, HH	New Rental or Ownership Construction
Parkland Levy	Requirement to provide land or cash value waived	KLH, CHP, PNP, PD, HH	New Rental or Ownership Construction
Entrance Permit	<u>Waived</u> Offsetting grant	KLH, CHP, PNP, PD, HH	New Rental or Ownership Construction
Conservation Permit Fee	<u>Waived</u> Offsetting grant	KLH, CHP, PNP, PD, HH	New Rental or Ownership Construction
Demolition Water Turn Off Service	<u>Waived</u> Offsetting grant	KLH, CHP, PNP, PD, HH	New Rental or Ownership Construction, Rehabilitation
Water & Sewer Connection Fee	<u>Waived</u> Offsetting grant	KLH, CHP, PNP, PD, HH	New Rental or Ownership Construction, Rehabilitation, Secondary Suite
Water & Sewer Frontage Charges	<u>Waived</u> Offsetting grant	KLH, CHP, PNP, PD, HH	New Rental or Ownership Construction, Rehabilitation, Secondary Suite
Water Responsibility Agreement Security	Security requirement waived	KLH, CHP, PNP, PD, HH	New Rental or Ownership Construction

Incentive	Method	Eligible Proponent	Program Type
Municipal Improvement Cost Sharing	Exemption Offsetting grant	KLH, CHP, PNP, PD, HH	New Rental or Ownership Construction
Debt Servicing Assistance	Secured financing only, reimbursement of interest and principal payments responsibility of proponent	KLH, CHP	New rental construction
Cash Contribution	Grant	KLH, CHP	New rental construction
Rent Supplement/Housing Allowance Funding	Operating subsidy	KLH, CHP, PNP, PD, HO	Existing Rental

Other Funding:

In addition, the Service Manager may have access to allocations of funding under certain federal and/or provincial programs. Any funding available within these programs will be communicated ~~on the City's website during the annual information/education sessions and Expression of Interest.~~

Rental Affordability Period:

In order to receive incentives, proponents will be required to meet affordable rents for a period of time. That period of time, or affordability period, will be established by considering the per unit contribution to the project by totalling the value of all incentives. The affordability period would range from a minimum of five years to a maximum of forty years.

Ownership Affordability Period:

In order to receive incentives, proponents will be required to initially offer the home at an affordable price, as agreed to by Service Manager.

Agreements:

New development ownership and rental proponents will enter into formal agreements that outline the requirements including the affordable home prices or rents, the

affordability period and the value of each incentive provided. The total value of the incentives will be registered on the title of the property. Registrations will not be removed until conditions are met (home sold at affordable price or end of affordability period). Should the agreement be breached at any point during its term, the full value of the original incentives provided will become due and payable to the Service Manager.

Existing rental proponents receiving rent supplement or housing allowance subsidies will enter into agreements that outline the requirements including the rents and affordability periods. These agreement are not registered on title as they are receiving monthly payments in order for tenants to receive a subsidy.

Policy:

1. Following the scope of this policy staff will develop management directives, standard operating procedures, applications, information and education packages.
2. Information including pre-recorded webinars will be available At least once each year this information will be delivered through workshops on the in the City and the County websites to interested proponents comprising at minimum of:
 - a. Overview of the plan and targets
 - b. Policy overview
 - c. How to participate in the Expression of Interest
 - d. Application intake information Next steps following the Expression of Interest Feedback on the policy and process
3. An Expression of Interest, application and review process will be developed by staff and documented within management directives or standard operating procedures.
4. At least once each year, following information sessions and prior to budgets being established, A request for Expressions of Interest form may be submitted at any time during the year. will be communicated publically. At least quarterly, applications from those submitting an Expression of Interest, will be accepted and reviewed.
- 4.5. The requirements of the application Expression of Interest process will include, but not be limited to some of the following:
 - a. How the project meets the affordable housing targets
 - b. A calculation and a sliding scale which provides the anticipated price or rental charge and affordability period based the dollar value of the incentives or funding being provided
- 5.6. Staff will assess applications Expressions of Interest in order to make recommendations which where required, will be included induring subsequent budget cycles.



Council Policy

6-7. Following approvals, proponents will be required to enter into municipal housing facilities agreement with the City.

Revision History:

Proposed Date of Review: **December 2021**

Revision	Date	Description of changes	Requested By
<u>1.00-0</u>	<u>Dec 2020</u> [Date]	<u>Clarification of methods to provide incentives</u> <u>Revision of application intakes</u> Initial Release	<u>Manager, Human Services</u>



Council Memorandum

Date: December 15, 2020

To: Council

From: Councillor Veale

Re: Drainage Board Composition

Recommendation

That the memorandum from Councillor Veale regarding the **Drainage Board Composition** be received;

That the Drainage Board's Terms of Reference be amended to allow for up to 3 Council Representatives as part of the overall composition of up to 7 members; and

That Deputy Mayor O'Reilly, be appointed to the Drainage Board for the remainder of the 2018-2022 term of Council.

Rationale

Due to the pandemic and recruitment challenges, it can be challenging to get enough members for a constructive discussion that best represents our residents and their drainage issues.

Public member recruitment is moving forward and having an additional Councillor on the board will assist with overall attendance. This will encourage a better and more productive discussion regarding drainage.



Memorandum

Date: December 15, 2020

To: City Council

From: Rod Sutherland, Director of Human Services

Re: Proposed Provincial Amendments to Child Care and Early Years Act

Recommendation

That the Memorandum from Rod Sutherland, Director of Human Services, **Proposed Provincial Amendments to Child Care and Early Years Act**, be received; and

That Council asks that the Province of Ontario reconsider the proposed amendments to the Child Care and Early Years Act and consult further with the sector and municipal service managers to design and implement Ontario's new child care plan, and to work with the federal government to implement a national child care plan with universal access across Canada; and

That a copy of this resolution be forwarded to the Premier of Ontario, the Minister of Education and MPP Laurie Scott.

Rationale

The provincial government has recently conducted a review of the Child Care and Early Years Act and has proposed a number of changes.

The attached email and report was submitted to all Council members by Compass Early Learning and Care requesting a resolution in opposition to the proposed amendments. This memo provides a suggested resolution should Council wish to support the recommendation from Compass Early Learning and Care.

There have been similar concerns across much of the Children's Service sector including the Ontario Coalition for Better Child Care and the Ontario Municipal Social Services Association (OMSSA). The Association of Municipalities of Ontario is encouraging the Province to continue consulting with OMSSA in support of the municipal service manager role.

From: Hanah McFarlane <hmcfarlane@compasselc.com>

Sent: Friday, November 27, 2020 1:08:41 PM

To: Council

Subject: Compass ELC responds to Ministry of Education's proposed changes to early years sector

Good afternoon,

Compass ELC runs child care and before and after school programming across CKL.

Please find the attached report submitted to the Ministry of Education Early Years division by Compass Early Learning and Care. It is in response to proposed changes to the Child Care and Early Years Act.

The feedback from our consultations with 75 members of Compass ELC including educators and families was clear and consistent. **We do not support the proposed changes to Age Ranges, Ratios and Group sizes, Qualifications, and a registry for Home Child Care.**

Toronto City Council just unanimously opposed the changes. (Article here: https://www.thestar.com/news/city_hall/2020/11/26/toronto-council-unanimously-urges-ford-government-to-abandon-proposed-changes-to-child-care-system.html).

We would like for every council throughout our child care communities to do the same. Please consider taking a stance on this issue.

Thank you,
Hanah

Hanah Howlett McFarlane
Communications Coordinator
(Pronouns: She/her/hers)



Compass Early Learning & Care

553 Bonaccord St.

Peterborough ON K9H 0K2

www.compasselc.com

We respectfully acknowledge that we work and play in Nogojiwanong on Michi Saagiig Anishnaabe territory.



CCEYA Review
Response-Compass



Response to, *“Consultation: strengthening early years and child care in Ontario”*

(Reviewing 2014 Child Care and Early Years Act)



“We must teach our children to smell the earth, to taste the rain, to touch the wind, to see things grow, to hear the sunrise and the night fall – to care”

– John Cleal, poet and artist

COMPASS

EARLY LEARNING AND CARE



OUR VALUES AND BELIEFS

TRUSTING
RELATIONSHIPS

LIFELONG
LEARNING

SAFE, CARING,
JOYFUL PLACES

RESPONSIBILITY
& ACCOUNTABILITY

COLLECTIVE
INTELLIGENCE

EQUAL
WORTH

CHILDREN ARE
THE HEART



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Executive Summary

Child care in Ontario has undergone a major transformation in the last 10 years. With the launch of Ontario's pedagogy for the Early Years, , How Does Learning Happen (HDLH), the sector has leaned into children's learning and development, creating inviting spaces for children to grow, learn and discover the world around them. The four foundations of HDLH: belonging; engagement; expression; and wellbeing are a foundation for policy and practice and have given our sector a structure for a system based on quality indicators; a system that is responsive to parents, respects early childhood educators and their practice and is based on research on brain development. Consultation: Strengthening Child Care in Ontario, with proposed changes to ratios and group size, qualifications, and a registry for unlicensed providers, threatens to undermine the progress that we have made in these last 10 years. Children need time and space to build relationships, explore, create, discover. They need to feel safe and cared for by educators who understand them and create invitations for learning. Children can take many months when entering child care to move from an emotional state to a cognitive state as they build the strong relationships with the caregivers. This transition is supported with ratios that allow for one-on-one time for caregivers to attend to immediate physical and emotional wellbeing, and time for reflection about the children's learning and theories. After an extensive consultation process we know that parents, educators and administrators feel strongly that the proposed changes for younger children in larger groups with older children will not provide this. While several of the commitments laid out in this document are supported by Compass Early Learning & Care (CELC), many of the strategies in this document are not supported. In the midst of a pandemic, when women, people of colour, Indigenous people with disabilities and other marginalized communities are being disproportionately affected, these proposed changes are particularly disturbing. Ontario, we can do better than this.



Key Recommendations:

1. Build a system of early learning and care based on sound research, best practices, and community need. Work with the federal government to build a universal child care system based on the principles of affordability, accessibility, quality, decent pay and improved working conditions for RECE's and child care staff.

2. Support and grow the number of ECE's in Ontario to meet the need. We do not support watering down qualifications as proposed. Reinstate the Early Years and Child Care Workforce Strategy. Provide financial resources to increase wages and working conditions, including \$5 per hour for wage enhancement, and accessible, flexible educational opportunities for those wanting to get their ECE diploma.

3. Invest in more child care spaces to meet the growing demand for high quality, licensed programming instead of lowering ratios that put children and staff wellbeing in jeopardy.

4. Set standards to require all home child care provided in Ontario be part of the licensed system. Develop a protocol that will bring the unlicensed providers into the licensed system with dignity, mutual respect and accountability rather than establishing an alternate system of registering with no accountability. This can be done in a gradual process using a registry as a first step administered by the licensed child care agencies.

5. Establish round tables with diverse perspectives to find solutions, consistent with principles articulated in HDLH and the Ontario and BC Early Years Framework that support families and children and will develop a system of early learning and care that is accessible, affordable and is seen around the world as a standard of care that is to be aspired to.





Introduction to Compass Early Learning & Care

MISSION:

Compass Early Learning and Care (CELC) is a progressive, non-profit organization where we work collaboratively to provide excellence in early learning and care. The richness and uniqueness of our learning environments are an invitation for adults and children to discover together the joy of learning.

VISION:

CELC envisions a place where children are valued as citizens of today; where the principles of democracy guide our relationships with children, families, colleagues and our community.

ABOUT:

At Compass Early Learning and Care our programs offer a place for exploration, wonder and rich learning opportunities discovered through children's play. In partnership with families and children we provide a child centered, emergent curriculum that fosters and promotes the development of the whole child. Our days are guided by the interests

of the children and carefully framed and negotiated by our educators and staff. Our strong view of children as capable, competent and curious about the world around them guides the way in which we design our environments, experiences and interactions. The inspiration for our work comes not only from the children, but also from the educators of Reggio Emilia. We see curriculum as everything that happens in our days and consider each moment as an opportunity to build relationships and create an atmosphere that nurtures children and adults. We hold children and childhood in deep regard.

CELC is an \$18M childcare organization in East-Central Ontario

We have 351 staff who provide services through 38 licensed childcare programs and a licensed home child care agency with 50 licensed homes. We serve over 2000 families in the City and County of Peterborough, Durham Region, City of Kawartha Lakes and Northumberland County. In addition, we have 3 Initiatives that provide professional learning and experiential learning for children and adults.

2000+ # OF FAMILIES SERVED

351 # OF EMPLOYEES

190 FULL TIME/PERMANENT

48 10+ YEAR EMPLOYEES



CELC Initiatives:

PROFESSIONAL LEARNING & CONSULTING

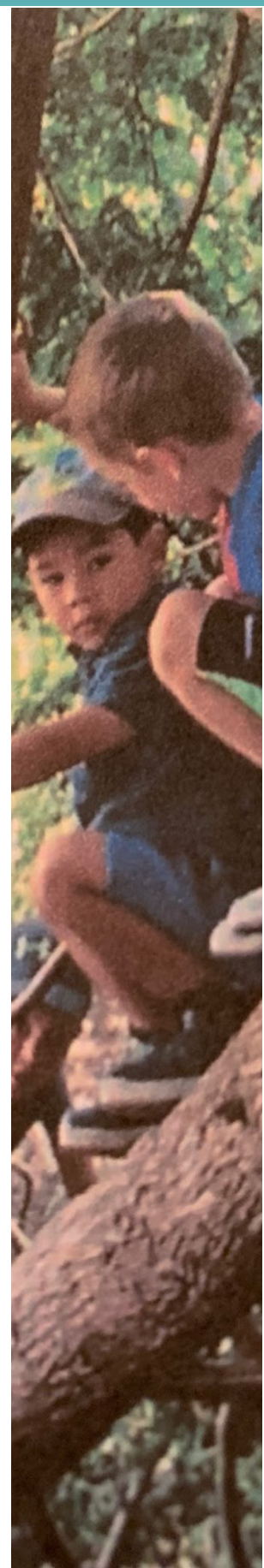
We have offered professional learning opportunities and consulting services throughout North America, Europe and Asia. Research from our classrooms is highlighted to promote reflective thinking and pedagogical leadership as fundamental to early learning and care. As a provincially recognized, high quality early learning and care organization, we provide professional learning through consulting services, study tours and centre visits/tours. All of our work is grounded in strong values and the high image we hold of children, educators and families.

MATERIALS INITIATIVE:

At Compass Early Learning and Care, we are working to build a better future for our children. We believe that this vision includes rethinking the materials and resources that find their way to landfill as junk or to the recycle bin. We are excited by the idea that many of these materials offer excellent learning tools for children. We re-purpose unwanted manufacturing cut-offs and discards for use by children, educators, families and artists. Our goal is to nurture a sense of value for materials, recognizing that we are connected to them through the people who gathered or mined the raw resources, the people who made them, delivered them, retrieved them for salvage and those who used them during their first life.

OUTDOOR INITIATIVE:

Compass Early Learning and Care is a licensed TimberNook Provider. At the heart of TimberNook programming is the philosophy that children flourish when given the time and space to play in sensory-rich, experiential learning environments. TimberNook is designed as an outdoor, sensory-rich experience that inspires, restores, and challenges children's minds and bodies. Therapeutic benefits of this program include improvement in coordination and balance, attention span, vestibular sense and auditory processing (Timbernook.com).



Methodology

CONSULTATIONS

We conducted two staff consultations, one Home Child Care Provider Consultation and three parent and family consultations between the dates of October 27 to November 12, 2020 with over 75 direct participants. Their feedback was clear and consistent. The participants agreed that they did not support the proposed changes to Age Ranges, Ratios and Group sizes, Qualifications, and a registry for Home Child Care. Educators reported that the added responsibilities and cleaning presented during Covid has them feeling “overwhelmed” and couldn’t imagine adding more, younger children to that mix.

One Program Lead remarked:

“This is a Serious Occurrence waiting to happen.”

Parents were in agreement, with one parent remarking, “I don’t want my child to be the next Eva, because the government wants to put more children into a classroom.” Another parent stated that they were sorry for the parents coming into the system because they wouldn’t have the quality of care that they had. Still other parents remarked that it was appalling that the government was suggesting these changes during a pandemic, and that these changes would affect those in our society who are already disproportionately disadvantaged, including women, children, indigenous, people of colour and other marginalized groups.



RESEARCH

Research on early development is clear – relationships matter. Recommendations on the number of children per staff range from 3 infants to 4, for with a maximum group size of 6 to 8 infants (childcare.gov). The proposed infant toddler grouping far exceeds this at 12 children for 3 educators.

Our own experience at CELC has taught us the magic that can happen with smaller group sizes. We listen more and discover more and explore together. Children are far more adventurous, feeling a sense of safety and wellbeing.

There may be many administrators who are recommending this so that they can fill their classrooms. We ask that you resist this rhetoric.

It is not parents who are asking for more younger children in larger groups. It is not the educators who care for the children every day. They know all too well, the consequences of large group sizes.

These are children: a business strategy does not work unless it takes into consideration the social and emotional wellbeing as the primary goal.

Home Child Care Providers agreed that they did not support the development of a registry with no accountability.



United Nations Sustainable Development Goal #4 Quality Education:
Ensure inclusive and equitable quality education and promote lifelong learning opportunities for all.

Responses to 'Commitments'

[LINK TO STRENGTHENING EARLY YEARS AND CHILD CARE IN ONTARIO, 2020 REPORT](#)

COMMITMENT 1: SUPPORT QUALITY IN CHILD CARE AND EARLY YEARS SETTINGS

Compass Early Learning and Care supports the development of a quality statement. We are renowned for the quality of care and education that we provide in our programs. Our Executive Director of Pedagogy, Lorrie Baird, is an expert in pedagogical leadership and works closely with early learning and child care organizations across Ontario including Early On programs, child care organizations, municipalities, and community groups.



Lorrie is a co-author of the Ministry of Education document, **“Think, Feel, Act: Lessons from research about young children”**

Lorrie has spent the last 15 years of her career supporting quality early learning and care through pedagogical leadership. We would be pleased to support the development of the Quality Statement.

Compass Early Learning and Care supports a range of licensing processes to ensure that all children in Ontario receive a quality early learning experience. We would support a registry that was administered by licensed agencies and seen as a bridge to licensing. We would also support a provincial discussion on how partnerships of licensed agencies and providers can be strengthened. Further, the practices of home child care agencies have traditionally been built on a power-over model of oversight that is changing. However, the stigma remains. Efforts are required to bring unlicensed providers and agencies together.





Placing the registry with an alternate agency or with the Ministry of Education would undermine this relationship and create a two-tier system where complexity already exists.

HDLH has had a significant impact on the early learning and child care sector. Reflective practice takes time. This is time spent with children to understand and deepen their theories, as well as time spent with educators to study children's learning and play in order to provide learning opportunities that will further their exploration and discovery of the world around them.

We support building on this excellent work and recommend that the Ministry of Education provide resources to allow educators this valuable time for reflective practice and professional development.

"LEARNING AND TEACHING SHOULD NOT STAND ON OPPOSITE BANKS AND JUST WATCH THE RIVER FLOW BY; INSTEAD, THEY SHOULD EMBARK TOGETHER ON A JOURNEY DOWN THE WATER. THROUGH AN ACTIVE, RECIPROCAL EXCHANGE, TEACHING CAN STRENGTHEN LEARNING AND HOW TO LEARN."

~ LORIS MALAGUZZI



COMMITMENT 2: CREATE FLEXIBLE OPTIONS FOR FAMILIES & PROVIDERS

Compass Early Learning and Care supports flexible options for families that meet the quality standards identified by research and best practice. This does not include having more children of a younger age in larger group sizes.

We do not support the Schedule 2 changes for infant/toddler and toddler/preschool groupings. The last regulation changes included decreasing the hours in which child care programs could operate with reduced ratios. We supported this move because it was best for children and families. We do not support this new proposal because it is not best for children and families. There is flexibility within the current regulations to support choices for families and children. CELC works with our Ministry of Education Program Advisors to find solutions, within the guidelines, to meet family and program needs.

Compass Early Learning and Care would support a two-provider model with restrictions. This is not a model for every home or every provider. We would support a pilot project with a view to developing criteria for a successful model.

Compass Early Learning and Care does not support the removal of the 3-hour rule for specified authorized recreational programs. This again would create a two-tier system where the families who can afford the higher quality licensed child care program would pay for it. Those who cannot and don't qualify for subsidy would be forced to have their children in the free or low-cost recreational program with unqualified staff. This has been our experience in a number of schools where we operate alongside recreational programs.

Parents, educators and academics at CELC are saying a resounding NO to Schedule 2.



COMMITMENT 3: UPDATE STAFFING QUALIFICATIONS TO SUPPORT WORKFORCE RETENTION

Compass Early Learning and Care supports strategies to recruit and retain early childhood educators. The main barriers to this are poor wages and working conditions and lack of opportunities to get an ECE diploma. At CELC we have many educators in the apprenticeship program. There is a long waiting list and some educators wait over three years to begin their courses. We recommend that the provincial government improve access to the apprenticeship program and explore ways for colleges to increase access for part-time students. In addition, we recommend that the provincial government increase the Wage Enhancement Grants to \$5 per hour with a cap that matches the average highest wage for Designated Early Childhood Educators (DECE's) in the school system and municipal child care workers.

Compass Early Learning and Care does not support watering down qualifications for staff. We do not support redefining qualified staff to include child and youth care, recreation and leisure, or teacher qualifications.

Flexibility already exists in practice to allow for these qualifications on an interim basis.

We do support the expansion of the practice of Prior Learning Assessments at colleges to recognize the skills and experience that these individuals bring to their positions.

Compass Early Learning and Care does not support the allowance of unqualified staff to replace a qualified staff for up to two weeks. This is not a good policy option for quality early learning and child care. Our profession has worked hard for professional recognition. It will mean nothing if the requirements to have an ECE are diminished. As Early Childhood Educators, we embed HDLH into our daily practice. This is an ECE practice that is reinforced through education and discipline. We value other disciplines into our organization as part of a wholistic view of the child. To this end, when we find someone with the disposition who does not have their ECE, we make it mandatory as a condition of employment that they work towards their RECE designation. Watering down the qualification will not make our field more desirable, but access to education to obtain their ECE, and decent wages and working conditions will. For this reason, we are recommending that the Ministry of Education increase the wage enhancement to \$5 per hour for staff and \$40 per day for providers and to increase the cap to the average of the top DECE rate in the province.



COMMITMENT 4: CLARIFY REQUIREMENTS FOR INCLUSION OF CHILDREN WITH SPECIAL NEEDS

CELC supports the clarification of guidelines related to Special Needs Resourcing to reflect the best practices across the province. Hours of time spent on reports that need to be signed by multiple partners does not ensure a quality experience for families or children.

WE RECOMMEND THE FOLLOWING:

- Benchmarks for inclusion of children with special needs that identify the strategies within the classroom to support the growth, development and social emotional wellbeing of identified children
- Integration of the infant development program and the special needs resource programs
- Identifying funding for enhanced staffing as a major component of a special needs strategy





COMMITMENT 5: SUPPORT INDIGENOUS-LED AND CULTURALLY RESPONSIVE PROGRAMMING

CELC supports an enhanced strategy for Indigenous-led and culturally responsive programming. At CELC, we have begun to think about, and include indigenous teachings into our orientation process and professional learning plans. Understanding our role as citizens in Truth and Reconciliation will create a more equitable society with a deep understanding of how colonialism has affected the livelihood and wellbeing of Indigenous people. We recommend that the concepts in the BC Early Learning Framework be adopted by Ontario to further this principle.



COMMITMENT 6: REDUCE ADMINISTRATIVE BURDEN AND ADDRESS ISSUES AND GAPS

CELC supports the reduction of administrative burden and red tape. Further to the measures outlined in the document, CELC recommends that the Ministry of Education review requirements for Director's approval, so that once an individual has Director's approval, that approval can be transferred to another program. Currently, another application for approval would need to be completed. Also, when supervisors return from a leave, they should not be required to be approved again.

Recommendations & Next Steps



Based on the above information compiled through consultations, research and reflection, we recommend that the Ministry of Education, through the Child Care and Early Years Act:

1. Build a system of early learning and care based on sound research, best practices, community need.

All proposed changes come from the premise of not watering down ratios, group sizes and age groups. As stated previously, recommendations vary as to the ratios for infants. However, the proposed recommendations far exceed those of most countries including the United States, not known for its exemplary child care. Compass Early Learning and Care has hundreds of children on our waiting lists for child care and we partner with the Ministry of Education to make accommodations whenever the guidelines in the CCEYA do not match the needs of the community. For instance, in rural areas, we have been grateful to work with our Ministry of Education Program Advisor to develop licensing groupings (such as family groupings) that work for families in these communities.

2 Support and grow the number of ECEs in Ontario to meet the need.

We do not support watering down qualifications as proposed. Provide more resources to increase wages, improve working conditions, and expand educational opportunities for those wanting to get their ECE diploma.

3. Invest in more spaces.

Meet the growing demand for high quality, licensed programming by investing in more child care spaces rather than lowering ratios that put children and staff wellbeing in jeopardy.





4. Set standards for all home child care to become licensed.

Develop a graduated system of licensing that can begin with a registry with the pathway to becoming a licensed provider through a system of dignity, mutual respect and accountability. Survey reports from Northumberland County and from the Coalition of Independent Child Care Providers of Ontario cite that independent providers are reluctant to join licensed child care agencies because they fear losing their independence and lower income potential due to agency administrative fees. In recent years the income of licensed home child care has increased with wage enhancement grants and base funding. Additional funding is required to meet the growing number of providers joining child care agencies. Support is needed for child care agencies and independent providers to create structures of transparency together, creating common goals and values that guide their work. Based on brain research that tells us

that we learn far more when we feel safe, respected and valued for our contribution, independent child care providers and agencies can work together to support a strong and healthy child care system for Ontario families. Creating another system to which the independent providers would belong will further breach this relationship and undermine the work to create more licensed spaces.

5. Establish round tables with diverse perspectives to find alternatives

Find alternatives that support families and children and will develop a system of early learning and care that is accessible, affordable and seen around the world as a standard of care that is to be aspired to. We recommend that the Ontario Coalition for Better Child Care be invited to this table to represent the child care agencies and advocacy groups in this province.



Parents as Partners

Families know their children best and we believe their contributions are essential to their child's learning and development.

Expression

We create a safe environment where the voices of children, educators and families are valued. We welcome all perspectives as an important part of building relationships and creating quality early learning.

Wellbeing

We offer joyful days of learning and laughter and time to discover and experience the world. Our nutritious meals are an important part of creating a healthy lifestyle.

Environments

Our playrooms are designed to engage children's natural desire to explore and discover the world around them. We hold a deep respect for our environment, offering children many opportunities to connect with nature.

Community

We promote and value a sense of personal integrity, social responsibility and respect for ourselves and others. We practice the principles of democracy and social justice in our organization and communities.

Leadership

As dedicated leaders, we are committed to advocating for the highest quality of care in our community and across the province.

Life-Long Learners

Growing and learning together is a lifelong journey that happens every moment of every day. We provide time and resources so that each child can benefit from the latest research and best practice in early learning.

Together we discover the joy of learning.

FOR FURTHER INFORMATION PLEASE CONTACT:

Sheila Olan-MacLean, CEO
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solan@compasselc.com

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PETERBOROUGH, ON K9H 0K2



Council Report

Report Number RD2020-012

Meeting Date: December 15, 2020

Title: Task Force - Off Road Vehicle Use of Municipal Roads

Description: Proposed terms of reference for a task force related to review of off road vehicle use of municipal roads.

Author and Title: Bryan Robinson, Director of Public Works

Recommendation(s):

That Report RD2020-012, Task Force – Off Road Vehicle Use of Municipal Roads, be received;

That the Terms of Reference in Appendix A to Report RD2020-012 be approved by Council;

That Councillors _____, _____ and _____ be appointed to the Task Force; and

That Staff be authorized to proceed with recruitment of task force members.

Department Head: _____

Financial/Legal/HR/Other: _____

Chief Administrative Officer: _____

Background:

Historically, legislation prevented off road vehicles from using municipal roads unless the municipality grants specific permission. The City of Kawartha Lakes passed By-Law 2009-116, as amended to address this need and designate roads appropriate for use of off road vehicles.

The recently passed Bill 107 – Getting Ontario Moving Act makes changes to the Highway Traffic Act transitioning the authority to address local use of municipal roads to the Municipality. It will be up to municipalities to impose restrictions via By-Law where deemed necessary instead of granting permission were deemed appropriate.

The province in Ontario Regulation 316/03: Operation of Off Road Vehicles on Highways has expanded the type of Off-road vehicles (ORV) permitted on the roads, allowing Extreme Terrain Vehicles (XTV) as well as Off-Road Motorcycles (ORM) on the shoulder of public roads, where permitted. Vehicle plating, driver licensing and insurance requirements remain in place.

The legislative changes only affect roads under the jurisdiction of the Municipality, and does not affect roads and Highways under the jurisdiction of the Province of Ontario. The use of ORVs is still expressly prohibited within Provincial highway road allowances.

At the October 20, 2020 Council meeting Staff presented report RD2020-008 with information on the legislative changes and recommendations to address those changes as part of the City's Trails Master Plan due to be updated in 2021. After discussion, Council passed the following resolutions:

CR2020-320

Moved By Councillor Seymour-Fagan

Seconded By Councillor Ashmore

That Report RD2020-008, **Off Road Vehicle Use of Municipal Roads**, be received.

Carried

CR2020-321

Moved By Councillor Richardson

Seconded By Councillor Seymour-Fagan

That the amendments to Section 2.07 and Section 4.01 of By-Law 2019-077, being a By-Law to Regulate the Operation of ATV's and ORV's on Municipal Highways, outlined in Appendix A to Report RD2020-008, be approved;

That the necessary By-Law to amend By-Law 2019-077 be forwarded to Council for approval; and

That Staff present Terms of Reference for a Task Force dedicated to the review of off road vehicle use of municipal road to Council for consideration by the end of Q4, 2020; and

That the Task Force dedicated to the review of off road vehicle use of municipal roads report back to Council on or before the March, 2021 Committee of the Whole Meeting with a list of potential roads, streets and trails to be used by off road vehicles.

Carried

This report addresses that direction.

Rationale:

As clarified in the back ground section, Council has asked Staff to prepare a Terms of Reference for a task force to review off road vehicle use of municipal roads by Q4, 2020.

The proposed terms of reference for the task force with details on size, scope of work and specific tasks is attached as Appendix A to this report.

Upon approval, Staff will commence recruitment of the task force members and commence activities as prescribed in the Terms of Reference.

Other Alternatives Considered:

There are no alternatives provided as this is being presented resulting from resolution of Council.

Alignment to Strategic Priorities

The recommendations set out in this Report would support the following priorities in the Strategic Plan, being:

A Vibrant and Growing Economy

- By creating trail link(s), it would enhance tourism and increase the visitor spend in Kawartha Lakes.
- Link(s) would also allow Kawartha Lakes to show case features that can only be found here.

An Exceptional Quality of Life

- An increase to the trail system would promote personal wellness of the residents of Kawartha Lakes.

- Link(s) would promote access to additional transportation networks.
- Ensures recreation and leisure programs are available to all residents.

A Healthy Environment

- Creation of trail link(s), would allow users to travel on an approved road surface. In turn, this will help to protect and preserve our natural areas and prime agricultural lands which are currently used now.
- Approved route(s) could aid in the protection of our native flora and fauna, which otherwise may accidentally be damaged unknowingly by the user in an attempt to find unapproved link(s).

Financial/Operation Impacts:

The Terms of Reference clarifies that Task Force membership is a strictly voluntary position. There are no financial impacts resulting from this report other than Staff allocation of time.

Consultations:

Director of Community Services
Director of Engineering and Corporate Assets

Attachments:

Appendix A – Draft Terms of Reference for ORV Review Task Force



Terms of Reference
Task Force - Off Roa

Department Head E-Mail: brobinson@kawarthalakes.ca

Department Head: Bryan Robinson, P.Eng.

Terms of Reference

Name: Off Road Vehicle Use of City Road - Task Force

Date Established by Council: December 15, 2020

Task Force Completion/Reporting Date: June 30, 2021

Mission:

The Off Road Vehicle Task Force is established to provide advice and recommendations to Council on the use of off road vehicles, including all terrain vehicles (ATV's) and off road vehicles (ORV's) on municipal roads specific to the activities identified in the Terms of Reference.

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) Review and provide input on the use of municipal rights of way as trail linkages for off road vehicles to existing municipal infrastructure and/or established publically accessible trail networks. This includes but is not limited to the connection of the trail system across Lindsay;
- b) To review and provide recommendation(s) to Council under what circumstances and the appropriateness of enabling general access to municipal rights of ways to designated off road vehicles;
- c) To review and provide recommendation(s) to Council on restrictions or prohibitions related to the use of off road vehicles;
- d) To facilitate public and stakeholder consultation through regular meetings, surveys and/or public meetings as deemed appropriate by the Task Force related to the activities;
- e) Provide an interim report in March, 2021; and
- f) Other – as recommended and approved by Council.

Composition:

The Task Force shall be comprised of a maximum of seven (7) members consisting of up to four (4) members of the public and three (3) Council representatives all of whom will have full authority to debate and vote. The Task Force shall consist of a minimum of five (5) members. Task Force members will be appointed by Council appointment. The three (3) Council representatives shall form the interview / selection committee and make recommendations to Council.

Consideration shall be given by the Council representatives to select a broad range of public interests to ensure rounded and fulsome discussion on the Activities.

Appointment of Officers:

The Task Force shall, at its first meeting, elect from its membership a Chair, and Vice-Chair. 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:

Task Force members will be appointed for a term ending upon final recommendation to Council/Staff (targeted June 30, 2021). Any extension to this Term shall be recommended to Council via the liaison department through a report to Council with the final decision being that of Council.

Resources:

The Public Works Division, the Community Services Division and the Engineering and Corporate Assets Division will be represented on the task force by their respective Director or their assigned designate.

The Task Force may require support from various regulatory agencies such as Kawartha Lakes Police Services, the Ontario Provincial Police, Kawartha Region Conservation Authority and the Province of Ontario (Ministry of Transportation).

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.

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.

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. Where possible the meetings will be held using virtual technology.

Meetings:

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.

At the first meeting of the Task Force, an Orientation Session shall be held for members.

Working meetings throughout the term to advance the efforts of the work plan shall be held at the call of the Chair with the Chair providing notice of the working meetings to all members of the Task Force a minimum of three (3) business days prior to the date of each meeting through the Recording Secretary. No formal minutes are required to be taken at working meetings; however, notes shall be taken.

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 shall not be permitted to hold Closed Meetings.

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 Public Works 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 recommendations shall be brought forward to Council via the liaison department through a report to Council.

It will be the responsibility of the Task Force Chair to provide a memo to the liaison department identifying the Task Force recommendations for final 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

By-Law 2020-XXX

A By-law to Amend By-law 2020-001, being the Procedural By-law of the City of Kawartha Lakes

Recitals

1. Council adopted Resolution CR2020-376 on November 17, 2020 directing that Staff prepare an amendment to By-law 2020-001, being the Procedural By-law for the City of Kawartha Lakes, to provide for the submission of electronic petitions using the City's public engagement website.
2. An amendment is required to implement the recognition of petitions electronically submitted to Council
3. These changes require an amendment to the original by-law.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2020-XXX.

Section 1.00: Definitions and Interpretation

1.01 Definitions:

All defined terms in this amending By-law take their meaning from By-law 2020-001 of the City of Kawartha Lakes, and acknowledge the newly amended definition in Section 2.01 of this amending by-law.

1.02 Interpretation Rules:

- (a) The words "include" and "including" are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

Section 2.00: Amendment Details

- 2.01 **Amendment:** The definition for "Petition" in Section 1.01 of By-law 2020-001 is deleted in its entirety and replaced with the following:

"Petition" means a paper-based document requesting Council's consideration of a matter that contains twenty (20) or more original signatures; or means an electronic record requesting Council's consideration of a matter that contains more than twenty (20) or more unique names with contact information

- 2.02 **Amendment:** Section 10.11 of By-law 2020-001 is deleted in its entirety and replaced with the following:

Petitions, Communications or Correspondence:

Every petition, communication or correspondence to be placed on an Agenda of a Regular Council Meeting, Committee of the Whole or Planning Advisory Committee Meeting shall be submitted to the City Clerk by 12:00 p.m. noon on the second day preceding the day upon which the Agenda for that Meeting is issued (i.e. 12:00 p.m. noon Monday for Wednesday Agenda distribution). All communications or petitions received after the above delivery date and not pertaining to the matters listed on the Agenda for the Meeting shall be held over for consideration at the next Regular Meeting of Council, Committee of the Whole or Planning Advisory Committee unless otherwise approved by the Head of Council and Chief Administrative Officer.

The City Clerk shall refuse to place Petitions, Communications, or Correspondence on the agenda where:

- i. The subject matter involves current or pending litigation;
- ii. The subject matter involves insurance claims;
- iii. The subject matter involves administrative complaints that have not been reported and investigated through the administrative process;
- iv. The subject matter is beyond the jurisdiction of Council;
- v. The subject matter is contrary to the provisions of the Municipal Freedom of Information and Protection of Privacy Act; or
- vi. The document appears to be signed and/or submitted in a fraudulent manner as determined by the Head of Council, CAO, and City Clerk.
- vii. The Petition does not have the name or contact information of the Petition organizer(s).

The following Motions regarding Petitions are proper during this part of the agenda:

- Motions to receive a Petition;
- Motions to refer the matter to City staff or a Committee of Council for consideration; or
- Motions to direct City Staff to report back to Council,

Any other motion related to a Petition shall not be in order.

Signatories to any Petitions are deemed to have waived any expectation of privacy as a result of the record being created for the consideration of Council and the general public.

Paper Petitions shall contain the printed name, original signature, and some contact information (either mailing address, phone number, or valid email address) of the individuals signing it. Signatures without contact information shall be redacted by the Petition organizer or it will not be accepted by the City Clerk nor presented to Council. The petition request shall be listed at the top of each page for multi-page petitions. Petition organizers are recommended to use a Petition template made available by the City Clerk.

Electronic Petitions shall contain the name, address and valid email address for each person deemed to have 'signed' the Petition. Electronic Petitions shall be submitted through a designated City of Kawartha Lakes public engagement website, and not through a third-party website. The City Clerk may prepare standard operating procedures for staff to regulate the processing and receipt of electronically prepared Petitions, and make them available on the City's website.

Section 3.00: Administration and Effective Date

- 3.01 **Administration of the By-law:** The City Clerk is responsible for the administration of this by-law.
- 3.02 **Effective Date:** This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this 15th day of December, 2020.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

The Corporation of the City of Kawartha Lakes

By-Law 2020-TBD

A By-law to Authorize Borrowing from Time to Time to Meet Current Expenditures During the Fiscal Year ending December 31, 2021 in the City of Kawartha Lakes

Recitals

1. The Municipal Act provides authority for a Council by by-law to authorize the Head of Council and the Treasurer to borrow from time to time, by way of promissory note any sums as the Council considers necessary to meet, until taxes are collected and other revenues received, the current expenditures of the Corporation for the year.
2. The total amount which may be borrowed from all sources at any one time to meet the current expenditures of the Corporation, except with the approval of the Ontario Municipal Board, is limited by Section 407 of the Municipal Act, 2001.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2020-TBD.

Section 1.00: Definitions and Interpretation

1.01 Definitions: In this by-law,

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

“City Clerk” means the person appointed by Council to carry out the duties of the clerk described in section 228 of the Municipal Act, 2001;

“Council” or “City Council” means the municipal council for the City;

“Current Year” means 2021.

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

1.02 Interpretation Rules:

(a) Wherever this By-law refers to a person or thing with reference to gender or the gender neutral, the intention is to read the By-law with the gender applicable to the circumstances.

(b) References to items in the plural include the singular, as applicable.

(c) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

- 1.03 **Statutes:** References to laws in this by-law are meant to refer to the statutes, as amended from time to time, that are applicable within the Province of Ontario.
- 1.04 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

Section 2.00: Authorization

2.01 Authorization

The Head of Council and the Treasurer are authorized to borrow from time to time by way of promissory note during the Current Year, the sums necessary to meet, until the taxes are collected, the current expenditures of the City, and the other amounts that are set out in Subsection 407(1) of the Municipal Act, 2001

2.02 Lender

The lender from whom amounts may be borrowed under authority of this By-law shall be the Royal Bank of Canada and any other lenders as named from time to time by resolution of Council

2.03 Amount Borrowed

The total amount which may be borrowed at any one time under this By-law together with the total of any similar borrowings that have not been repaid, shall not exceed those limits established by the appropriate Provincial Ministries from time to time, and any borrowing limitations shall be temporarily calculated upon the estimated revenues of the City as set forth in the estimates adopted for the 2020 fiscal year until the estimates are adopted from the Current Year.

2.04 When Borrowing

The Treasurer shall, at the time when any amount is borrowed under this By-law, ensure that the lender is or has been furnished with a certified copy of this By-law a certified copy of the resolution mentioned in Section 2.02 determining the lender, if applicable, and a statement showing the nature and amount of the estimated revenues for the Current Year not yet collected and also showing the total of any other amounts borrowed from any and all sources under authority of Section 407 of the Municipal Act, 2001 that have not been repaid.

2.05 Where Estimates Not Yet Adopted

(a) If the estimates for the Current Year have not been adopted at the time an amount is borrowed under this By-law, the total borrowings, as set out in Section 2.03 of this By-law, shall be calculated for the time being upon the estimated revenues of the City as set forth in the estimates adopted for the next preceding year, less all revenues for and on account of the Current Year.

- (b) If the estimates for the Current Year have not been adopted at the time an amount is borrowed under this By-law, the statement furnished under Section 2.04 shall show the nature and amount of the estimated revenues of the City as set forth in the estimates adopted for the next preceding year and the nature and amount of the revenues received for and on account of the Current Year.

2.06 Security Interest

All or any sums borrowed under this By-law shall, with interest thereon, be a charge upon the whole of the revenue of the City for the Current Year and for any preceding years as and when those revenues are received, provided that the charge does not defeat or affect and is subject to any prior charge then subsisting in favour of any other lender.

2.07 Payment on Debt

The Treasurer is authorized and directed to apply in payment of all or any sums borrowed under this By-law, together with interest, all or any of the monies collected or received, either on account or, or realized in respect of, the taxes levied for the Current Year and preceding years or from any other source, which may lawfully be applied for those purposes.

2.08 Promissory Notes

Promissory notes made under Section 2.01 shall be sealed with the seal of the City and signed by the Head of Council and Treasurer.

Section 3.00: Administration and Effective Date

3.01 Administration of the By-law: The Treasurer is responsible for the administration of this by-law.

3.02 Effective Date: This By-law shall come into force on the January 1st, 2021.

By-law read a first, second and third time, and finally passed, this 15th day of December 2020.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

The Corporation of the City of Kawartha Lakes

By-Law 2020-

A By-law to Levy Interim Taxes for 2021 in the City of Kawartha Lakes

Recitals

1. Subsection 317 (1) of the Municipal Act, 2001, S.O. 2001, c. 25, provides that the Council may, prior to the adoption of the estimates for the year under Section 290, pass a by-law levying amounts on the assessment of property in the municipality rateable for the municipality's purposes.
2. Subsection 317 (2) provides that the by-law may be passed in November or December of the previous year if it provides that it does not come into force until a specified day in the following year.
3. Subsection 317 (3) provides that the amount levied on a property shall not exceed the prescribed percentage, or fifty per cent (50%) if no percentage is prescribed, of the total amount of taxes for municipal and school purposes levied on the property for the previous year.
4. Paragraph 317(3) 3 provides that if any taxes for municipal and school purposes were levied on a property for only part of the previous year because assessment was added to the tax roll during the year, an amount shall be added equal to the additional taxes that would have been levied on the property if the taxes for municipal and school purposes had been levied for the entire year.
5. Council requires a by-law for the interim tax levy for 2021, for the issuance of interim tax bills in January.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2020- .

Section 1.00: Definitions and Interpretation

1.01 Definitions: In this by-law,

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

"City Clerk" means the person appointed by Council to carry out the duties of the clerk described in section 228 of the Municipal Act, 2001;

"Council" or "City Council" means the municipal council for the City;

“Manager of Revenue and Taxation” means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another employee appointed by Council to carry out these responsibilities;

1.02 Interpretation Rules:

(a) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

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

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

Section 2.00: Levy

2.01 Percentage: The amount to be levied on each rateable property within the City of Kawartha Lakes shall be fifty per cent (50%) of the annualized amount of taxes for municipal and school purposes in 2020.

2.02 Due Dates: Taxes levied under this By-law are payable in two installments. The first installment shall be payable on February 25, 2021, and the second installment shall be payable on April 29, 2021.

2.03 Notices: The Manager of Revenue and Taxation or delegate, is authorized and directed to cause to be mailed or delivered, the notice of taxes due under this By-law to the address of the residence or place of business of the person to whom such notice is required to be given according to the last assessment roll for the City as amended by the Municipal Property Assessment Corporation.

Section 3.00: Payments

3.01 Payments: All taxes payable pursuant to this By-law are payable to the City. All taxes, including local improvement assessments, water and wastewater rates and other rents, rates or charges payable or collected as taxes, can be paid as follows:

- (a) at City Hall, at 26 Francis Street, Lindsay;
- (b) at any City office or service center;
- (c) by mail addressed to City of Kawartha Lakes, P.O. Box 696, Lindsay, Ontario, K9V 4W9; or
- (d) provided they are paid on or before the due dates as specified in Article 2.00 of this By-law, taxes may be paid into any Chartered Bank of Canada, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire Incorporated subject to The Credit Unions and Caisses Populaires Act, to the credit of the City.

- 3.02 **Partial Payment:** The Manager of Revenue and Taxation or delegate, is authorized and directed to accept part payment from time to time on account of any taxes due, and to give a receipt for the payment. Acceptance of any payment shall not affect the collection of any percentage charge imposed and collectable under any applicable legislation, common law or City by-law in respect of non-payment of any taxes or any class of taxes or of any installment of taxes.

Section 4.00: Administration and Effective Date

- 4.01 **Administration of the By-law:** The Manager of Revenue and Taxation or delegate, is responsible for the administration of this by-law.

- 4.02 **Effective Date:** This By-law shall come into force on January 1, 2021.

By-law read a first, second and third time, and finally passed, this [redacted] day of [redacted], 2020.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

The Corporation of the City of Kawartha Lakes

By-Law 2020-

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

Recitals

1. By-laws may be passed to establish and require the payment of fees for information, services, activities and use of City property.
2. Section 391 of the Municipal Act 2001, S.O. 2001, as amended, provides for a municipality to pass by-laws imposing fees or charges on persons for services and activities provided or done by or on behalf of it, for cost payable by it for services or activities provided or done by or on behalf of any other municipality or local board, and for the use of its property including property under its control.
3. Section 69(1) of the Planning Act R.S.O 1990, c.P.13, as amended, provides that a municipality may establish a tariff of fees for the processing of applications.
4. Section 7 of the Building Code Act, 1992, S.O. 1992, as amended, authorizes a municipal council to pass by-laws concerning the issuance of permits and related matters requiring the payment of fees on applications for and on the issuance of permits.
5. Section 398(2) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, authorizes a municipality to add fees and charges to the tax roll for the property and collect them in the same manner as municipal taxes.
6. This by-law consolidates all fees charged by the municipality into one by-law.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2020- .

Section 1.00: Definitions and Interpretation

1.01 Definitions:

All defined terms in the amending By-law take their meaning from By-law 2018-234 of the City of Kawartha Lakes.

1.02 Interpretation Rules:

- (a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.
- (b) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

Section 2.00: Amendment Details

- 2.01 **Amendment:** Schedules A to H to By-law 2018-234 are deleted in their entirety and replaced with Schedules A to I, attached to this by-law to be implemented.

Section 3.00: Administration and Effective Date

- 3.01 **Administration of the By-law:** The Director of the City Departments are responsible for administration of the respective department fees as approved in Schedules A to H to this by-law.
- 3.02 **Effective Date:** This By-law shall come into force on **January 1, 2021**.

By-law read a first, second and third time, and finally passed, this day of , 2020.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

Index of Schedules



Consolidated Fees
Schedules_Fee Char

Schedule A - Administration

Schedule B - Business Licensing

Schedule C - Fire and Emergency Services

Schedule D - Parks, Recreation and Culture

Schedule E - Planning and Development

Schedule F - Engineering

Schedule G - Waste Management

Schedule H - Public Works

Schedule I - Transit

Schedule A – Administration					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
A - 1 Corporate					
Certified Documents - City of Kawartha Lakes documents	each request	plus photocopy fee	\$11.00	\$11.00	By-law 2003-046
Facsimile Received	page		\$1.25	\$1.25	By-law 2003-046
Facsimile Sent - Local	page		\$1.25	\$1.25	By-law 2003-046
Facsimile Sent - Long Distance	page		\$2.25	\$2.25	By-law 2003-046
Oath Administration	each request		\$11.00	\$11.00	By-law 2003-046
Oath Administration: Related to Pension Documents	each request		no charge	no charge	By-law 2003-046
Photocopies	page		\$0.50	\$0.50	By-law 2003-046
Photocopies - colour letter and legal size	page		\$0.75	\$0.75	By-law 2003-046
Photocopies - black and white 11 x 17	page		\$1.25	\$1.25	By-law 2003-046
Photocopies - colour 11 x 17	page		\$1.25	\$1.25	By-law 2003-046
Photocopies - black and white larger than 11 x 17	per linear foot		\$1.75	\$1.75	By-law 2003-046
Photocopies - colour larger than 11 x 17	per linear foot		\$2.00	\$2.00	By-law 2003-046
A - 2 Revenue & Taxation					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
Account Adjustment Fee (Mortgage Company)	each		\$35.00	\$35.00	By-law 2003-046
Administration Fee - Loans added to Property Taxes - Drainage Ditches	each		\$165.00	\$165.00	120 FD 014
Administration Fee - Loans added to Property Taxes - Septic Rehabilitation Program	each		\$165.00	\$165.00	By-law 2014 115
Administration Fee - Loans added to Property Taxes - Work on Private Land (Water & Sewer Projects)	each		\$165.00	\$165.00	CORP 2016-015
Administration Fee - Tax Sales	each		\$360.00	\$360.00	By-law 2003-046
Credit Card Service Fee	each		as charged by provider	as charged by provider	By-law 2003-046
Duplicate Receipt	each		\$25.00	\$25.00	By-law 2003-046
Interest on Loan added to Taxes - Drainage Ditches, Septic Rehabilitation, Work on Private Land (Water & Sewer Projects)	each		2% above Infrastructure Ontario Lending Rate	2% above Infrastructure Ontario Lending Rate	Various
Large Account Fee	each		\$9.00	\$9.00	By-law 2003-046
Late Payment Charges - Miscellaneous Revenues (not compounded)	month		1.25%	1.25%	By-law 2003-046
Mortgage Company/Agenda Additions	each		\$15.00	\$15.00	By-law 2003-046
New Account Administration Fee	each		\$40.00	\$40.00	By-law 2003-046
Registered Mail	each		\$35.00	\$35.00	By-law 2003-046
Reminder Notices	each		\$25.00	\$25.00	By-law 2003-046
Reprint of Invoice	each		\$30.00	\$30.00	By-law 2003-046
Retrieval of Post Dated Cheque	each		\$40.00	\$40.00	By-law 2003-046
Returned Cheque Fee	each		\$40.00	\$40.00	By-law 2003-046
Site Visits - Tax Accounts	each		\$200.00	\$200.00	By-law 2003-046
Subsearch of Property Title	each	Plus costs	\$87.00	\$87.00	By-law 2003-046
Tax Arrears Extension Agreement	each		\$250.00	\$250.00	By-law 2003-046
Tax Payment Certificates	each		\$60.00	\$60.00	By-law 2003-046
Tax Searches	each		\$35.00	\$35.00	By-law 2003-046
Transfer of Electronic Payments	each		\$35.00	\$35.00	By-law 2003-046
A – 3 Water and Wastewater					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
Administration Fees					
Duplicate Bill (per copy)			\$30.00	\$30.00	By-Law 2018-039
Duplicate Receipt			\$30.00	\$30.00	By-Law 2018-039
Final Meter Readings			\$0.00	\$0.00	By-Law 2018-039

Schedule A – Administration					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
New Account Administration Fee			\$40.00	\$40.00	By-Law 2018-039
Registered Mail			\$35.00	\$35.00	By-Law 2018-039
Retrieval of Post Dated Cheque			\$40.00	\$40.00	By-Law 2018-039
Returned Cheque Fee			\$40.00	\$40.00	By-Law 2018-039
Special Meter Readings			\$112.00	\$112.00	By-Law 2018-039
Statement of Account Activity (per year)			\$42.00	\$42.00	By-Law 2018-039
Transfer Payment to Different Account (Customer Error)			\$35.00	\$35.00	By-Law 2018-039
Utility Payment Certificates	each		\$58.00	\$58.00	By-law 2003-046
Water Shut-off Charge (by request)			\$80.00	\$80.00	By-Law 2018-039
Water Turn on Charge (by request)			\$80.00	\$80.00	By-Law 2018-039
Replace/Repair of Damaged Equipment					
Broken Meter Replacement (including frozen service)			Based on meter size noted below	Based on meter size noted below	By-Law 2018-039
Meter Reading Receptacle Replacement			\$135.00	\$135.00	By-Law 2018-039
Radio Read External Unit			\$200.00	\$200.00	By-Law 2018-039
Radio Read Wire			\$50.00	\$50.00	By-Law 2018-039
Repair Damaged or Broken Hydrant			Time and Material	Time and Material	By-Law 2018-039
Protective Device (10.07)			Time and Material	Time and Material	By-Law 2018-039
Delinquent Accounts or Failure to Comply with By-Law					
Disconnection			\$160.00	\$160.00	By-Law 2018-039
Final Notice			\$25.00	\$25.00	By-Law 2018-039
Hand Delivery of Notices			5% of the overdue amount	5% of the overdue amount	By-Law 2018-039
Late Payment Charge			\$135.00	\$135.00	By-Law 2018-039
Reconnection (After Hours)			\$135.00	\$135.00	By-Law 2018-039
Reconnection (Regular Hours)			\$85.00	\$85.00	By-Law 2018-039
Transfer to Property Taxes for Collection			5% of amount transferred with \$50 minimum charge	5% of amount transferred with \$50 minimum charge	By-Law 2018-039
Unregistered water when order not complied with	Per Day		\$50.00	\$50.00	By-Law 2018-039
Fees Related to Construction, Demolition or New Construction					
Connection Fees					
Request for Information - Application Fee			\$102.00	\$102.00	By-Law 2018-039
Service Installation Inspection Fee			\$255.00	\$255.00	
Frontage Charges					
Water main (to a maximum of 16 metres)	Per Metre		\$200.00	\$200.00	By-Law 2018-039
Sewer main (to a maximum of 16 metres)	Per Metre		\$250.00	\$250.00	By-Law 2018-039
Water main for Commercial/Industrial (to a maximum of 30 metres)	Per Metre		\$200.00	\$200.00	By-Law 2018-039
Sewer main for Commercial/Industrial (to a maximum of 30 metres)	Per Metre		\$250.00	\$250.00	By-Law 2018-039
Demolition of a Building					
Turn off of Service			\$80.00	\$80.00	By-Law 2018-039
Deposit for Disconnection of Water Service			\$200.00	\$200.00	By-Law 2018-039
Excavation					
Deposit for inspection by excavation			\$500.00	\$500.00	By-Law 2018-039
Excavation Costs			Time and Material	Time and Material	By-Law 2018-039
New Construction Water					
Per Residential Unit per 3 month period			\$175.00	\$175.00	By-Law 2018-039
Backflow Prevention Device			Time and Material	Time and Material	By-Law 2018-039
Commercial/Industrial			Shall be metered	Shall be metered	By-Law 2018-039
Sprinkler Service Connection			Time and Material	Time and Material	By-Law 2018-039

Schedule A – Administration					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
Water Meters					
Residential Meters: Supply and Install					
5/8" by 3/4"			\$320.00	\$320.00	By-Law 2018-039
3/4"			\$378.00	\$378.00	By-Law 2018-039
1"			\$415.00	\$415.00	By-Law 2018-039
Commercial Meters:					
3/4" - Supply and install			\$375.00	\$375.00	By-Law 2018-039
1" - Supply and Install			\$415.00	\$415.00	By-Law 2018-039
1 1/2" - Supply only			\$1,975.00	\$1,975.00	By-Law 2018-039
2" - Supply only			\$2,150.00	\$2,150.00	By-Law 2018-039
2.5" and above - Supply only			Price will be quoted at time of order	Price will be quoted at time of order	By-Law 2018-039
Meter Size Change Request			\$115.00	\$115.00	By-Law 2018-039
Meter Accuracy Test			\$225.00	\$225.00	By-Law 2018-039
Temporary Hydrant Meter			\$500.00	\$500.00	By-Law 2018-039
Additional Services					
Fire Flow Testing - operation of fire hydrants by staff			\$150.00 / 4 hours	\$150.00 / 4 hours	By-Law 2018-039
Requested Additional Hydrant Installation					
Part of a Construction Project			Time and Material	Time and Material	By-Law 2018-039
Dig-in (if required)			Time and Material	Time and Material	By-Law 2018-039
Bulk Water Consumption	per cubic meter		Based upon Schedule "A" to By-Law 2018-039 Water and Sewer Rates	Based upon Schedule "A" to By-Law 2018-039 Water and Sewer Rates	By-Law 2018-039
Bulk Water Key			\$25.00	\$25.00	
Replacement Bulk Water Key			\$25.00	\$25.00	
Extra or Replacement Smart Vend Card			\$25.00	\$25.00	
A – 4 Legal					
Applicants for development agreements shall, where a decision is made to use in-house legal counsel, pay the following fees for negotiating, drafting, creating, amending, and finalizing development agreements from a legal perspective, in addition to any fees payable pursuant to By-law 2001-59:					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
Amendments to existing agreements, and finalization of all other Development Agreements	each	Plus costs	\$220.00	\$220.00	By-law 2003-046
Bonusing Agreements (Planning Act)	each	Plus costs	\$220.00	\$220.00	By-law 2003-046
Front Ending Agreement (Re: Development Charges)	each	Plus costs	\$550.00	\$550.00	By-law 2003-046
Ontario Municipal Board Hearings: referenced in Section 12.2 of Bylaw 2001-59	per day or partial day	Plus costs	\$330.00	\$330.00	By-law 2003-046
Payment Arrangement Agreements (Re: Development Charges)	each	Plus costs	\$220.00	\$220.00	By-law 2003-046
Site Plan Agreement	each	Plus costs	\$380.00	\$380.00	By-law 2003-046
Subdivision Agreement	each	Plus costs	\$545.00	\$545.00	By-law 2003-046
Land Management Committee Application Fee (inquiries pertaining to ownership and/or maintenance of City land, requests to acquire/use City land)	each	Plus costs	\$125.00	\$125.00	By-law 2018-020
Sale of City-owned Land	each	\$1,500 for Realty Services Staff Time + plus costs			By-law 2018-020
Encroachment Agreements					
Minor Encroachments (stairs, small portion of a building, sign, etc.)	Annual		\$125.00	\$125.00	New By-law 2018-017
Dock or Boathouse	Annual		\$150.00	\$150.00	New By-law 2018-017
Major Encroachments (shed, garage, etc.)	Annual		\$200.00	\$200.00	New By-law 2018-017

Schedule A – Administration					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
Co-location of equipment on City-owned tower/building	Annual		\$6,000.00	\$6,000.00	New By-law 2018-017
Tower	Annual		\$13,000.00	\$13,000.00	New By-law 2018-017
A – 5 Road Allowance Inquiries					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
Maintenance	each		\$82.00	\$82.00	By-law 2015-131
Ownership	each		\$110.00	\$110.00	By-law 2015-131
Public Highway By-law	each	applicable legal fees/by-law registration costs	\$220.00	\$220.00	By-law 2015-131
Road Status (Open/Assumed Public Road)	each		\$82.00	\$82.00	By-law 2015-131
All of the Above	each	applicable legal fees/by-law registration costs	\$494.00	\$494.00	By-law 2015-131
Disbursements from third parties	each		Actual Cost	Actual Cost	By-law 2015-131
A – 6 Vital Statistics					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
Death Registration	each		\$20.00	\$20.00	By-law 2003-046
Division Registrar's Statement	each		\$22.00	\$22.00	By-law 2003-046
Marriage Licence	each		\$135.00	\$135.00	By-law 2003-046
Civil Marriage Ceremony Rehearsal Fee (maximum 1 hour)	each		\$50.00	\$50.00	By-law 2019-031
Civil Marriage Ceremony at City Hall held during normal business hours	each		\$250.00	\$250.00	By-law 2019-031
Civil Marriage Ceremony at City Hall held outside normal business hours	each		\$300.00	\$300.00	By-law 2019-031
Civil Marriage Ceremony held off-site	each	plus mileage at City rate	\$350.00	\$350.00	By-law 2019-031
A – 7 Advertising Devices					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
Mobile Sign Permit					
One Year Permit	each		\$172.00	\$172.00	By-law 2009-076
Month to Month Mobile Sign Permit:					
Base fee (one month)	each		\$57.00	\$57.00	By-law 2009-076
Monthly fee beyond one month	month		\$23.00	\$23.00	By-law 2009-076
All Other Signs Requiring a Permit	each		\$109.00	\$109.00	By-law 2009-076
Additional Signs Requiring a Permit Included on Original Application	each		\$57.00	\$57.00	
Storage of Signs (maximum 10 days)	day		\$11.00	\$11.00	By-law 2009-076
Sign Removal/Redemption to owner (not including signs on hydro poles)	each		\$56.00	\$56.00	By-law 2009-076
Minor Deviation Fee	each		\$114.00	\$114.00	By-law 2009-076
A – 8 Highway, Facility, Municipal Facility and Park Naming					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
Non-refundable Processing Fee: If the request is endorsed by Council, the processing fee will be used as a deposit against the actual costs	each		\$275.00	\$275.00	Policy 108 CCS 012
A – 9 Fence Viewers					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
Administration Fee	Flat Rate		\$255.00	\$255.00	By-law 2015-124
Administration Fee if Award Appealed	Flat Rate		\$102.00	\$102.00	By-law 2015-124
Administration Fee for any re-attendance of the Fence-Viewers	Flat Rate		\$102.00	\$102.00	By-law 2015-124
Costs based on Fence Viewing Award			Actual Costs	Actual Costs	By-law 2015-124
A – 10 Clean and Clear					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference

Schedule A – Administration					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
Change in ownership occurrence cycle starts again					
Initial First Inspection	each		Free	Free	By-law 2014-026
Initial Final Inspection	each		Free	Free	By-law 2014-026
Second Offence Inspection	each		Free	Free	By-law 2014-026
Second Offence Final Inspection	each		\$114.00	\$114.00	By-law 2014-026
Third Offence Inspection	each		Free	Free	By-law 2014-026
Third Offence Final Inspection	each		\$228.00	\$228.00	By-law 2014-026
Fourth Offence Inspection	each		Free	Free	By-law 2014-026
Fourth Offence Final Inspection	each		\$458.00	\$458.00	By-law 2014-026
Fifth Offence Inspection	each		Free	Free	By-law 2014-026
Fifth Offence Final Inspection	each		\$913.00	\$913.00	By-law 2014-026
Subsequent offences	each		Fees double	Fees double	By-law 2014-026
Notice Letter/Compliance Letter			\$169.00	\$169.00	
Request to Amend Notice (time period)			\$84.00	\$84.00	
Monitoring of property clean-up (officer's time)	hour		\$41.00	\$41.00	
A – 11 Property Standards					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
First Inspection	each		Free	Free	MLE 2016-003
2nd / Follow-up Inspection	each		Free	Free	MLE 2016-003
Compliance Inspection (final)	each		Free	Free	MLE 2016-003
Additional Recheck or Requested Inspection (any inspection that occurs after the Compliance Inspection)	each		\$112.00	\$112.00	MLE 2016-003
Letter Order / File	each		\$169.00	\$169.00	MLE 2016-003
Duplicate (Letter/Order)	each		\$84.00	\$84.00	MLE 2016-003
Registration/Removal of Order to Title / Deed	each		\$225.00	\$225.00	MLE 2016-003
Property Standards Committee Appeal	each		\$95.00	\$95.00	MLE 2016-003
Derelict / Vacant Building Registry - Entry into Registry	each		Free	Free	MLE 2016-003
Maintenance of Entry in Registry	annual		\$172.00	\$172.00	MLE 2016-003
Removal from Registry (Exit)	each		\$172.00	\$172.00	MLE 2016-003
Property Standards Officer to attend Landlord Tenant Board Hearing (give evidence)	each		\$140.00	\$140.00	MLE 2016-003
City undertakes to complete the work required to comply with final order	hour	10% of overall cost	\$41.00	\$41.00	MLE 2016-003
Processing of Property Standards Invoice for tax collection	each		\$29.00	\$29.00	MLE 2016-003
A – 12 General Inspections (all Regulatory By-law Inspections not including Property Standards and Clean and Clear)					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
First Occurrence Inspection	each		Free	Free	
Second Occurrence Inspection	each		\$112.00	\$112.00	amending bylaw 2018-191
Third Occurrence Inspection	each		\$225.00	\$225.00	amending bylaw 2018-191
Fourth Occurrence Inspection	each		\$445.00	\$445.00	amending bylaw 2018-191
Fifth Occurrence Inspection	each		\$894.00	\$894.00	amending bylaw 2018-191
Subsequent offences	each		Fees double	Fees double	amending bylaw 2018-191
Order/Notice	each		\$110.00	\$110.00	amending bylaw 2018-191
Certificate of Compliance (Includes Discharge from title / deed)	each		\$225.00	\$225.00	amending bylaw 2018-191
2018-191 effective September 25, 2018					
A – 12 Noise					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
Noise Exemption Application	each		\$75.00	\$75.00	By-law 2019-124

Schedule A – Administration					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
A – 12 Fortification					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
Partial or Complete Exemption Application	each		\$75.00	\$75.00	By-law 2013-043
Appeal Fee	each		\$95.00	\$95.00	By-law 2013-043
Order - Letter	each		\$110.00	\$110.00	By-law 2013-043
A – 12 Grade Alteration					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
General Permit - Small fill operation	each		\$600.00	\$600.00	By-law 2019-105
General Permit - Large fill operation	each		\$1000.00 - plus \$1.00 per cubic metre	\$1000.00 - plus \$1.00 per cubic metre	By-law 2019-105
but impact the City infrastructure)	each		\$600.00	\$600.00	By-law 2019-105
but impact the City infrastructure)	each		\$1,000.00	\$1,000.00	By-law 2019-105
Permit - Renewal	each		50% of the original permit fee	50% of the original permit fee	By-law 2019-105
Permit - Transfer	each		\$110.00	\$110.00	By-law 2019-105
Mud or Dust control (measures undertaken by city employee or third party)	each		30% plus all associated costs	30% plus all associated costs	By-law 2019-105
Order - Letter	each		\$169.00	\$169.00	By-law 2019-105
Administration fee	each		\$110.00	\$110.00	By-law 2019-105
A – 12 Parking Permits/Sign Fees					
Parking Permit to extend on street parking past 12 hrs. (Not available from November 30th of one year and April 1st of the next year.)					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
Contractor (on street parking past 2hrs)	each		\$11.00	\$11.00	
Daily Permits (municipal lots in Lindsay)	each		\$3.00	\$3.00	
Weekly Permits (municipal lots in Lindsay)	each		\$15.00	\$15.00	
Monthly Permits (municipal lots in Lindsay)	each		\$51.00	\$51.00	
Annual Permits (municipal lots in Lindsay)	each		\$562.00	\$562.00	
Sign Installation	each		Associated costs	Associated costs	
2018-023 amended A-4, effective March 6, 2018					

Schedule B – Business Licensing					
Note: Administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
B – 1 Taxi License Fare Rates					
General Licensing					
Business Licence Fee	each		\$332.00	\$332.00	By-law 2016-110
Vehicle Licence Fee	each		\$83.00	\$83.00	By-law 2016-110
Plate Reassignment Fee	each		\$28.00	\$28.00	By-law 2016-160
Taxi Driver's Licence Fee	each		\$55.00	\$55.00	By-law 2016-110
Tariff Cards	each		\$3.00	\$3.00	By-law 2016-110
Replacement Licenses and Taxi Plates	Each		\$16.00	\$16.00	By-law 2016-110
Meter Calibration	per meter		\$28.00	\$28.00	By-law 2016-110
2018-023 amended B-1, deleted B-2 effective March 6, 2018					
B – 3 Licensing Fees					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
Transient Traders					
Annual Transient Trader Licence Fee per year or part year	each		\$305.00	\$305.00	By-law 2016-120
Special Community Event 1-5 Transient Trader	each		\$25.00	\$25.00	By-law 2016-120
Special Community Event 5 or more Transient Trader	each		\$25.00 for the first 5 vendors, \$15.00 for each additional vendor	\$25.00 for the first 5 vendors, \$15.00 for each additional vendor	By-law 2016-120
Door-to-Door Sales Transient Trader	each		\$509.00	\$509.00	By-law 2016-120
Licence Replacement			\$16.00	\$16.00	By-law 2016-120
Special Events					
Special Event Permit	each		\$276.00	\$276.00	By-law 2013-197
License Replacement	each		\$16.00	\$16.00	By-law 2013-197
Seasonal Trailer Parks					
License Fee per year or part year	each		\$243.00	\$243.00	By-law 2013-148
License Fee per year or part year	each		\$16.00	\$16.00	By-law 2013-148
Salvage Yards					
License Fee per year or part year	each		\$554.00	\$554.00	By-law 2013-195
License Replacement	each		\$16.00	\$16.00	By-law 2013-195
Refreshment Vehicles					
First Location					
Refreshment Vehicle – Class 1	per year or part year	Fire Prevention Inspection Fee	\$359.00	\$359.00	By-law 2013-195
Refreshment Vehicle - Class 2	per year or part year	Fire Prevention Inspection Fee	\$359.00	\$359.00	By-law 2013-195
Refreshment Vehicle – Class 3	per year or part year	Fire Prevention Inspection Fee	\$359.00	\$359.00	By-law 2013-195
Refreshment Vehicle – Temporary or Special Community Event (max. 7 consecutive days)	per event		\$177.00	\$177.00	By-law 2013-195

Schedule B – Business Licensing					
Note: Administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
Refreshment Vehicle – Temporary – Non-Profit/Charitable Organization			No Charge	No Charge	By-law 2013-195
Refreshment Vehicle – where extension of current business operation on the same property			No Charge	No Charge	By-law 2013-195
Second Location					
Refreshment Vehicle – Class 1	per year or part year	Fire Prevention Inspection Fee	\$359.00	\$359.00	By-law 2013-195
Refreshment Vehicle - Class 2	per year or part year	Fire Prevention Inspection Fee	\$359.00	\$359.00	By-law 2013-195
Refreshment Vehicle – Class 3	per year or part year	Fire Prevention Inspection Fee	\$359.00	\$359.00	By-law 2013-195
Third, Plus Location					
Refreshment Vehicle – Class 1	per year or part year	Fire Prevention Inspection Fee	\$359.00	\$359.00	By-law 2013-195
Refreshment Vehicle - Class 2	per year or part year	Fire Prevention Inspection Fee	\$359.00	\$359.00	By-law 2013-195
Refreshment Vehicle – Class 3	per year or part year	Fire Prevention Inspection Fee	\$359.00	\$359.00	By-law 2013-195
Other Fees					
Transfer of License	per transfer		\$177.00	\$177.00	By-law 2013-195
License Replacement	each		\$16.00	\$16.00	By-law 2013-195
Motor Vehicle Racing and Facilities					
License Fee	per year or part year		\$1,241.00	\$1,241.00	By-law 2013-194
License Fee (Temporary)	per event		\$554.00	\$554.00	By-law 2013-194
License Replacement	each		\$16.00	\$16.00	By-law 2013-194
Kennels					
License (or renewal)	per year or part year		\$190.00	\$190.00	By-law 2014-141
License Replacement	each		\$16.00	\$16.00	By-law 2014-141
Adult Entertainment Book and Video Stores					
Adult videotape and/or book or magazine store owner/operator licence	per year or part year		\$4,874.00	\$4,874.00	By-law 2013-192
Adult videotape and/or book or magazine store licence	per year or part year		\$2,438.00	\$2,438.00	By-law 2013-192
Adult videotape and/or book or magazine store operator licence	per year or part year		\$2,438.00	\$2,438.00	By-law 2013-192
License Replacement	each		\$16.00	\$16.00	By-law 2013-192
Adult Entertainment Parlours					
Adult Entertainment Parlour Owner/Operator	per year or part year		\$4,874.00	\$4,874.00	By-law 2013-193
Adult Entertainment Parlour Owner's license	per year or part year		\$2,438.00	\$2,438.00	By-law 2013-193
Adult Entertainment Parlour Operator's license	per year or part year		\$2,438.00	\$2,438.00	By-law 2013-193
Adult Entertainment Parlour Performer's license	per year or part year		\$237.00	\$237.00	By-law 2013-193

Schedule B – Business Licensing					
Note: Administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
License Replacement	each		\$16.00	\$16.00	By-law 2013-193
Liquor Licence Applications					
Liquor Sales Licence Application	each	Fire Prevention Inspection Fee, Building Inspection Fee	\$109.00	\$109.00	By-law 2016-206
Temporary Extension to Licensed Areas	each		\$55.00	\$55.00	By-law 2016-206
Special Occasion Permits	each		No charge	No charge	By-law 2016-206
Lottery Licenses					
Lottery Licenses	each		3% of Prize Value	3% of Prize Value	
B – 4 Dog Tag and Regulation Fees					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
Annual Fees (with current certification of rabies immunization)					
Altered Dog (proof of alteration)	each		\$27.00	\$27.00	By-law 2017-039
Unaltered Dog	each		\$32.00	\$32.00	By-law 2017-039
Special Services Dog	each		No charge	No charge	By-law 2017-039
Livestock Guardian Dog	each		No charge	No charge	By-law 2017-039
Lifetime Dog Tag					
Microchipped, Spayed or Neutered	each		\$60.00	\$60.00	By-law 2017-039
Microchipped, Unaltered	each		\$100.00	\$100.00	By-law 2017-039
Service Animal	each		\$0.00	\$0.00	By-law 2017-039
Replacement Tag	each		\$10.00	\$10.00	By-law 2017-039
Other Fees					
License Replacement	each		\$0.00	\$0.00	By-law 2017-039
Animal Control					
Daily Care – impounded dog	each		established in Pound Contract	established in Pound Contract	By-law 2017-039
Impoundment of dog wearing a current tag					
First Occurrence	each	Daily Care Fee	Free	Free	By-law 2017-039
First Occurrence if not picked up within 24 hours	each	Daily Care Fee	\$57.00	\$57.00	By-law 2017-039
Second Occurrence	each	Daily Care Fee	\$85.00	\$85.00	By-law 2017-039
Third or subsequent occurrence	each	Daily Care Fee	\$114.00	\$114.00	By-law 2017-039
Impoundment of a dog not wearing current tag					
First Occurrence	each	Daily Care Fee & Annual License Fee	\$57.00	\$57.00	By-law 2017-039
Second Occurrence	each	Daily Care Fee & Annual License Fee	\$85.00	\$85.00	By-law 2017-039
Third or subsequent occurrence	each	Daily Care Fee & Annual License Fee	\$114.00	\$114.00	By-law 2017-039
Order to Restrain Appeal	each		\$97.00	\$97.00	By-law 2017-039
Order to Restrain Registry (once per lifetime)	each		\$29.00	\$29.00	By-law 2017-039
Surrender Animal	each		\$114.00	\$114.00	By-law 2017-039
Veterinary Medical Care/Euthanasia	each		As established by Veterinary Clinic	As established by Veterinary Clinic	By-law 2017-039
Schedule C – Fire and Emergency Services					

Schedule B – Business Licensing					
Note: Administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
Note: Administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.					
Where fees are charged at an hourly rate, the calculation of time spent will include travel time to and from the inspection location.					
All Fire Service Fees and Charges subject to H.S.T. where applicable.					

Schedule C – Fire and Emergency Services					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
C – 1 Emergency Response Fees and Charges					
The at-fault party is responsible for paying for each hour that a Fire Vehicle is in attendance – 1st Hour Flat Rate	Vehicle (Maximum 3)	Situations of Extreme Need 3 vehicle maximum will not apply	as per current MTO rates per hour	as per current MTO rates per hour	By-law 2010-087
The at-fault party is responsible for paying for each hour that a Fire Vehicle is in attendance – Subsequent Hours	Vehicle (each additional 1/2 hour - Max 3 Vehicles)	Situations of Extreme Need 3 vehicle maximum will not apply	as per current MTO rates per hour	as per current MTO rates per hour	By-law 2010-087
Firefighters in attendance and active part in resolution	each/hour or part		Actual Cost	Actual Cost	By-law 2010-087
City's expenses (if any)	each		Actual Cost	Actual Cost	By-law 2010-087
C – 2 Fire Services Fees and Charges					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
Information					
Copy of Emergency Response Report within past 2 years	each		\$82.00	\$82.00	By-law 2010-151
Copy of Emergency Response Report over 2 years	each		\$92.00	\$92.00	By-law 2010-151
File Search	each		\$82.00	\$82.00	By-law 2010-151
Fire Regulation Compliance Letter	each		\$82.00	\$82.00	By-law 2010-151
Inspections					
Boarding/Lodging/Rooming House upon request	per hour		\$82.00	\$82.00	By-law 2010-151
Educational Institutions upon request	per hour		\$82.00	\$82.00	By-law 2010-151
Foster Care upon request	per hour		\$82.00	\$82.00	By-law 2010-151
Group Home upon request	per hour		\$82.00	\$82.00	By-law 2010-151
Institutional upon request	per hour		\$82.00	\$82.00	By-law 2010-151
Licensed Day Care upon request	per hour		\$82.00	\$82.00	By-law 2010-151
Private Home Day Care upon request	per hour		\$82.00	\$82.00	By-law 2010-151
Liquor Licensing upon request	per hour		\$82.00	\$82.00	By-law 2010-151
Liquor Licensing for Outdoor Patios - includes full inspection	per hour		\$82.00	\$82.00	By-law 2010-151
Non residential inspection - 1000m2 or less - upon request	per hour		\$82.00	\$82.00	By-law 2010-151
Non residential inspection - multiple unit occupancy - per tenant (strip mall)	per hour		\$82.00	\$82.00	By-law 2010-151
Residential inspection - upon request - (apartment complex, hotel/motel)	per hour		\$82.00	\$82.00	By-law 2010-151
Two unit residential inspection - retrofit - upon request or complaint	per hour		\$82.00	\$82.00	By-law 2010-151
Re-inspection - follow up pertaining to an inspection	per hour		\$82.00	\$82.00	By-law 2010-151
Fire Safety					
Presentations/Training			No charge	No charge	By-law 2010-151
Inspection initiated by the Fire Department			No charge	No charge	By-law 2010-151
Fire Safety Plan Development (after 3rd read)	per hour		\$82.00	\$82.00	By-law 2010-151
Miscellaneous Inspections	per hour		\$82.00	\$82.00	By-law 2010-151
Fire Extinguishing Training Annual Commercial Accreditation	per hour		\$82.00	\$82.00	By-law 2010-151
Fire Route Applications	each		No charge	No charge	By-law 2010-151
Propane Licensing					
Propane Licensing Level 1<5000USWG	each		\$540.00	\$540.00	By-law 2016-206
Propane Licensing Level 2 > 5000USWG initial review	each		\$1,628.00	\$1,628.00	By-law 2016-206
Propane licensing Level 2 > 5000USWG follow-up meetings and review	per hour		\$82.00	\$82.00	By-law 2016-206
Annual renewal review Propane Licensing	per hour		\$82.00	\$82.00	By-law 2016-206
C – 3 Fireworks Fees and Charges					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
Fireworks Permits					
Trailer Retail Seller - Consumer Fireworks	per year		\$1,119.00	\$1,119.00	By-law 2007-236
Non-Profit Organization - Display Fireworks Permit	event		No charge	No charge	By-law 2007-236
Non-Profit Organization - Consumer Fireworks Permit	event		No charge	No charge	By-law 2007-236
Local Vendor Retail Consumer Fireworks Seller Permit	per year		\$112.00	\$112.00	By-law 2007-236
Display Fireworks Permit	event		\$50.00	\$50.00	By-law 2007-236

Schedule C – Fire and Emergency Services					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
Consumer Fireworks Permit	event		\$50.00	\$50.00	By-law 2007-236
C – 4 Burn Permit Fees					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
Burn Permits					
Burn Permit	each		\$11.00	\$11.00	By-law 2016-110
Long Term Special Burn Permit	each		\$43.00	\$43.00	By-law 2016-110
Annual Burn Permit (up to 1 cubic metre)	each		\$54.00	\$54.00	By-law 2016-110
Special Permit	each		\$22.00	\$22.00	By-law 2016-110
Campground/Trailer Camp Permit	each		\$108.00	\$108.00	By-law 2016-110
Agricultural Permit	each		\$22.00	\$22.00	By-law 2016-110
Agricultural Special Burn Permit (Larger than 3 metres by 3 metres)	each		\$43.00	\$43.00	By-law 2016-110
Fire Department Charges for Callout			as per current MTO rates per hour	as per current MTO rates per hour	By-law 2016-110
C – 5 9-1-1 Signage					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
Creation and Installation of 911 Signs					
Replacement Blade (Sign only)	each		\$18.00	\$18.00	By-law 2008-133
New Installation (Blade and Post, includes replacements installed by CKL)	each		\$57.00	\$115.00	By-law 2008-133

Schedule D – Parks, Recreation and Culture					
Note: Administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
D – 1 Aquatic Fees and Charges					
Lessons/Programs					
Pre-school and Swim 1-4 (30 minutes)	per class		\$6.90	\$6.90	
Swim 5-6 (45 minutes)	per class		\$7.50	\$7.50	
Swim 7-10 (60 minutes)	per class		\$8.00	\$8.00	
Beach Swim Program	1 wk		\$9.00	\$10.00	109 CCS 013
Beach Swim Program	day		\$10.00	\$10.00	109 CCS 013
Private Lesson (10-30 minutes) - Children	per class		\$19.85	\$27.60	
Semi Private Lessons (10-30 minutes) - Children	per class		\$11.45	\$13.80	
Bronze Star	course		\$94.58	\$100.00	109 CCS 013
Bronze Medallion	course		\$207.47	\$238.00	109 CCS 013
Bronze Cross	course		\$197.65	\$197.65	109 CCS 013
Bronze Cross College	course		\$230.20	\$265.00	109 CCS 013
Bronze Cross or Med recertification	each		\$65.14	\$70.00	109 CCS 013
Bronze Cross with SFA	course			\$245.00	New
NLS Course	course		\$258.32	\$310.00	109 CCS 013
NLS or RC Instructor recertification	each		\$78.06	\$85.00	109 CCS 013
Red Cross Instructor	each		\$330.53	\$345.00	109 CCS 013
Lifesaving Society Instructor	each		\$222.42	\$250.00	109 CCS 013
Red Cross Instructor Update	each		\$78.06		109 CCS 013
National Lifeguard Instructor			\$315.27		
Standard First Aid Course	course		\$122.04	\$135.00	109 CCS 013
Standard First Aid Course (City staff)	course		\$97.96	\$135.00	109 CCS 013
Stand First Aid recertification	each		\$74.48	\$85.00	109 CCS 013
Babysitting Course	course		\$65.00	\$65.00	
Aqua Fitness (60 minutes)	per class		\$5.93	\$5.93	109 CCS 013
	drop in		\$6.75	\$6.75	109 CCS 013
LRC - Therapy (45 minutes)	per class		\$4.70	\$4.70	
Forbert - Therapy (45 min)	per class		\$9.56	\$9.56	
Adult Swim Lessons (60Min)	per class		\$9.56	\$9.56	
Specialty youth programs (60min)	per class		\$9.04	\$9.04	
Public Swimming					
Child	each		\$2.60	\$2.60	109 CCS 013
Senior	each		\$4.40	\$4.40	109 CCS 013
Adult	each		\$4.90	\$4.90	109 CCS 013

Schedule D – Parks, Recreation and Culture					
Note: Administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
Family/Group	each		\$11.15	\$11.15	109 CCS 013
Miscellaneous					
Small Belts	each		\$44.40	\$44.40	109 CCS 013
Medium Belts	each		\$47.80	\$47.80	109 CCS 013
Large Belts	each		\$57.35	\$57.35	109 CCS 013
Red Cross Swim Badges	each		\$1.60	\$1.60	109 CCS 013
D – 2 Fitness Memberships					
Swim Membership - Forbert Memorial Pool					
Child	10 Pass		\$23.85	\$23.85	109 CCS 013
	Monthly		\$14.55	\$14.55	
	Ongoing Monthly		\$13.35	\$13.35	
	Year		\$145.50	\$145.50	109 CCS 013
Senior	10 Pass		\$40.70	\$40.70	109 CCS 013
	Monthly		\$17.45	\$17.45	
	Ongoing Monthly		\$16.00	\$16.00	
	Year		\$174.65	\$174.65	109 CCS 013
Adult	10 Pass		\$45.40	\$45.40	109 CCS 013
	Monthly		\$23.40	\$23.40	
	Ongoing Monthly		\$21.45	\$21.45	
	Year		\$233.90	\$233.90	109 CCS 013
Couple	Year		\$374.20	\$374.20	109 CCS 013
Family	10 Pass		\$102.45	\$102.45	109 CCS 013
	Ongoing Monthly		\$55.00	\$55.00	
	Year		\$600.00	\$600.00	109 CCS 013
Health Membership – Forbert Memorial Pool					
Senior	Single Use		\$8.45	\$8.45	109 CCS 013
	10 Pass		\$76.00	\$76.00	109 CCS 013
	Monthly		\$25.10	\$25.10	
	Ongoing Monthly		\$23.00	\$23.00	
	Year		\$251.00	\$251.00	109 CCS 013
Adult	Single Use		\$10.55	\$10.55	109 CCS 013
	10 Pass		\$95.00	\$95.00	109 CCS 013
	Monthly		\$31.00	\$31.00	
	Ongoing Monthly		\$28.35	\$28.35	
	Year		\$309.50	\$309.50	109 CCS 013

Schedule D – Parks, Recreation and Culture					
Note: Administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
Couple	Year		\$496.00	\$496.00	109 CCS 013
	Ongoing Monthly		\$67.10	\$67.10	
Family	Year		\$732.00	\$732.00	109 CCS 013
Fitness Membership – Forbert Memorial Pool					
Senior	Single Use		\$4.65	\$4.65	109 CCS 013
	10 Pass		\$41.85	\$41.85	109 CCS 013
	Monthly		\$11.30	\$11.30	
	Ongoing Monthly		\$10.40	\$10.40	
	Year		\$113.15	\$113.15	109 CCS 013
Adult	Single Use		\$5.30	\$5.30	109 CCS 013
	10 Pass		\$47.80	\$47.80	109 CCS 013
	Monthly		\$15.40	\$15.40	
	Ongoing Monthly		\$14.15	\$14.15	
	Year		\$152.00	\$152.00	109 CCS 013
Couple	Year		\$263.00	\$263.00	109 CCS 013
Swim Membership - Lindsay Recreation Complex					
Child	10 Pass		\$23.85	\$23.85	109 CCS 013
	1 Month		\$14.55	\$14.55	
	Ongoing Monthly		\$13.35	\$13.35	
	Year		\$145.50	\$145.50	109 CCS 013
Senior	10 Pass		\$40.70	\$40.70	109 CCS 013
	1 Month		\$17.45	\$17.45	
	Ongoing Monthly		\$16.00	\$16.00	
	Year		\$174.65	\$174.65	109 CCS 013
Adult	10 Pass		\$45.40	\$45.40	109 CCS 013
	1 Month		\$23.40	\$23.40	
	Ongoing Monthly		\$21.45	\$21.45	
	Year		\$233.90	\$233.90	109 CCS 013
Couple	Year		\$374.20	\$374.20	109 CCS 013
Family	10 Pass		\$102.45	\$102.45	109 CCS 013
	Ongoing Monthly		\$55.00	\$55.00	
	Year		\$600.00	\$600.00	109 CCS 013
Health Membership – Lindsay Recreation Complex					
	Single		\$8.45	\$8.45	
	10 Pass			\$80.75	

Schedule D – Parks, Recreation and Culture					
Note: Administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
Senior	1 Month		\$28.60	\$28.60	
	Ongoing Monthly		\$26.20	\$26.20	
	Year		\$285.85	\$285.85	109 CCS 013
Adult	Single		\$10.60	\$10.60	109 CCS 013
	10 Pass			\$94.95	
	1 Month		\$35.90	\$35.90	
	Ongoing Monthly		\$32.90	\$32.90	
	Year		\$358.60	\$358.60	109 CCS 013
Couple	Year		\$576.25	\$576.25	109 CCS 013
Family	Ongoing Monthly		\$73.50	\$73.50	
	Year		\$816.40	\$816.40	109 CCS 013
Squash Membership – Lindsay Recreation Complex					
Child	Single			\$6.60	
	10 Pass			\$50.85	
	1 Month		\$23.00	\$23.00	
	Ongoing Monthly		\$21.00	\$21.00	
	Year		\$229.20	\$229.20	
Senior	Single		\$6.60	\$6.60	109 CCS 013
	10 Pass		\$59.40	\$59.40	109 CCS 013
	1 Month		\$24.75	\$24.75	
	Ongoing Monthly		\$22.70	\$22.70	
	Year		\$247.40	\$247.40	109 CCS 013
Adult	Single		\$8.20	\$8.20	109 CCS 013
	10 Pass		\$73.90	\$73.90	109 CCS 013
	1 Month		\$30.60	\$30.60	
	Ongoing Monthly		\$28.00	\$28.00	
	Year		\$305.60	\$305.60	109 CCS 013
Couple	Year		\$536.65	\$536.65	109 CCS 013
Family	Year		\$792.30	\$792.30	109 CCS 013
Squash & Health Membership – Lindsay Recreation Complex					
Senior	Single		\$12.35	\$12.35	109 CCS 013
	1 Month		\$39.45	\$39.45	109 CCS 013
	Ongoing Monthly		\$36.20	\$36.20	109 CCS 013
	Year		\$394.50	\$394.50	109 CCS 013
	Single		\$13.95	\$13.95	109 CCS 013

Schedule D – Parks, Recreation and Culture					
Note: Administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
Adult	1 Month		\$48.75	\$48.75	
	Ongoing Monthly		\$44.70	\$44.70	
	Year		\$487.50	\$487.50	109 CCS 013
Couple	Year		\$797.90	\$797.90	109 CCS 013
Family	Year		\$1,159.70	\$1,159.70	109 CCS 013
Locker Membership – Lindsay Recreation Complex					
Locker	1 Month			\$9.90	
	3 Month		\$27.75	\$27.75	109 CCS 013
	6 Month		\$44.40	\$44.40	109 CCS 013
	Year		\$66.60	\$66.60	109 CCS 013
Corporate Memberships – Lindsay Recreation Complex					
Business Membership (outside Personal Trainers only)	each		\$600.24	\$600.24	109 CCS 013
Dual Facility Membership	each		\$443.55	\$443.55	109 CCS 013
Bronze Corporate Lump Sum	each		\$2,000.00	\$2,000.00	
Bronze Corporate Individual Fee - Employee	year		\$176.50	\$176.50	
Silver Corporate Lump Sum	each		\$4,000.00	\$4,000.00	
Silver Corporate Individual Fee - Employee	year		\$143.60	\$143.60	
Gold Corporate Lump Sum	each		\$6,000.00	\$6,000.00	
Gold Corporate Individual Fee - Employee	year		\$133.25	\$133.25	
Corporate Single Upgrade	year		\$178.50	\$178.50	
Corporate Family Upgrade	year		\$267.50	\$267.50	
Personal Training					
Personal Training Session	Each		\$33.30	\$33.30	109 CCS 013
	10 Pass		\$300.00	\$300.00	109 CCS 013
Semi Private Training Session	Each		\$61.00	\$61.00	109 CCS 013
Program Refresher	Each		\$17.00	\$17.00	109 CCS 013
Miscellaneous Charges					
Fitness Program *base rate	Class		\$4.95	\$4.95	109 CCS 013
Fitness Class Pass	Day		\$7.45	\$7.45	109 CCS 013
Squash Racquet Rental (40 min)	Each		\$2.15	\$2.15	109 CCS 013
Squash Ball	Each		\$4.80	\$4.80	109 CCS 013
Card Replacement	Each		\$30.00	\$30.00	109 CCS 013
Transfer/Cancellation/Medical Hold			15% charge - \$ 5 minimum	15% charge - \$ 5 minimum	109 CCS 013
D – 3 Recreation Programs					
General					

Schedule D – Parks, Recreation and Culture					
Note: Administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
Adult Recreational (8 hrs)	per hour		\$15.00	\$15.00	109 CCS 013
Badminton (drop in)	Each		\$4.00	\$4.00	109 CCS 013
Milk Run					
5k Entry	Regular		\$35.00	\$35.00	109 CCS 013
	Day of		\$50.00	\$50.00	109 CCS 013
10k Entry	Regular		\$40.00	\$40.00	109 CCS 013
	Day of		\$50.00	\$50.00	109 CCS 013
21k Entry	Regular		\$70.00	\$70.00	109 CCS 013
	Day of		\$80.00	\$80.00	109 CCS 013
Children’s Camp					
Lindsay Camp	Daily		\$32.00	\$32.00	109 CCS 013
	Weekly		\$160.00	\$160.00	109 CCS 013
Camp Field Trip	Each		\$28.00	\$28.00	109 CCS 013
Sport & Skate	Weekly		\$197.50	\$197.50	109 CCS 013
Sport & Swing	Weekly		\$185.00	\$185.00	109 CCS 013
Sport & Swim	Weekly		\$160.00	\$160.00	109 CCS 013
Public Skating					
Public Skating – Entry	Adult		\$3.00	\$3.00	109 CCS 013
	Child		\$2.00	\$2.00	109 CCS 013
	Pre-school		Free	Free	109 CCS 013
	Senior		\$2.00	\$2.00	109 CCS 013
Shinny/Ticket Ice	Single		\$6.45	\$6.45	109 CCS 013
	10 pass		\$58.00	\$58.00	109 CCS 013
Stick & Puck (one adult/child)	Single		\$6.45	\$6.45	109 CCS 013
D – 4 Facility Rentals					
Arena					
Arena Floor Minor Hourly (maximum 4 hours)	per hour		\$71.10	\$71.10	109 CCS 013
Arena Floor Minor Daily (maximum 12 hours)	per day		\$645.00	\$645.00	109 CCS 013
Arena Floor Adult Hourly (maximum 4 hours)	per hour		\$85.30	\$85.30	109 CCS 013
Arena Floor Adult Daily (maximum 12 hours)	per day		\$1,032.00	\$1,032.00	109 CCS 013
Ice Rental Standard Hourly	per hour		\$154.70	\$154.70	109 CCS 013
Ice Rental Non-Prime Hourly (Open-5pm, 11pm -Close)	per hour		\$117.30	\$117.30	109 CCS 013
Ice Rental Minor Hourly	per hour		\$129.00	\$129.00	109 CCS 013
Ice Rental LRC Standard Hourly	per hour		\$193.20	\$193.20	109 CCS 013
Ice Rental LRC Non-Prime Hourly (Open-5pm, 11pm-Close)	per hour		\$117.30	\$117.30	109 CCS 013

Schedule D – Parks, Recreation and Culture					
Note: Administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
Ice Rental LRC Minor Hourly	per hour		\$129.00	\$129.00	109 CCS 013
Ice Rental Standard Summer Hourly (April 1 – August 31)	per hour		\$206.10	\$206.10	109 CCS 013
Ice Rental Minor Summer Hourly (April 1 – August 31)	per hour		\$144.40	\$144.40	109 CCS 013
Athletic Field/Ball Diamond					
Class A Athletic Field Adult Game	2 hours		\$38.80	\$38.80	109 CCS 013
Class A Athletic Field Adult Tournament	Day		\$129.20	\$129.20	109 CCS 013
Class A Athletic Field Minor Game	2 hours		\$19.60	\$19.60	109 CCS 013
Class A Athletic Field Minor Tournament	Day		\$64.60	\$64.60	109 CCS 013
Class B Athletic Field Adult Game	2 hours		\$25.80	\$25.80	109 CCS 013
Class B Athletic Field Adult Tournament	Day		\$58.10	\$58.10	109 CCS 013
Class B Athletic Field Minor Game	2 hours		\$13.00	\$13.00	109 CCS 013
Class B Athletic Field Minor Tournament	Day		\$29.20	\$29.20	109 CCS 013
Class A Ball Diamond Adult Game	2 hours		\$45.20	\$45.20	109 CCS 013
Class A Ball Diamond Adult Tournament	Day/Diamond		\$129.20	\$129.20	109 CCS 013
Class A Ball Diamond Minor Game	2 hours		\$22.80	\$22.80	109 CCS 013
Class A Ball Diamond Minor Tournament	Day/Diamond		\$64.60	\$64.60	109 CCS 013
Class B Ball Diamond Adult Game	2 hours		\$32.30	\$32.30	109 CCS 013
Class B Ball Diamond Adult Tournament	Day/Diamond		\$96.90	\$96.90	109 CCS 013
Class B Ball Diamond Minor Game	2 hours		\$16.30	\$16.30	109 CCS 013
Class B Ball Diamond Minor Tournament	Day/Diamond		\$48.60	\$48.60	109 CCS 013
Class C Ball Diamond Adult Game	2 hours		\$19.60	\$19.60	109 CCS 013
Class C Ball Diamond Adult Tournament	Day/Diamond		\$58.10	\$58.10	109 CCS 013
Class C Ball Diamond Minor Game	2 hours		\$9.80	\$9.80	109 CCS 013
Class C Ball Diamond Minor Tournament	Day/Diamond		\$29.20	\$29.20	109 CCS 013
Athletic Field/Ball Diamond Lights Game	2 hours		\$13.20	\$13.20	109 CCS 013
Park					
Park Vendor Monthly	per month		\$263.80	\$263.80	109 CCS 013
Boat Docking Daily	per day		\$30.00	\$30.00	109 CCS 013
Boat Launch Daily	day		\$10.00	\$10.00	
Boat Launch Commercial	annual		\$555.00	\$555.00	
Boat Launch Seasonal	annual		\$47.00	\$47.00	
Fishing Tournament Daily	day		\$263.80	\$263.80	
Overnight Rest Area Access	day		\$10.00	\$10.00	
Park - Special Events					
1-50 Attendees	per day		\$33.00	waived - CW2020-164	

Schedule D – Parks, Recreation and Culture					
Note: Administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
51-150 Attendees	per day		\$99.00	waived - CW2020-164	
151-300 Attendees	per day		\$181.90	waived - CW2020-164	
301-1,000 Attendees	per day		\$266.90	waived - CW2020-164	
Over 1,001 Attendees	per day		\$394.00	waived - CW2020-164	
Park Activity Rental					
Park Hourly Rate (maximum 4 hours per day)	per hour		\$20.10	\$20.10	
Community Hall					
Class A Hourly (maximum 4 hours)	per hour		\$59.50	\$59.50	109 CCS 013
Class A Daily (maximum 12 hours)	per day		\$925.00	\$925.00	109 CCS 013
Class B Hourly (maximum 4 hours)	per hour		\$35.90	\$35.90	109 CCS 013
Class B Daily (maximum 12 hours)	per day		\$563.50	\$563.50	109 CCS 013
Class C Hourly (maximum 4 hours)	per hour		\$29.80	\$29.80	109 CCS 013
Class C Daily (maximum 12 hours)	per day		\$435.30	\$435.30	109 CCS 013
Class D Hourly (maximum 4 hours)	per hour		\$23.90	\$23.90	109 CCS 013
Class D Daily (maximum 12 hours)	per day		\$260.10	\$260.10	109 CCS 013
Class E Hourly (maximum 4 hours)	per hour		\$18.50	\$18.50	109 CCS 013
Class E Daily (maximum 12 hours)	per day		\$154.60	\$154.60	109 CCS 013
Victoria Park Washrooms Only			\$130.00	\$130.00	109 CCS 013
Exterior Portable Sign Weekly	per week		\$130.00	\$130.00	109 CCS 013
Liability Insurance					
Events – Public with Alcohol (1-100 people)	Day		refer to provider	refer to provider	Rates set by provider
Events – Public with Alcohol (101-250 people)	Day		refer to provider	refer to provider	Rates set by provider
Events – Public with Alcohol (251-500 people)	Day		refer to provider	refer to provider	Rates set by provider
Events – Public with Alcohol (501-1000 people)	Day		refer to provider	refer to provider	Rates set by provider
Events – Private with Alcohol (1-25 people)	Day		refer to provider	refer to provider	Rates set by provider
Events – Private with Alcohol (26-100 people)	Day		refer to provider	refer to provider	Rates set by provider
Events – Private with Alcohol (101-250 people)	Day		refer to provider	refer to provider	Rates set by provider
Events – Private with Alcohol (251-400 people)	day		refer to provider	refer to provider	Rates set by provider
Storage Space					
Various Facilities	sq ft per year		\$3.20	\$3.20	109 CCS 013
Office Space					
Lindsay Recreation Complex	sq ft per month		\$7.20	\$7.20	109 CCS 013
Victoria Park Armoury	sq ft per month		\$4.30	\$4.30	109 CCS 013
Parking Lot					
Various Facilities	per space per year		\$152.00	\$152.00	

Schedule D – Parks, Recreation and Culture					
Note: Administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
Indoor Pool					
LRC Large Pool	Hourly		\$105.60	\$105.60	109 CCS 013
LRC Large Pool Bulk Hourly	Hourly		\$84.50	\$84.50	109 CCS 013
LRC Therapeutic Pool	Hourly		\$79.20	\$79.20	109 CCS 013
LRC Therapeutic Pool Bulk Rate Hourly	Hourly		\$63.40	\$63.40	109 CCS 013
LRC Half Pool			\$52.80	\$52.80	109 CCS 013
Forbert	Hourly		\$105.60	\$105.60	109 CCS 013
Forbert Bulk Rate	Hourly		\$84.25	\$84.25	109 CCS 013
Lifeguard	Hourly		\$32.55	\$32.55	109 CCS 013
Miscellaneous					
Holiday Premium (minimum three hour rental - ice booking can be combination of multiple bookings)			50%	50%	109 CCS 013
Not-For-Profit Discount (based on daily rental at community hall for community event)			40%	40%	109 CCS 013
Refund/Cancellation Fee (minimum \$5 or 15 percent)		\$5 minimum	15%	15%	109 CCS 013
Non Resident Premium			25%	25%	New
D – 5 Centennial Trailer Park					
Centennial Park South West	Annual		\$2,174.00	\$2,174.00	109 CCS 013
Centennial Park East	Annual		\$2,350.25	\$2,350.25	109 CCS 013
Centennial Park North West	Annual		\$2,585.00	\$2,585.00	109 CCS 013
Centennial Park Guest Pass	Monthly			\$84.00	New
	Annual		\$350.00	\$350.00	
Centennial Park Secondary Parking Pass	Monthly			\$36.00	New
	Annual		\$150.00	\$150.00	
Boat Docking Seasonal	per foot		\$23.00	\$23.00	
Hydro Service Charge	Annual		Based on usage	Based on usage	109 CCS 013
Replacement Access Card			\$30.00	\$30.00	109 CCS 013
Laundry	per use		\$2.00 Machine only accept loonies	\$2.00 Machine only accept loonies	109 CCS 013
D – 6 Parks, Recreation and Culture – Advertising					
Community Guide Ads					
Half Banner	each		\$215.00	\$215.00	109 CCS 013
Banner	each		\$320.00	\$320.00	109 CCS 013
Half Page	each		\$430.00	\$430.00	109 CCS 013
Full Page	each		\$672.00	\$672.00	109 CCS 013

Schedule D – Parks, Recreation and Culture					
Note: Administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
Inside Front Cover	each		\$837.00	\$837.00	109 CCS 013
Inside Back Cover	each		\$837.00	\$837.00	109 CCS 013
Back Cover	each		\$1,454.00	\$1,454.00	109 CCS 013
Multiple Publication Commitment (Discount)	each		15%	15%	109 CCS 013
Sponsorship and Dedication					
Plant a Tree	each		\$1,125.00	\$1,125.00	109 CCS 013
Dedicate a Park Bench	each		\$1,885.00	\$1,885.00	109 CCS 013
Facility Ads					
Rink Boards	year		\$370.00	\$370.00	109 CCS 013
Arena Wall	year		\$248.00	\$248.00	109 CCS 013
Ice Surface (per season)	year		\$1,228.00	\$1,228.00	109 CCS 013
Olympia	year		\$490.00	\$490.00	109 CCS 013
Lindsay Rink Board	year		\$617.00	\$617.00	109 CCS 013
Lindsay Wall Ad	year		\$496.00	\$496.00	109 CCS 013
Board Glass	year		\$308.50	\$308.50	109 CCS 013
FF Mezzanine	year		\$308.50	\$308.50	109 CCS 013
FF Stair Risers	year		\$370.00	\$370.00	109 CCS 013
FF Accessible Viewing Area Risers	year		\$308.50	\$308.50	109 CCS 013
Ball Diamonds (per year, minimum of 3 years)	year		\$124.00	\$124.00	109 CCS 013
D – 7 Cemeteries					
		40% Care and Maintenance for in-ground lots			
Single Lot	each		\$1,140.00	\$1,140.00	
Cremation Lot (flat marker only)	each		\$722.00	\$722.00	
		15% Care and Maintenance			
Two Urn Niche 12” x 12” x 12”	each		\$1,810.00	\$1,810.00	
		15% Care and Maintenance			
Two Urn Niche 14” x 14” x 14”	each		\$1,840.00	\$1,840.00	
		\$25.00 Care and Maintenance			
Common Scattering	each		\$50.00	\$50.00	
		\$104.00 Care and Maintenance			
Private Scattering Right	each		\$260.00	\$260.00	
Open & Close Adult/Child Weekday (before 3 p.m.)	each		\$763.00	\$763.00	
Open & Close Adult/Child Saturday (before 12:00 Noon)	each		\$1,120.00	\$1,120.00	

Schedule D – Parks, Recreation and Culture					
Note: Administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
Open & Close Cremated Remains Weekday (before 3 p.m.)	each		\$325.00	\$325.00	
Open & Close Cremated Remains Saturday (before 3 p.m.)	each		\$447.00	\$447.00	
Each Additional Urn or Cremated Remains	each		\$25.00	\$25.00	
Double Depth	each		\$875.00	\$875.00	
Late Funeral Charge (after 3:00 p.m. arrival)	each		\$170.00	\$170.00	
Dis-interment Charges	each		\$1,810.00	\$1,810.00	
Dis-interment Urn	each		\$50.00	\$50.00	
Winter Interment Adult/Child (Additional)	each		\$590.00	\$590.00	
Winter Interment Infant (Additional)	each		\$173.00	\$173.00	
Columbarium Bronze Plaque	each		\$540.00	\$540.00	
Columbarium 2nd Urn Opening	each		\$173.00	\$173.00	
Columbarium Additional Date Tab for Plaque	each		\$173.00	\$173.00	
Columbarium Saturday Charges Additional	each		\$173.00	\$173.00	
Engrave Niche Standard Inscription	each		\$508.00	\$508.00	
Engrave Niche Additional Date	each		\$203.00	\$203.00	
Foundations For Monument	per cubic foot		\$36.00	\$36.00	
Corner Posts	set of four		\$235.00	\$235.00	
Setting Corner Posts	each		\$60.00	\$60.00	
Setting Flat Marker (larger than 173 sq. inches)	each		\$173.00	\$173.00	
Setting Flat Marker (smaller than 173 sq. inches (footstone))	each		No Charge	No Charge	
Staking for Flat Marker (monument dealer installation)	each		\$50.00	\$50.00	
Care and Maintenance Marker (less than 173 sq. inches)	each		No Charge	No Charge	
Care and Maintenance Marker (more than 173 sq. inches)	each		\$50.00	\$50.00	Legislated amount - FBCSA
Care and Maintenance Upright Monument (equal to or less than 4'0" in width or height)	each		\$100.00	\$100.00	Legislated amount - FBCSA
Care and Maintenance Upright Monument (greater than 4'0" in width or height)	each		\$200.00	\$200.00	Legislated amount - FBCSA
Use of Greens and Lowering Device	each		\$305.00	\$305.00	
Winter Storage in Vault	each		\$254.00	\$254.00	
Transfer of Interment or Scattering Rights	each		\$122.00	\$122.00	
Duplicate Interment Rights Certificate	each		\$30.00	\$30.00	
Administration of Resale of Rights	each		\$173.00	\$173.00	

Schedule E – Planning and Development					
Note: Legal and other administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
E – 1 Planning Fees					
Administration					
Planning Department Fees waived if the application is initiated by the City or is for an organization that the City is involved with.	each	None	Waived	Waived	
Zoning Compliance Letter	each	None	\$114.00	\$114.00	By-law 2013-006
Zoning Compliance Letter - Rush Fee	each	None		\$250.00	New
Site Plan Compliance Letter	each	None	\$114.00	\$114.00	By-law 2013-006
Site Plan Compliance Letter - Rush Fee	each	None		\$250.00	New
Subdivision Compliance Letter			\$114.00	\$114.00	
Subdivision Compliance Letter - Rush Fee	each	None		\$250.00	New
Clearance to fulfill Oak Ridges Moraine	each	None	\$520.00	\$520.00	
Applicant Requested Deferral for any Application	each	None	\$343.00	\$343.00	
Written Responses to Property Inquiries	each	None	\$114.00	\$114.00	By-law 2013-006
GIS Mapping Requests (CKL Mapping only up to 11x17 paper size)	each	None	\$32.00 plus \$10 per additional map	\$32.00 plus \$10 per additional map	
Copying of Maps and Drawings	Per map or drawing	None	\$20.00	\$20.00	
Photocopying or Scanning of Documents	(each side for double sided)	None	\$0.50	\$0.50	
Information Requests for Closed Planning Act Application Files	Per File	Photocopying charges	\$312.00	\$150.00	
File Status Update Letter for any type of application	each	None	\$572.00	\$572.00	By-law 2013-006
Pre-consultation Application	each	None	\$225.00	\$300.00	By-law 2013-006
Peer Review of all Specialized Reports or Studies	each	\$2,400.00 deposit required	Actual Costs	Actual Costs	By-law 2013-006
Pre-screening Application to Open a Road Allowance	each	None	\$225.00	\$225.00	
LPAT Appeal Fees					
OMB Participation Costs	each	\$2,400.00 deposit required	Actual Costs	Actual Costs	By-law 2013-006
Legal Expenses (not identified through applications)	each	Applicant responsible for 100% of City's legal fees	Actual Costs	Actual Costs	By-law 2013-006
Official Plan Amendment					
Advertising Fee	each		\$458.00	\$458.00	By-law 2013-006
Official Plan Amendment- Minor	each	Advertising Fee	\$3,991.00	\$3,991.00	By-law 2013-006
Official Plan Amendment -Major Applications for commercial development greater than 2,500 sq. m.; deletion or addition to the designated road network; tourist commercial development; an application that has broader policy implications for the City as deemed by the Director of Development Services	each	Advertising Fee	\$5,706.00	\$5,706.00	By-law 2013-006
Pit or Quarry where proposed annual tonnage is less than 100,000 tonnes	each	Advertising Fee	\$4,573.00	\$4,573.00	By-law 2013-006
Pit or Quarry where proposed annual tonnage is between 100,000-500,000 tonnes	each	Advertising Fee	\$6,849.00	\$6,849.00	By-law 2013-006
Pit or Quarry where proposed tonnage is between 500,000-1,000,000 tonnes	each	Advertising Fee	\$12,561.00	\$12,561.00	By-law 2013-006
Pit or Quarry where proposed annual tonnage is over 1,000,000 tonnes	each	Advertising Fee	\$18,272.00	\$18,272.00	By-law 2013-006
Application Revision	each	Advertising Fee	\$1,143.00	\$1,143.00	By-law 2013-006
Zoning By-Law Amendment – Minor					
Advertising Fee	each		\$458.00	\$458.00	By-law 2013-006
Rezoning Application where required as a condition of consent	each	Advertising Fee	\$1,143.00	\$1,143.00	
Rezoning Application base fee plus the applicable fees that follow below:	each	Advertising Fee	\$2,286.00	\$2,286.00	By-law 2013-006
a) set fee per residential lot, block, and/or dwelling unit to a maximum fee of \$10,000.00; and/or,	each	None	\$26.00	\$26.00	By-law 2013-006
b) set fee per 100 sq. m. or part thereof of proposed commercial gross floor area; and/or,	each	None	\$78.00	\$78.00	By-law 2013-006
c) set fee per 100 sq. m. or part thereof of proposed industrial gross floor area	each	None	\$78.00	\$78.00	By-law 2013-006
d) set fee per 100 sq. m. or part thereof of proposed institutional gross floor area	each	None	\$32.00	\$32.00	By-law 2013-006
Zoning By-Law Amendment – Major					
Application is associated with an official plan amendment application; a draft plan of subdivision or condominium; involves multiple properties; has background technical studies to be reviewed; and/or has zoning implications throughout the City					
Advertising Fee	each		\$458.00	\$458.00	By-law 2013-006

Schedule E – Planning and Development					
Note: Legal and other administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
Rezoning Application base fee plus the applicable fees that follow below:	each	Advertising Fee	\$3,430.00	\$3,430.00	
a) set fee per residential lot, block, and/or dwelling unit to a maximum fee of \$10,000.00; and/or,	each	None	\$26.00	\$26.00	
b) set fee per 100 sq. m. or part thereof of proposed commercial gross floor area; and/or,	each	None	\$78.00	\$78.00	
c) set fee per 100 sq. m. or part thereof of proposed industrial gross floor area	each	None	\$32.00	\$32.00	
d) set fee per 100 sq. m. or part thereof of proposed institutional gross floor area	each	None	\$32.00	\$32.00	
Application Revisions	each	Advertising Fee	\$1,143.00	\$1,143.00	By-law 2013-006
Removal of (H) Holding Symbol					
Advertising Fee	each		\$229.00	\$229.00	By-law 2013-006
Removal of Holding Rezoning Application	each	Advertising Fee plus Conservation Authority fee if a condition of the Removal of (H) Holding relates to their comments	\$572.00	\$572.00	By-law 2013-006
Draft Plan of Subdivision or Condominium					
Advertising Fee	each		\$458.00	\$458.00	By-law 2013-006
Residential and/or Mixed Use - base fee plus set fee per new residential, commercial, and institutional lot/block to a maximum fee of \$15,000.00 plus legal and registration fees	each	Advertising Fee	\$6,849.00 plus \$26.00	\$6,849.00 plus \$26.00	By-law 2013-006
Non-Residential - base fee plus set fee per new industrial, commercial, and institutional block plus legal and registration fees	each	Advertising Fee	\$3,419.00 plus \$26.00	\$3,419.00 plus \$26.00	By-law 2013-006
Resubmission Fee for Fourth Submission	each	None		\$2,000.00	New
Extension of Draft Plan Approval	each	None	\$343.00	\$343.00	By-law 2013-006
Minor Revisions to Draft Plan Approval where no recirculation is required	each	None if Public Meeting not required	\$343.00	\$343.00	By-law 2013-006
Minor Revisions to Draft Plan Approval where agency recirculation is required	each	None if Public Meeting not required	\$572.00	\$572.00	By-law 2013-006
Major Revisions to Draft Plan Approval	each	Advertising Fee	\$5,540.00	\$5,540.00	By-law 2013-006
Clearance of Draft Plan Conditions	each	None	\$572.00	\$572.00	By-law 2013-006
Preparation of Subdivision or Condominium Agreement (includes legal and registration	each	None	\$2,214.00	\$2,214.00	By-law 2013-006
Condominium Conversion	each	None if Public Meeting not required	\$1,143.00	\$1,143.00	
Exemption for a Condominium	each	None	\$722.00	\$722.00	
Removal of Road Reserves	each	None	\$343.00	\$343.00	
Part Lot Control					
Part Lot Control (including legal and registration fees)	each	Plus \$40.00 for each additional division	\$675.00	\$675.00	By-law 2013-006
Deeming By-law of Repeal of Deeming By-Law					
Deeming By-law of Repeal of Deeming By-Law (includes legal and registration fees)	each	None	\$800.00	\$800.00	By-law 2013-006
Deeming Application where required as a condition of any other Planning Act application or where associated with the sale of City lands	each	None	\$400.00	\$400.00	
					By-law 2018-043 effective March 20, 2018
Combined Planning Applications					
Advertising Fee	each		\$458.00	\$458.00	By-law 2013-006
Where an applicant submits any combination of an official plan amendment, zoning by-law amendment, draft plan of subdivision, and/or draft plan of condominium applications together at the same time, the highest application fee is the base fee and all other application fees are reduced by 50%. Only one advertising fee will be charged	each	Advertising Fee			By-law 2013-006
Minor Variance					
Advertising Fee	each		\$229.00	\$229.00	By-law 2013-006
Minor Variance Pre-screening, if required as determined by staff	each	None	\$225.00	\$225.00	By-law 2013-006
Minor Variance	each	Advertising Fee	\$1,143.00	\$1,143.00	By-law 2013-006
Minor Variance where required as a condition of consent	each	Advertising Fee	\$800.00	\$800.00	
Minor Variance for Approval of Accessibility Structures	each	Advertising Fee	\$572.00	\$572.00	
					By-law 2018-043 effective March 20, 2018

Schedule E – Planning and Development					
Note: Legal and other administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
Consent					
Consent Potential Inquiries	each		\$225.00	\$225.00	By-law 2013-006
Advertising Fee	each	None	\$229.00	\$229.00	By-law 2013-006
Consent for lot creation - base fee plus set fee for each additional lot or boundary adjustments when applications are submitted at the same time	each	Advertising Fee	\$1,143.00 plus \$229.00	\$1,143.00 plus \$229.00	By-law 2013-006
Consent for easement, charge, lease, right-of-way, correction of title, and validation of title	each	Advertising Fee	\$982.00	\$982.00	By-law 2013-006
Consent for boundary adjustments - base fee plus set fee for each additional boundary adjustment when all applications are submitted at the same time	each	Advertising Fee	\$982.00 plus \$156.00	\$982.00 plus \$156.00	By-law 2013-006
Amendments to consent when recirculating required	each	Advertising Fee	\$343.00	\$343.00	By-law 2013-006
Stamping Fee: certificate for lot creation, lot retention, and boundary adjustments	each	None	\$458.00	\$458.00	By-law 2013-006
Stamping Fee: certificate for an easement, charge, lease, right-of-way, correction of title and validation of title	each	None	\$229.00	\$229.00	By-law 2013-006
Consent Agreement (Preparation, legal and registration of fees)	each	None	\$1,143.00 plus \$520.00	\$1,143.00 plus \$520.00	By-law 2013-006
Site Plan Approval					
Request for Exemption from Site Plan Control	each	None	\$343.00	\$343.00	By-law 2013-006
Residential - base fee plus set fee per residential dwelling unit plus additional fees for agreement preparation and registration	each	None	\$2,287.00 plus \$26.00 plus \$1,143.00 plus \$520.00	\$2,287.00 plus \$26.00 plus \$1,143.00 plus \$520.00	By-law 2013-006
Mixed Use Building - base fee plus set fee per residential dwelling unit plus set fee per 100 sq.m. or part thereof of proposed non-residential floor space, plus additional fees for agreement preparation and registration	each	None	\$2,287.00 plus \$26.00 plus \$78.00 plus \$1,143.00 plus \$520.00	\$2,287.00 plus \$26.00 plus \$78.00 plus \$1,143.00 plus \$520.00	By-law 2013-006
Non-Residential - base fee plus set fee per 100 sq.m. or part thereof of proposed commercial floor space, and/or plus set fee per 100 sq.m. or part thereof of proposed industrial floor space, and/or plus set fee per 100 sq.m. or part thereof of proposed institutional floor space plus additional fees for agreement preparation and registration	each	None	\$2,287.00 plus \$26.00 plus \$78.00 plus \$1,143.00 plus \$520.00	\$2,287.00 plus \$26.00 plus \$78.00 plus \$1,143.00 plus \$520.00	By-law 2013-006
Resubmission Fee for Fourth Submission	each	None		\$2,000.00	New
Amending Site Plan Approval					
Residential - base fee plus set fee per residential dwelling unit plus additional fees for agreement preparation and registration	each	None	\$1,715.00 plus \$26.00 plus \$1,143.00 plus \$520.00	\$1,715.00 plus \$26.00 plus \$1,143.00 plus \$520.00	By-law 2013-006
Mixed Use Building - base fee plus set fee per residential dwelling unit plus set fee per 100 sq.m. or part thereof of proposed non-residential floor space plus additional fees for agreement preparation and registration	each	None	\$1,715.00 plus \$26.00 plus \$52.00 plus \$1,143.00 plus \$520.00	\$1,715.00 plus \$26.00 plus \$52.00 plus \$1,143.00 plus \$520.00	By-law 2013-006
Non-Residential - base fee plus set fee per 100 sq.m. or part thereof of proposed commercial floor space, and/or plus set fee per 100 sq.m. or part thereof of proposed industrial floor space, and/or plus set fee per 100 sq.m. or part thereof of proposed institutional floor space plus additional fees for agreement preparation and registration	each	None	\$1,715.00 plus \$78.00 plus \$32.00 plus \$1,143.00 plus \$520.00	\$1,715.00 plus \$78.00 plus \$32.00 plus \$1,143.00 plus \$520.00	By-law 2013-006
Resubmission Fee for Fourth Submission	each	None		\$2,000.00	New
Minor Site Plan Approval					
Plans only approval or with scoped site plan agreement for such uses as chip trucks, temporary new home sales trailers/offices, minor building extensions or alterations, school portables, or government agency reviews exempt from site plan control	each	None	\$572 plus \$832 for site plan agreement	\$572 plus \$832 for site plan agreement	By-law 2013-006
Telecommunications Application Fees					
Telecommunications Tower Application	each	None	\$2,286.00	\$2,286.00	By-law 2013-006
Refund of Application Fees					
Advertising	each	None	90% if not advertised	90% if not advertised	By-law 2013-006
If request submitted within one (1) year from date of application being received and prior to preparation of staff report	each	None	25% of total application fee refundable	25% of total application fee refundable or at the discretion of the Director of Development Services	By-law 2013-006

Schedule E – Planning and Development					
Note: Legal and other administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
Preparation of Development Agreement					
Where required in conjunction with a Planning Act application but not mentioned above plus registration fee	each	None	\$1,143.00 plus \$520.00	\$1,143.00 plus \$520.00	
Where required but not in conjunction with a Planning Act application such as roadway construction, fulfillment of Oak Ridges Moraine Conservation Plan conditions plus registration fee	each	None	\$1,143.00 plus \$520.00	\$1,143.00 plus \$520.00	
Where required to register a restrictive covenant on title or facilitate the merger of one or more properties plus registration fee	each	None	\$1,559.00 plus \$520.00	\$1,559.00 plus \$520.00	
E – 2 Permits					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
Pool Permits	each		\$110.00	\$110.00	By-law 2005-314
Accessory Dwelling Units	each		\$142.00	\$142.00	By-law 2014-305

Schedule F – Engineering					
Note: Legal and other administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
F -1 Approvals					
Subdivision Approval					
Basic Fee - Percentage of constructed value of the public infrastructure created relative to the subdivision	each		3.70%	3.70%	By-law 2007-132
Site Plan Approval					
Basic Fee – Percentage of constructed value of the site works created relative to the project	each		3.70%	3.70%	By-law 2007-132
Condominium Approval					
Basic Fee - Percentage of the constructed value of the infrastructure	each		3.70%	3.70%	By-law 2007-132
Abnormally complex proposals or where additional submissions or inspections required	each		Actual Costs	Actual Costs	By-law 2007-132
F – 2 Permits					
Patio Permits	each		\$286.00	waived - CW2020-164	By-law 2016-009

Schedule G – Waste Management					
Note: Administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
G – 1 Waste Management Fees					
Solid Waste Tipping Fees shall always be based on weight when a weight fee is listed for that item. Volume based fees will apply if there is a failure of the scale system					
Residential Recyclable Materials (Blue/Comingle & Green/ Paper Box Recycling)	each		Free	Free	By-law 2016-144
Residential Household Hazardous Waste (at designated landfill sites only)	each		Free	Free	By-law 2016-144
Residential Waste Electronic & Electrical Equipment	each		Free	Free	By-law 2016-144
Scrap Metal (including appliances without Freon)	each		Free	Free	By-law 2016-144
Ashes (must be cold to be accepted)	each		Free	Free	By-law 2016-144
Cannabis plants seized within the City of Kawartha Lakes by the Ontario Provincial Police or the Kawartha Lakes Police	Visit			Free	
Curbside Bag Tags	each		\$3.00	\$3.00	By-law 2016-144
Bulky/Large Item Tags	each			\$5.00	
Mattresses and Box Springs	each		\$15.00	\$15.00	By-law 2016-144
Appliances Containing Freon (refrigerators, air conditions, dehumidifiers, freezers, etc.)	item		\$20.00	\$20.00	By-law 2016-144
Residential/ Commercial Containers					
Standard 14 or 16 gallon green	each		\$7.00	\$7.00	
Standard 16 gallon blue	each		\$7.00	\$7.00	
Extra large 22 gallon blue boxes (for containers only)	each		\$9.00	\$9.00	
Commercial Recycling Carts (not available for residential collection)					
65 gallon blue and green carts	each		\$90.00	\$95.00	
95 gallon blue carts (for container recycling only)	each		\$105.00	\$110.00	
Rain Barrels					
Rain Barrel	each		\$75.00	\$75.00	
Composters					
Tumbling composter	each		\$65.00	\$65.00	
Backyard composters (80 gallons)	each		\$45.00	\$45.00	
Kitchen compost pails (2 gallons)	each		\$3.00	\$3.00	
Digesters	each		\$70.00	\$70.00	
Weight Based Tipping Fees					
Minimum charge Sorted Material (Waste)	Visit		\$5.00	\$5.00	By-law2016-144
Minimum charge Mixed Load (Waste and Leaf & Yard Materials)	Visit		\$7.00	\$7.00	By-law2016-144
Sorted Waste over \$5 by weight	Tonne		\$115.00	\$120.00	By-law2016-144/CR2019-641
Sorted Leaf & Yard Material over 250kg	Tonne		\$115.00	\$120.00	By-law2016-144/CR2019-641
Mixed Loads (more than 20% by volume of recyclable materials and/or opaque bags)	tonne		\$215.00	\$220.00	By-law2016-144/CR2019-641
Contaminated Soil (suitable for daily cover)	tonne		\$50.00	\$50.00	By-law 2016-144
Contaminated Soil (not suitable for daily cover)	tonne		\$115.00	\$120.00	By-law2016-144/CR2019-641
Boat and Bale Wrap	tonne		\$115.00	\$120.00	By-law2016-144/CR2019-641
Asbestos	tonne		\$250.00	\$250.00	By-law 2016-144
Construction and Demolition Waste	tonne		\$115.00	\$120.00	By-law2016-144/CR2019-641
Residential, Industrial, Commercial and Institutional Waste	tonne		\$115.00	\$120.00	By-law2016-144/CR2019-641
Fees When Scales are inoperative or for Freon Removal					
Minimum charge Sorted Material (Waste)	Visit		\$5.00	\$5.00	By-law 2016-144
Minimum Charge Mixed Load (Waste and Leaf & Yard Material)	Visit		\$7.00	\$7.00	By-law 2016-144

Schedule G – Waste Management					
Note: Administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
Sorted Waste Material over \$5.00 by cubic yard	Cubic yard		\$20.00	\$22.50	By-law 2016-144
Sorted Leaf & Yard Material over 1.75 cubic yard	Cubic yard		\$20.00	\$22.50	By-law 2016-144
Mixed Loads (more than 20% by volume of recyclable materials and/or opaque bags)	cubic yard		\$40.00	\$45.00	By-law 2016-144
Asbestos per cubic yard	Cubic yard		\$125.00	\$125.00	
RV Disposal per visit at Lindsay Ops Only	per visit		\$5.00	\$5.00	
Vac Trucks	per load		\$200.00	\$200.00	
Boats	per foot		\$3.00	\$3.00	By-law 2016-144
Residential, Industrial, Commercial and Institutional Waste	cubic yard		\$20.00	\$22.50	By-law 2016-144
Boat and Bale Wrap	cubic yard		\$20.00	\$22.50	By-law 2016-144
Construction and Demolition Waste	cubic yard		\$60.00	\$65.00	By-law 2016-144
Contaminated Soil (suitable for cover material)	cubic yard		\$25.00	\$25.00	By-law 2016-144
Contaminated Soil (not suitable for cover material)	cubic yard		\$65.00	\$70.00	By-law 2016-144

Schedule H – Public Works					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
I – 1 Oversize and Overweight Loads					
Single Move Permit	each		\$55.00	\$55.00	By-law 2010-064
Annual Permit	each		\$220.00	\$220.00	By-law 2010-064
I – 2 Reduced Load Permit					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
Permit for moving of heavy Vehicles, loads, objects or structures in excess of the load restrictions	each		\$55.00	\$55.00	By-law 2005-077
I – 3 Entrance Permit					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
Consent Application Review	each		\$104.00	\$104.00	
Entrance Permit Application Fee (valid for one year)	each		\$113.00	\$113.00	
Installation of Access / Entrance Way					
City Hired Contractor (per 3.04 a, b and 3.06 b)		Full quoted cost plus actual administration costs			By-Law 2017-151
Application Hired Contractor					
Residential, filed, agricultural, temporary or utility entrance (per 3.04 and 3.06a)		\$ 2,000 deposit required. Actual cost including administration to be paid by applicant.			By-Law 2017-151
Commercial, Industrial, Institutional, emergency or public entrance (per 3.04 and 3.06a)		Deposit amount to be set by the Director. Actual costs including administration to be paid by applicant.			By-Law 2017-151
Failure to Comply with By-Law					
Contravention of By-Law (Per 7.02 a)		Fine as outlined in the Provincial Offences Act			By-Law 2017-151
Per 7.02 b - First offence		\$ 1,000 plus remedy and administration costs			By-Law 2017-151
Per 7.02 b - Second and succeeding offences		\$ 2,000 plus remedy and administration costs			By-Law 2017-151
I – 4 Installation of Banners over City Roads					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
Not for Profit, Charitable, Community Based Organization	location/year				Policy 140 EPW 012
Second and Subsequent Signs	week		\$110.00	\$110.00	Policy 140 EPW 012

Schedule I – Transit					
Note: Administration charges outlined in Schedule A may apply to transactions contained in this schedule. See Schedule A for details.					
Service Description	Unit	Additional Fees	Rate Effective January 1, 2020	Rate Effective January 1, 2021	Reference
I – 1 Transit Fees					
Per Trip					
Adults	trip		\$2.50	\$2.50	CR2017-632/By-law 2010-117
Students	trip		\$2.00	\$2.00	CR2017-632/By-law 2010-117
Children 8-14	trip		\$1.50	\$1.50	CR2017-632/By-law 2010-117
Children Under 8	trip		no charge	no charge	CR2017-632/By-law 2010-117
Tokens	6 tokens		\$10.00	\$10.00	CR2017-632/By-law 2010-117
	12 tokens		\$20.00	\$20.00	CR2017-632/By-law 2010-117
Monthly Pass					
Adults	pass		\$65.00	\$65.00	CR2017-632/By-law 2010-117
Seniors/Students	pass		\$55.00	\$55.00	CR2017-632/By-law 2010-117
Transit Charters					
For Profit Organizations (minimum 4 hours)	per hour		\$85.00	\$85.00	CR2017-632/By-law 2010-117
Not For Profit Organizations (minimum 4 hours)	per hour		\$42.50	\$42.50	CR2017-632/By-law 2010-117
2017-215 Effective October 24, 2017					

The Corporation of the City of Kawartha Lakes

By-Law 2020-_____

A By-law to Authorize the Execution of an Amendment to a Telecommunications Lease Agreement at 193 Centreline Road, Geographic Township of Emily, City of Kawartha Lakes

For the purpose of authorization to execute an amended lease agreement between the Corporation of the City of Kawartha Lakes and Bell Mobility Inc. for constructing a telecommunications tower at the location municipally known as 193 Centreline Road, in the Geographic Township of Emily, City of Kawartha Lakes.

Recitals

1. The City of Kawartha Lakes and Bell Mobility Inc. have entered into an Amended Lease Agreement to allow Bell Mobility to construct a telecommunications tower at the location municipally known as 193 Centreline Road, in the Geographic Township of Emily, City of Kawartha Lakes.
2. Sections 5.05 (2) of By-Law 2016-009, being a by-law regarding delegated authority to execute documents, requires that the Amended Lease Agreement with annual revenue over \$10,000 must be approved by council.
3. Section 3.01 (B)(V) of By-law 2018-017, being a by-law to provide direction for annual fees for encroachments describes the amount for tower as \$13,000.
4. The current Lease Agreement allows for a tower and has been renewed. The purpose of the amendment is to add the tower specifications and to identify the location to the existing lease as an amendment with all other terms to remain the same.
5. An Amended Lease Agreement has been agreed to and executed by Bell Mobility Inc.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2020-_____.

Section 1.00: Definitions and Interpretation

1.01 Definitions: In this by-law,

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

"City Clerk" means the person appointed by Council to carry out the duties of the clerk described in section 228 of the Municipal Act, 2001;

“Council” or “City Council” means the municipal council for the City;

1.02 Interpretation Rules:

- (a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.
- (b) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

- 1.03 **Statutes:** References to laws in this by-law are meant to refer to the statutes, as amended from time to time, that are applicable within the Province of Ontario.
- 1.04 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

Section 2.00: Authorization

- 2.01 **Authorization:** The Mayor and Clerk are hereby authorized and directed to sign the Amendment to the Lease Agreement appended to this By-law as Schedule A, and affix the City’s corporate seal.

Section 3.00: Administration and Effective Date

- 3.01 **Administration of the By-law:** The City Clerk is responsible for the administration of this by-law.
- 3.02 **Effective Date:** This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this ____ day of _____, 2020.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

Schedule A



Schedule A -
Amending Agreement

FIRST LEASE CONFIRMING AND AMENDING AGREEMENT

THIS AGREEMENT is made as of the 6th day of October, 2020.

B E T W E E N:

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

(hereinafter called the “Landlord”)

OF THE FIRST PART

- and -

BELL MOBILITY INC.

(hereinafter called the “Tenant”)

OF THE SECOND PART

RECITALS

- A. By a Telecommunications Facility Lease Agreement dated December 1, 2015 (the “Original Lease”) between the Landlord and the Tenant in respect of certain space located in the property municipally known as **193 Centreline Road, Omemee, Kawartha Lakes, Ontario**, and as more particularly described in the Lease.
- B. The Original Lease, this First Lease Amendment shall hereinafter be referred to collectively as the “Lease”;
- C. The parties hereto have agreed to amend the terms of this Lease in the manner hereinafter provided;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of Two Dollars (\$2.00) now paid by each party hereto to the other and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Landlord and the Tenant covenant and agree as follows:

- 1. The parties hereto hereby acknowledge, confirm and agree that the foregoing recitals are true in substance and in fact.
- 2. From and after execution of this agreement, the Lease shall be amended as follows:
 - (a) Schedule “B” (“Approved Site Plan”), attached herein and shall replace Schedule “B” of the Lease;
- 3. Except where inconsistent with the foregoing provisions of this Agreement, all of the provisions of the Original Lease shall apply, mutatis mutandis, to this Agreement. The parties hereto acknowledge, confirm and agree that in all other respects the terms and conditions of the Original Lease remain in full force and effect, unchanged and unmodified (including, without limitation, except in accordance with this Agreement.
- 4. Except as specifically stated in this Agreement, any term which is defined in the Lease, shall, unless the context otherwise requires, have the same meaning when used in this Agreement.

5. The parties agree to execute such further and other agreements from time to time as may be reasonably necessary in order to give effect to this Agreement.
6. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and their permitted assigns.
7. Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.
8. The provisions hereto shall be interpreted according to the laws of the Province of Ontario.
9. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision, but shall be deemed to be severable.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first above written.

THE CORPORATION OF THE CITY OF
KAWARTHA LAKES

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the corporation.

BELL MOBILITY INC.

Per:  _____
Name: Brock Enderton
Title: Senior Manager
Real Estate & Government Relations

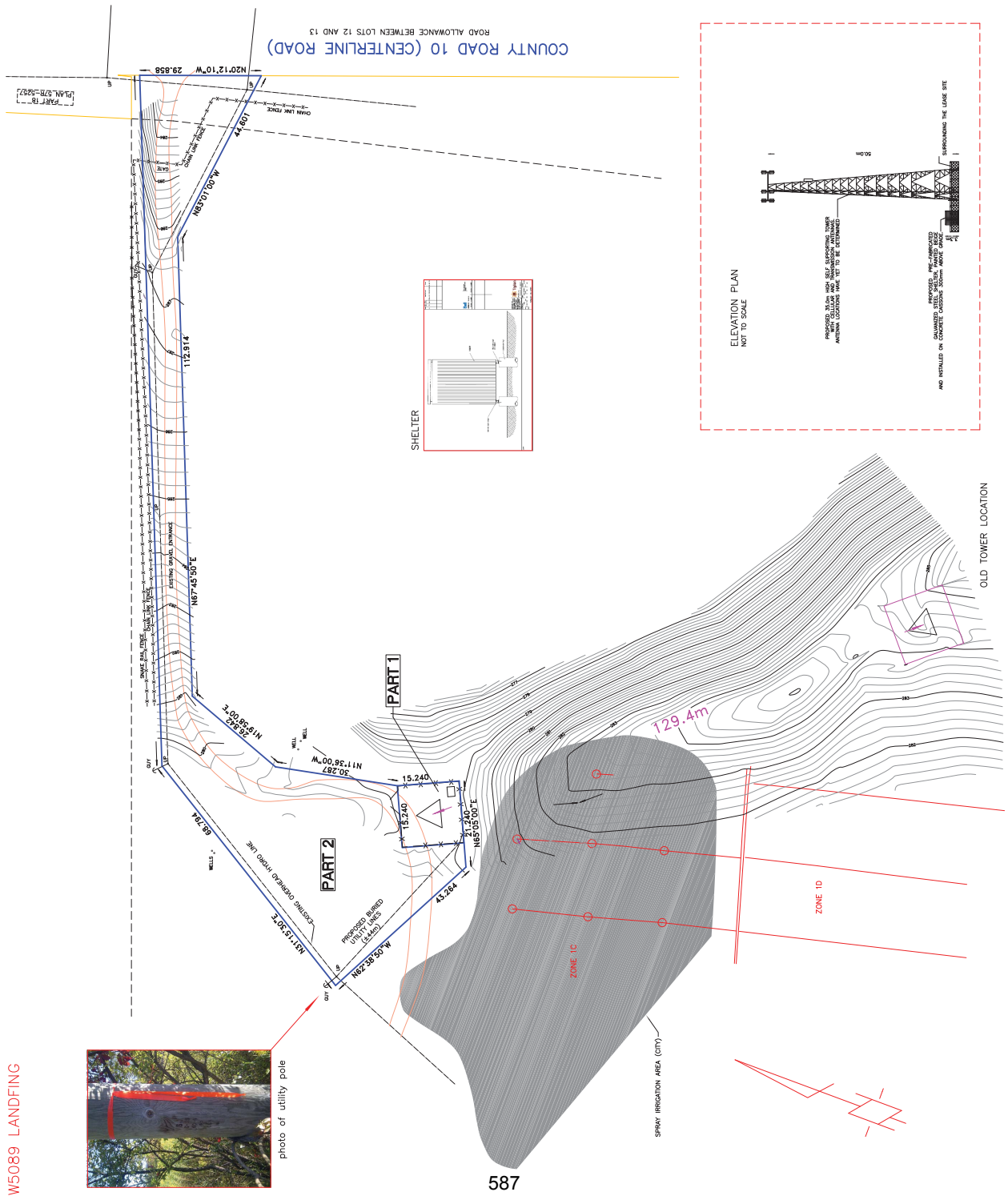
I have authority to bind the corporation.

SCHEDULE “B”
APPROVED SITE PLAN
(W5089 – Sketch prepared by Lanthier & Gilmore Surveying Ltd)

W5089 LANDING



photo of utility pole



SKETCH OF
PROPOSED TELECOMMUNICATION INSTALLATION
PART OF THE SOUTH HALF OF LOT 12
CONCESSION 8
TOWNSHIP OF EMILY
COUNTY OF VICTORIA



BEARING NOTE
BEARINGS ARE GIVEN FROM OBSERVATIONS FROM MONUMENTS UP TO 1970.
SHOWN HEREIN, REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 17
(67 WEST LONGITUDE NAD 83 (CSRS) (1997).

METRIC NOTE
DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.
NOTE
DISTANCES SHOWN ON THIS PLAN ARE ADJUSTED GROUND LEVEL DISTANCES AND CAN BE USED TO COMPUTE
GRID COORDINATES BY MULTIPLYING THE DISTANCES BY A COMBINED SCALE FACTOR OF 1.000022.

AREA REQUIREMENTS	EXISTING	PROPOSED
COMPOUND		232.2 sq.m.
ACCESS, UTILITIES		3980 sq.m.
COMPOUND & ACCESS		4212.2 sq.m.
PROPOSED UNITS		1 TOWER 1 SHELTER
HEIGHT OF TOWER		24 m
SETBACKS (PROPOSED TOWER)		
NORTH		8.74 m.
EAST		810.3 m.
SETBACKS (PROPOSED SHELTER)		
NORTH		8.74 m.
EAST		810.3 m.
PROPOSED TOWER CENTRE COORDINATES		
		N 78° 32' 42.7" W 78° 32' 42.7" GRID ELEV. 279.0

The Corporation of the City of Kawartha Lakes

By-Law 2020-

A By-law to Stop Up and Close that Portion of the Road Allowance Set Out as Part of the Road on Plan 152 as in R260900, in the Geographic Township of Fenelon, City of Kawartha Lakes, Being Part of PIN: 63144-0118 (LT)

And To Release the City's Interest in the Property Municipally Known as 44 Manor Road and Legally Described as Part of Block C on Plan 152; Part of the Road on Plan 152; Part Lots 14-15 on Plan 164 as in R260900; Together With R260900; Subject to the Interest of the Municipality, in the Geographic Township of Fenelon, City of Kawartha Lakes

Recitals

1. Pursuant to the Municipal Act, 2001, Council is empowered to stop up and close any part of a highway;
2. It is desirable to stop up and close that part of the Road on Plan 152, more particularly described as Part of the Road on Plan 152 as in R260900, in the Geographic Township of Fenelon, City of Kawartha Lakes, being Part of PIN: 63144-0118 (LT), and to authorize the release of the City's interest in the property legally described as Part of Block C on Plan 152; Part of the Road on Plan 152; Part Lots 14-15 on Plan 164 as in R260900; Together With R260900; Subject to the Interest of the Municipality, in the Geographic Township of Fenelon, City of Kawartha Lakes, being All of PIN: 63144-0118 (LT);
3. A Transfer/Deed of Land registered as Instrument No. R260900, dated December 14, 1989, confirms that the subject road allowance has been in private ownership since that date.
4. Notice of the intention of City Council to pass this by-law was given by ad notice duly published in the Kawartha Lakes This Week newspaper on the 19th and 26th days of November and the 3rd day of December, 2020. During the three-week newspaper circulation, notice was also posted on the City of Kawartha Lakes website, in accordance with the provisions of the Municipal Act, 2001 and City of Kawartha Lakes By-Law 2018-020, as amended.
5. The proposed by-law came before Council for consideration at its regular meeting on the 15th day of December, 2020 at 1:00 p.m. and at that time no person objected to the proposed by-law nor claimed that his land would be prejudicially affected.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2020- .

Section 1.00: Definitions and Interpretation

1.01 Definitions: In this by-law,

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

"City Clerk" means the person appointed by Council to carry out the duties of the clerk described in section 228 of the Municipal Act, 2001;

“Council” or “City Council” means the municipal council for the City;

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

1.02 Interpretation Rules:

(a) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

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

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

Section 2.00: Road Closure and Release of Interest

2.01 Road Closure and Release of Interest: That part of the road allowance described as Part of the Road on Plan 152 as in R260900, in the Geographic Township of Fenelon, City of Kawartha Lakes, being Part of PIN: 63144-0118 (LT), is hereby stopped up and closed. The Mayor and Clerk are authorized to execute all instruments necessary to effect a release of any right, title, or interest in such lands on behalf of the City in order to correctly establish the parcel description of PIN: 63144-0118 (LT), for nominal consideration plus all costs incurred by the City, such as advertising costs, legal fees, disbursements and registration costs.

Section 3.00: Administration and Effective Date

3.01 Administration of the By-law: The Manager of Realty Services is responsible for the administration of this by-law.

3.02 **Effective Date:** This By-law shall come into force on the date it is finally passed by Council and has been deposited on title in the Registry Office for the Registry Division of Victoria (No. 57).

By-law read a first, second and third time, and finally passed, this 15th day of December, 2020.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

The Corporation of the City of Kawartha Lakes

By-Law 2020-____

A By-law to Stop Up and Close Part of the Original Road Allowance Along Lake Dalrymple Laying in Front of Point A, Concession 1, in the Geographic Township of Carden, City of Kawartha Lakes, Further Described as Parts 1 and 2 on Plan 57R-10758, and to Authorize the Sale of the Land to the Abutting Owner

And to Authorize a Grant of Easement in favour of Hydro One Networks Inc. over Part of the Original Road Allowance Along Lake Dalrymple Laying in Front of Point A, Concession 1, in the Geographic Township of Carden, City of Kawartha Lakes, Further Described as Parts 1 and 2 on 57R-10758.

Recitals

1. Pursuant to the Municipal Act, 2001, Council is empowered to stop up, close and to sell any part of a highway under its jurisdiction.
2. The Land described in Schedule "A" attached forms part of this by-law and describes the parcel as the part of the Original Road Allowance along Lake Dalrymple laying in Front of Point A, Concession 1, in the Geographic Township of Carden, City of Kawartha Lakes, and has been declared to be surplus to municipal needs.
3. It is desirable to stop up and close that part of the original road allowance described in Schedule "A" attached to this by-law and to authorize the sale to the land to the abutting owners.
4. Notice of the intention of the City Council to pass this by-law was given by ad notice duly published in the Kawartha Lakes This Week newspaper on 27th day of December, 2018 and on the 3rd and 10th days of January, 2019, in accordance with the provisions of the Municipal Act, 2001 and the City of Kawartha Lakes By-Law 2018-020, as amended.
5. Notice of the intention of the City Council to pass this by-law was given by the City of Kawartha Lakes Website posted on 27th day of December, 2018, in accordance with the provisions of the Municipal Act, 2001 and the City of Kawartha Lakes By-Law 2018-020, as amended.
6. The proposed by-law came before council for consideration at its regular meeting on the 5th day of February, 2019 at 1:00 p.m. and at that time no person objected to the proposed by-law nor claimed that his land would be prejudicially affected.
7. This matter was approved by City Council on the 5th day of February, 2019 by the adoption of Report RS2019-006.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2020-__.

Section 1.00: Definitions and Interpretation

1.01 Definitions: In this by-law,

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

“City Clerk” means the person appointed by Council to carry out the duties of the clerk described in section 228 of the Municipal Act, 2001;

“Council” or “City Council” means the municipal council for the City;

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

1.02 Interpretation Rules:

(a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.

(b) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

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

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

Section 2.00: Road Closure, Sale, and Easements

2.01 Close and Sale: That part of the original road allowance described in Schedule “A” attached to this by-law has been declared to be surplus to municipal needs and is hereby stopped up, closed, and authorized to be sold to Bradley Trew for \$23.00 per linear foot of the original road allowance (where the linear foot has an average width of 66 feet). Parts 1 and 2 on Plan 57R-10758 will be sold to Bradley Trew for the sum of \$762.91, plus HST (if applicable), plus the cost of the Reference Plan, advertising, registrations, City staff time fee, legal fees and disbursements, and any other costs incurred by the City in connection to this transaction.

2.02 Easements: Prior to the transfer to Bradley Trew of that part of the original road allowance described in Schedule “A” attached to this by-law, the City of Kawartha Lakes is authorized to grant an easement in favour of Hydro One Networks Inc. over Part of the Original 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 Part 2 on Plan 57R-10758.

Section 3.00: Administration and Effective Date

- 3.01 **Administration of the By-law:** The Manager of Realty Services is responsible for the administration of this by-law.
- 3.02 **Effective Date:** This By-law shall come into force on the date it is finally passed by Council and has been deposited on title in the Registry Division of Victoria (No. 57).

By-law read a first, second and third time, and finally passed, this 15th day of December, 2020.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

Schedule A To The City of Kawartha Lakes By-Law 2020-_____
Passed The 15th Day of December, 2020

Description of the Land to be Conveyed to Bradley Trew

Part of the Original Road Allowance along Lake Dalrymple in Front of Point A,
Concession 1, in the Geographic Township of Carden, further described as Parts
1 and 2 on 57R-10758.

The Corporation of the City of Kawartha Lakes

By-Law 2020-XXX

A By-law to Amend By-law 2018-142, Being a By-law to Repeal and Replace By-law 1992-12, Being a By-law to Designate 37 Colborne Street, Fenelon Falls as in the City of Kawartha Lakes as being of Cultural Heritage Value or Interest

Recitals

1. Section 30.1 of the Ontario Heritage Act, R.S.O. 1990, provides that a Council of a municipality may amend a by-law designating a property within the bounds of a municipality to correct a legal description of a property, clarify the statement of a property's cultural heritage value, or to make it consistent with the requirements of the Act.
2. A notice of the proposed amendment has been served on the owner of the property in accordance with subsection 30.1(4) of the Act.
3. No objection to the proposed amendment has been served on the Clerk of the Municipality.
4. An amendment is required to correct the legal description of the property located at 37 Colborne Street, Fenelon Falls.
5. These changes require an amendment to the original by-law.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2020-XXX.

Section 1.00: Definitions and Interpretation

- 1.01 **Definitions:** All defined terms in the amending By-law take their meaning from By-law 2018-142 of the City of Kawartha Lakes.
- 1.02 **Interpretation Rules:**
 - (a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.
 - (b) The words "include" and "including" are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.
- 1.03 **Statutes:** References to laws in this by-law are meant to refer to the statutes, as amended from time to time, that are applicable within the Province of Ontario.
- 1.04 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

Section 2.00: Amendments

2.01 **Schedule A:** The legal description of the property in Schedule A of By-law 2018-142 is hereby deleted and replaced with:

Part Lot 1 W/S Colborne St Plan17 Fenelon as in VT98822, except R219522;
Kawartha Lakes

Section 3.00: Administration and Effective Date

3.01 **Administration of the By-law:** The Director of Development Services is responsible for the administration of this by-law.

3.02 **Effective Date:** This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this XXX day of XXX, 2020.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

The Corporation of the City of Kawartha Lakes

By-Law 2020-XXX

A By-law to Amend By-law 2018-143, Being a By-law to Repeal and Replace By-law 2001-172, Being a By-law to Designate 13 Lindsay Street, Fenelon Falls as in the City of Kawartha Lakes as being of Cultural Heritage Value or Interest

Recitals

1. Section 30.1 of the Ontario Heritage Act, R.S.O. 1990, provides that a Council of a municipality may amend a by-law designating a property within the bounds of a municipality to correct a legal description of a property, clarify the statement of a property's cultural heritage value, or to make it consistent with the requirements of the Act.
2. A notice of the proposed amendment has been served on the owner of the property in accordance with subsection 30.1(4) of the Act.
3. No objection to the proposed amendment has been served on the Clerk of the Municipality.
4. An amendment is required to correct the municipal address and legal description of the property located at 13 Lindsay Street, Fenelon Falls.
5. These changes require an amendment to the original by-law.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2020-XXX.

Section 1.00: Definitions and Interpretation

- 1.01 **Definitions:** All defined terms in the amending By-law take their meaning from By-law 2018-143 of the City of Kawartha Lakes.
- 1.02 **Interpretation Rules:**
 - (a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.
 - (b) The words "include" and "including" are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.
- 1.03 **Statutes:** References to laws in this by-law are meant to refer to the statutes, as amended from time to time, that are applicable within the Province of Ontario.
- 1.04 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

Section 2.00: Amendments

2.01 **Municipal Address:** References to the municipal address as 15 Lindsay Street in By-law 2018-143 and its Schedule are hereby deleted and replaced with:

13 Lindsay Street

2.02 **Schedule A:** The legal description of the property in Schedule A of By-law 2018-143 is hereby deleted and replaced with:

Part Lot 170 Plan 25 PT 1,2,3,4, 57R8553, S/T R387921; S/T R612053E;
Kawartha Lakes

Section 3.00: Administration and Effective Date

3.01 **Administration of the By-law:** The Director of Development Services is responsible for the administration of this by-law.

3.02 **Effective Date:** This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this XXX day of XXX, 2020.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

The Corporation of the City of Kawartha Lakes

By-Law 2020-XXX

A By-law to Amend By-law 2018-163, Being a By-law to Repeal and Replace By-law 1980-02, Being a By-law to Designate 2 Lindsay Street South, Lindsay as in the City of Kawartha Lakes as being of Cultural Heritage Value or Interest

Recitals

1. Section 30.1 of the Ontario Heritage Act, R.S.O. 1990, provides that a Council of a municipality may amend a by-law designating a property within the bounds of a municipality to correct a legal description of a property, clarify the statement of a property's cultural heritage value, or to make it consistent with the requirements of the Act.
2. A notice of the proposed amendment has been served on the owner of the property in accordance with subsection 30.1(4) of the Act.
3. No objection to the proposed amendment has been served on the Clerk of the Municipality.
4. An amendment is required to correct the legal description of the property located at 2 Lindsay Street South, Lindsay.
5. These changes require an amendment to the original by-law.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2020-XXX.

Section 1.00: Definitions and Interpretation

1.01 **Definitions:** All defined terms in the amending By-law take their meaning from By-law 2018-163 of the City of Kawartha Lakes.

1.02 **Interpretation Rules:**

(a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.

(b) The words "include" and "including" are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

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

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

Section 2.00: Amendments

2.01 **Schedule A:** The legal description of the property in Schedule A of By-law 2018-163 is hereby deleted and replaced with:

PT Britton's Block Plan 10 as in VT71802; T/W VT71802; Kawartha Lakes

Section 3.00: Administration and Effective Date

3.01 **Administration of the By-law:** The Director of Development Services is responsible for the administration of this by-law.

3.02 **Effective Date:** This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this XXX day of XXX, 2020.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

The Corporation of the City of Kawartha Lakes

By-Law 2020-XXX

A By-law to Amend By-law 2018-167, Being a By-law to Repeal and Replace By-law 1981-46, Being a By-law to Designate 45 Russell Street West, Lindsay as in the City of Kawartha Lakes as being of Cultural Heritage Value or Interest

Recitals

1. Section 30.1 of the Ontario Heritage Act, R.S.O. 1990, provides that a Council of a municipality may amend a by-law designating a property within the bounds of a municipality to correct a legal description of a property, clarify the statement of a property's cultural heritage value, or to make it consistent with the requirements of the Act.
2. A notice of the proposed amendment has been served on the owner of the property in accordance with subsection 30.1(4) of the Act.
3. No objection to the proposed amendment has been served on the Clerk of the Municipality.
4. An amendment is required to correct the legal description of the property located at 45 Russell Street West, Lindsay.
5. These changes require an amendment to the original by-law.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2020-XXX.

Section 1.00: Definitions and Interpretation

- 1.01 **Definitions:** All defined terms in the amending By-law take their meaning from By-law 2018-167 of the City of Kawartha Lakes.
- 1.02 **Interpretation Rules:**
 - (a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.
 - (b) The words "include" and "including" are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.
- 1.03 **Statutes:** References to laws in this by-law are meant to refer to the statutes, as amended from time to time, that are applicable within the Province of Ontario.
- 1.04 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

Section 2.00: Amendments

2.01 **Schedule A:** The legal description of the property in Schedule A of By-law 2018-167 is hereby deleted and replaced with:

Building located in the north-west quadrant of the property legally described as Lot 7 S/S Russell St, 8 S/S Russell St Plan Town Plot; Kawartha Lakes

Section 3.00: Administration and Effective Date

3.01 **Administration of the By-law:** The Director of Development Services is responsible for the administration of this by-law.

3.02 **Effective Date:** This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this XXX day of XXX, 2020.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

The Corporation of the City of Kawartha Lakes

By-Law 2020-XXX

A By-law to Amend By-law 2018-178, Being a By-law to Repeal and Replace Township of Mariposa By-law 1996-36, Being a By-law to Designate 17025 Simcoe Street, Manilla as in the City of Kawartha Lakes as being of Cultural Heritage Value or Interest

Recitals

1. Section 30.1 of the Ontario Heritage Act, R.S.O. 1990, provides that a Council of a municipality may amend a by-law designating a property within the bounds of a municipality to correct a legal description of a property, clarify the statement of a property's cultural heritage value, or to make it consistent with the requirements of the Act.
2. A notice of the proposed amendment has been served on the owner of the property in accordance with subsection 30.1(4) of the Act.
3. No objection to the proposed amendment has been served on the Clerk of the Municipality.
4. An amendment is required to correct the legal description of the property located at 17025 Simcoe Street, Manilla.
5. These changes require an amendment to the original by-law.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2020-XXX.

Section 1.00: Definitions and Interpretation

1.01 **Definitions:** All defined terms in the amending By-law take their meaning from By-law 2018-178 of the City of Kawartha Lakes.

1.02 **Interpretation Rules:**

(a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.

(b) The words "include" and "including" are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

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

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

Section 2.00: Amendments

2.01 **Schedule A:** The legal description of the property in Schedule A of By-law 2018-178 is hereby deleted and replaced with:

LOT 14 E/S Simcoe St Plan 78; Kawartha Lakes

Section 3.00: Administration and Effective Date

3.01 **Administration of the By-law:** The Director of Development Services is responsible for the administration of this by-law.

3.02 **Effective Date:** This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this XXX day of XXX, 2020.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

The Corporation of the City of Kawartha Lakes

By-Law 2020-

A By-law to Provide for the Changing of Names of a Public Highway in the City of Kawartha Lakes to Fallaise Court and Cityview Heights

Recitals

1. Section 10 of the Municipal Act, 2001, S.O. 2001, c. 25, provides that the Council of a municipality may provide service or thing that the municipality considers necessary or desirable for the public, which would include naming of a public road.
2. A request was received from the Ministry of Transportation to rename and readdress two newly created service roads following the realignment of Highway 7 at Meadowview Road on the boundary between the geographic Township of Emily, and the Township of Selwyn.
3. This matter was approved by Council Resolution CR2020-381 on November 17, 2020
4. Notice of the intention of City Council to pass this by-law was given in accordance with the provisions of City's Notice By-law 2015-095.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2020- .

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 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.
- (b) Except as otherwise provided in section 1.01, the words and terms used in this by-law have the same meaning as the words and terms used in the Municipal Act, 2001 and the Highway Traffic Act, R.S.O. 1990, c.H.8.
- (c) The appendices attached to this by-law form part of the by-law, and are enforceable as such.

- 1.03 **Statutes:** References to laws in this by-law are meant to refer to the statutes, as amended from time to time, that are applicable within the Province of Ontario.
- 1.04 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

Section 2.00: Highway Name Change & Readdressing

- 2.01 **Fallaise Court:** The new service road, within the road allowance of Highway 7, created by the realignment of Highway 7, along part of the eastern boundary of Lot 23, Concession 2, geographic Township of Emily, be named Fallaise Court.
- 2.02 **Cityview Heights:** The new service road, within the road allowance of Highway 7, created by the realignment of Highway 7, along part of the eastern boundary of Lot 23, Concession 1, geographic Township of Emily, be named Cityview Heights.
- 2.03 **Readdressing:** The following civic addresses in the City of Kawartha Lakes are hereby assigned new street names and are renumbered according to the table below and the attached Reference Map attached as “Appendix A”:

Former Address	New Address
7688 Highway 7	94 Cityview Heights
7692 Highway 7	90 Cityview Heights
7694 Highway 7	88 Cityview Heights
7698 Highway 7	86 Cityview Heights
7702 Highway 7	82 Cityview Heights
7708 Highway 7	78 Cityview Heights
7712 Highway 7	74 Cityview Heights
7716 Highway 7	70 Cityview Heights
7798 Highway 7	10 Cityview Heights
7800 Highway 7	8 Cityview Heights
7832 Highway 7	12 Fallaise Court
7842 Highway 7	20 Fallaise Court

Section 3.00: **Effective Date**

3.01 **Effective Date:** This by-law shall come into force on the date it is finally passed.

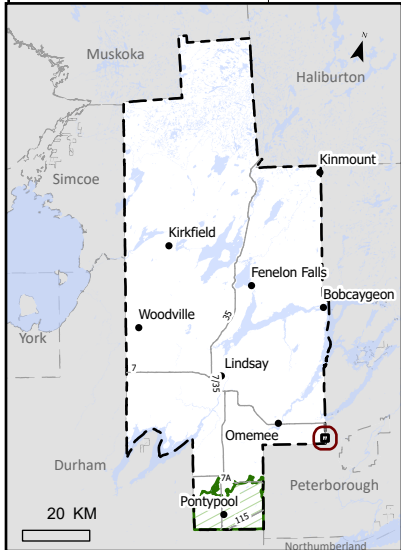
By-law read a first, second and third time, and finally passed, this 15th day of December, 2020.

Andy Letham, Mayor




Cathie Ritchie, City Clerk



Appendix A Fallaise
and Cityview Addres



Hwy 7 Realignment - Emily Township City of Kawartha Lakes/ Peterborough County

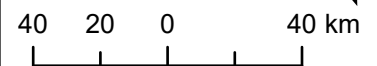
-  Hwy 7 Realignment Data
(Ministry of Transportation - MTO)
-  Properties identified for address change
-  Teranet Parcel Data - May 2020

Data Source: MTO; Teranet; LIO-OGDE
Map Projection & Datum: WGS 1984 Web Mercator Auxiliary Sphere
Units: Meters



Produced by the City of Kawartha Lakes
GIS Division, Development Services
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Scale: 1:2,250,000



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RATING BY-LAW

Tile Drainage Act, R.S.O. 1990, c. T.8, s.8

THE CORPORATION OF THE
City of Kawartha Lakes
BY-LAW NUMBER 2020-

A by-law imposing special annual drainage rates upon land in
respect of which money is borrowed under the Tile Drainage Act.

WHEREAS owners of land in the municipality have applied to the council under the Tile Drainage Act for loans for the purpose of constructing subsurface drainage works on such land;

AND WHEREAS the council has, upon their application, lent the owners the total sum of \$21,300.00 to be repaid with interest by means of rates hereinafter imposed;

The council, pursuant to the Tile Drainage Act, enacts as follows:

1. That annual rates as set out in the Schedule 'A' attached hereto are hereby imposed upon such land as described for a period of ten years, such rates shall have priority lien status, and shall be levied and collected in the same manner as taxes.

First Reading 2020-Dec-15
yyyy/mm/dd

Second Reading 2020-Dec-15
yyyy/mm/dd

Provisionally adopted this 15 day of December, 2020

Andy Letham
Name of Head of Council

Signature

Cathie Ritchie
Name of Clerk

Signature

Third Reading 2020-Dec-15

Enacted this 15 day of December, 2020

Andy Letham
Name of Head of Council

Signature

Corporate Seal

Cathie Ritchie
Name of Clerk

Signature

I, Cathie Ritchie, clerk of the Corporation of the City of Kawartha Lakes certify that the above by-law was duly passed by the council of the Corporation and is a true copy thereof.

Cathie Ritchie
Name of Clerk

Signature

Corporate Seal

The Corporation of the _____ City _____ of _____ Kawartha Lakes
Schedule 'A' to By-law Number _____ 2020-

Property Owner Information*			Description of Land Parcel to Which the Repayment Charge Will be Levied					Proposed date of loan (YYYY-MM-DD)	Sum to be loaned \$	Annual rate to be imposed \$
Steven Dobbs	Shelley Dobbs	0	Lot:	N1/2 Pt Lot 17	Con:	10		2021-Jan-01	\$ 21,300.00	\$ 2,893.99
-	-									
30 Brookview Road	Lindsay	ONT	Roll #:	1651	006	003	15101			
0	0	0	Lot:		Con:					
-	-									
			Roll #:							
0	0	0	Lot:		Con:					
-	-									
			Roll #:							
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			Roll #:							
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-	-									
			Roll #:							
0	0	0	Lot:		Con:					
-	-									
			Roll #:							
* If property is owned in partnership, all partners must be listed. If property is owned by a corporation, list the corporation's name and the name and corporate position of the authorized officer in the last blank space provided. Only the owner(s) of the property may apply for a loan.									TOTAL *	
									\$ 21,300.00	\$ 2,893.99

TILE DRAINAGE DEBENTURE

Tile Drainage Act, R.S.O. 1990, c. T.8, subs. 2(1)

\$21,300.00

No. 2021-01

The Corporation of the _____ City _____ of _____ Kawartha Lakes _____ hereby promises to pay to the Minister of Finance, the principal sum of _____ \$21,300.00 _____ of lawful money of Canada, together with interest thereon at the rate of _____ 6 _____ per cent per annum in ten equal instalments of _____ \$2,893.99 _____ on the 1st day of _____ January _____, in the years _____ 2022 _____ to _____ 2031 _____, both inclusive.

The right is reserved to The Corporation of the _____ City _____ of _____ Kawartha Lakes _____ to prepay this debenture in whole or in part at any time or times on payment, at the place where and in the money in which this debenture is expressed to be payable, of the whole or any amount of principal and interest owing at the time of such prepayment.

This debenture, or any interest therein, is not, after a Certificate of Ownership has been endorsed thereon by the Treasurer of this Corporation, or by such other person authorized by by-law of this Corporation to endorse such Certificate of Ownership, transferable.

Dated at the _____ City _____ of _____ Kawartha Lakes _____ in the Province of Ontario, this 1st day of _____ January, 2021 _____, under the authority of By-law No. _____ 2006-184 _____ of the Corporation entitled "A by-law to raise money to aid in the construction of drainage works under the *Tile Drainage Act*."

Corporate Seal

Andy Letham

Name of Head of Council

Signature

Carolyn Daynes

Name of Treasurer

Signature

OFFER TO SELL

Tile Drainage Act, R.S.O. 1990, c. T.8, subs. 5(8)

TO THE MINISTER OF FINANCE

The Corporation of City of Kawartha Lakes
hereby offers to sell Debenture No. 2021-01 in the principal amount of \$21,300.00
to the Minister of Finance as authorized by Borrowing By-law No. 2006-184 of the Corporation.

The principal amount of this debenture is the aggregate of individual loans applied for and each loan is not more than 75 per cent of the cost of the drainage work constructed.

An inspector of drainage, employed by the Corporation, has inspected each drainage work for which the Corporation will lend the proceeds of this debenture and each has been completed in accordance with the terms of the loan approval given by council.

A copy of the Inspection and Completion Certificate for each drainage work, for which the Corporation lend the proceeds of this debenture, is attached hereto.

January 01, 2021

Date

Carolyn Daynes

Name of Treasurer

Corporate Seal

Signature of Treasurer

The Corporation of the City of Kawartha Lakes

By-Law 2020-

A By-law to Regulate the Activity on Municipal Right-of-Ways in the City of Kawartha Lakes

Recitals

1. Section 11(2)(4) of the Municipal Act, 2001, provides that a municipality may pass by-laws respecting public assets of the municipality acquired for the purpose of exercising its authority under the Municipal Act, 2001.
2. Section 118, of the Municipal Act, 2001, provides that a municipality may, regulate the excavating, construction and use of trenches and may by by-law prohibit same unless a Road Occupancy and/or Road Closure Permit is obtained from the municipality which may also impose conditions with respect to the permit, including requiring the submission of plans
3. Section 425(1) of the Municipal Act, 2001, provides that a municipality may pass by-laws providing that a person who contravenes a by-law of a municipality is guilty of an offence.
4. Section 426(1) of the Municipal Act, 2001 provides that no person shall hinder or obstruct, or attempt to hinder or obstruct, any person who is exercising a power or performing a duty under a by-law passed under the Municipal Act, 2001.
5. Section 429 of the Municipal Act, 2001 provides that a municipality may establish a system of fines.
6. Section 446 of the Municipal Act, 2001 provides that a municipality may proceed to do things at a person's expense which that person is otherwise required to do under a by-law or otherwise but has failed to do.
7. Section 446 of the Municipal Act, 2001 provides that the costs incurred by a municipality in doing a thing or matter under section 446 may be recovered by adding the costs to the tax roll and collecting them in the same manner as taxes.
8. A by-law will enable Staff to better manage risks, liabilities and conflict related to activity within the municipal right of ways.

Accordingly, the Council of the Corporation of the City of Kawartha Lakes enacts this By-law 2020- .

Section 1.00: Definitions and Interpretation

1.01 Definitions: In this by-law,

“Activity” means the temporary occupancy of a right-of-way for any purpose outside its normal intended use by the City, Utility Company, or person(s);

“Applicant” means any person who applies for a Road Occupancy and/or Road Closure Permit;

“Boulevard” means all parts of a right of way except any roadway, shoulder or sidewalk;

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

“City of Kawartha Lakes Standards” means The City of Kawartha Lakes Standards, as amended from time to time, and are intended as guidelines for land development and City projects to aid in providing uniform designs throughout the Municipality and are to be used in conjunction with Ontario Provincial Standard Drawings (O.P.S.D.) and Ontario Provincial Standard Specifications (O.P.S.S.);

“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;

“Construct and or Construction” includes the erection, alteration, repair, dismantling, demolition, structural maintenance, land clearing, earth moving, grading, excavating, the laying of pipe and conduit whether above or below ground level, street and highway building, application of concrete, equipment installation and the alteration and the structural installation of construction components and materials in any form or for any purpose;

“Construction Equipment” means any equipment, tool or device designed or capable of use in construction or material handling, including but not limited to pile drivers, bulldozers, tractors, excavators, trenchers, cranes, derricks, loaders, scrapers, pavers, generators, off highway haulers or trucks, ditchers, compactors and rollers, pumps, concrete mixers and graders;

“Contractor” means a person who does work;

“Council” or “City Council” means the municipal council for the City;

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

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

“Emergency Work” means work undertaken for the immediate health, safety or welfare of the inhabitants of the City or for the preservation, protection or

restoration of property. The Director of Public Works shall be responsible for determining if work is deemed to be emergency as defined in this By-Law;

“Highway” includes a common and public highway (as defined at section 26 in the Municipal Act, 2001), street, avenue, parkway, laneway, driveway, square, place, bridge, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof;

“Inspector” means a Municipal Law Enforcement Officer, Provincial Offences Officer, Police Officer, Engineering Inspector or any other City staff delegated to enforce the By-law;

“Municipal Consent or Consent” means the written consent of the Engineering Department, with or without conditions, for access to and use of the Municipality's Rights-of-Way, subject to the obtaining of a Road Occupancy and/or Road Closure Permit as applicable;

“Municipal Law Enforcement Officer” means a person appointed by Council under Section 15 of the Police Services Act to enforce municipal by-laws;

“Obstruction” includes, but is not limited to any item, materials, equipment; construction vehicle, disposal or storage bin, etc. which has been placed on a city right of way;

“O.P.S.S.” means Ontario Provincial Standard Specifications, as amended;

“Order” means an Order to Comply issued in relation to the provisions of this By-law

“Owner” means any person, business, agency, corporation or organization which conducts an activity which would require municipal awareness and approval of the activity by the issuance of a permit;

“Person” includes a corporation and the heirs, executors, administrators or other legal representatives of a person to whom the context can apply according to law;

“Right of Way” means municipal property designated as Highways, Roadways, Lanes, Pathways and Walkways and includes features therein such as curbs, shoulders, boulevards, and drainage ditches;

“Roadway” means the part of a right of way that is improved, designed or ordinarily used for vehicular traffic, but does not include the curb, shoulder or boulevard;

“Road Closure” means preventing vehicle movement within a Highway which causes the need for a detour;

“Road Closure Permit” means written authorization issued by the City to undertake a Road Closure;

“Road Cut” means a surface or subsurface cut in any part of a right of way made by any means, including but not limited to any excavation, reconstruction, cutting, saw cutting, overlaying, crack sealing, breaking, boring, directional drilling, jacking or tunneling operations;

“Road Occupancy” means activity conducted within a municipal right of way without causing detour of traffic;

“Road Occupancy Permit” means written authorization issued by the City to undertake work as defined by Road Occupancy within a Right of Way;

“Settlement or Settled” means any sinking of the surface of a road cut in relation to the grade of the adjacent undisturbed right of way;

“Shoulder” means that part of a right of way immediately adjacent to the travelled portion of the roadway and having a surface that has been improved with asphalt, concrete or gravel for the use of vehicles;

“Sidewalk” means all parts of a right of way set aside for the use of pedestrians;

“Temporary Service Drops” means any infrastructure established to provide service to a customer until the permanent infrastructure is repaired or replaced.

“Traffic Control Plan” refers to a document outlining the particulars of vehicular and pedestrian traffic management required for any work conducted in a right of way.

“Utility or Utilities” means any structure(s) above or below ground which exists on a right of way used for the supply of public and private services includes, but not limited to electricity, natural gas, telephone, television and internet communication as well as water, sanitary and storm sewer use;

“Utility Company” means any company with the authority to construct within a Right of Way pursuant to provincial or federal legislation, By-law, franchise agreements or municipal access agreement;

Vehicle” means a motor vehicle, as per subsection 1.1 of the Highway Traffic Act;

“Warranty” means a guarantee by the Applicant to correct any deficiencies in relation to a Road Occupancy and/or Road Closure Permit for a period of 2 years after completion of the work; and

“Work of Major Nature or Duration” means any work that requires a road cut or that extends for a period of time greater than 12 hours.

- 1.02 **Interpretation Rules:** The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.
- 1.03 **Statutes:** References to laws in this by-law are meant to refer to the statutes, as amended from time to time, that are applicable within the Province of Ontario.
- 1.04 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

This by-law shall not exempt any person from the requirement to comply with any other City by-law. In the event of conflict between the provisions of this by-law and of any other City by-law, the more restrictive provisions shall apply.

Section 2.00: Restrictions

2.01 General Restrictions

No person shall:

- a) Construct, cause or permit construction within a right of way without a Road Occupancy and/or Road Closure Permit as required herein;
- b) Conduct any activity within a right-of-way without a Road Occupancy and/or a Road Closure Permit;
- c) Close or obstruct a highway or portion of a highway to traffic unless authorized to do so by the City;
- d) Fail to comply with any order issued pursuant to the provisions of this By-law;
- e) Conduct any activity on a right of way except in compliance with all conditions imposed by the City upon issuance of a Road Occupancy and/or a Road Closure Permit;
- f) Construct or conduct any activity on a right of way without a Road Occupancy and/or a Road Closure Permit on site and available for inspection.

Section 3.00: Permit Applications

3.01 Road Occupancy Permit Application

An applicant for a Road Occupancy Permit shall:

- a) Complete the prescribed application form and file it with the City not less than five (5) working days in advance of construction;

- b) Attach any documents required on the application form such as a Traffic Control Plan in compliance with the Ontario Traffic Manual;
- c) Provide proof of insurance which includes coverage which identifies the City as an additional insured and an endorsement to provide the City with 30 days notification of cancellation; and
- d) Provide an emergency contact individual details including a telephone number.

3.02 Road Closure Permit Application

An applicant for a Road Closure Permit shall:

- a) Complete the prescribed application form and file it with the City not less than fifteen (15) working days in advance of construction;
- b) Attach any documents required on the application form such as a Traffic Control Plan in compliance with the Ontario Traffic Manual;
- c) Provide proof of insurance which includes coverage which identifies the City as an additional insured and an endorsement to provide the City with 30 days notification of cancellation; and
- d) Provide an emergency contact individual details including a telephone number.

3.03 For applications requesting multiple road cuts, the City reserves the right to issue a single Road Occupancy and/or Road Closure Permit or request multiple Road Occupancy and/or Road Closure Permits for the works.

3.04 The Road Occupancy and/or Road Closure Permit shall become void if the work authorized by the permit is not commenced within sixty (60) calendar days of the date of issue.

3.05 Application for Extension of Existing Permit

- a) An existing Road Occupancy and/or Road Closure Permit may be extended, subject to the submission of a written request outlining any revised information and payment of the applicable fee.
- b) The City, at its discretion, may refuse to extend, or place conditions on the extension of a Road Occupancy and/or Road Closure Permit.

Section 4.00: Work Exempt from a Road Occupancy and/or Road Closure Permit

4.01 Exemptions include:

- a) Activities performed by the City's Public Works Division related to maintenance of the Right of Way which does not require a road closure;

- b) Activity or construction of less than 15 min in duration which does not cause any disruption to traffic flows, does not alter the Right of Way in any manner and does not alter any existing utilities.
- c) Work conducted on unassumed roads as part of an approved subdivision, site plan, Land Division, or Draft Plan Application prior to the subdivision being assumed by the City.
- d) Work or activity conducted in consent with Sections 41, 51, or 53 of the Planning Act and in accordance with the provision of such approval.

4.02 Emergency Work

- a) Emergency Work may be carried out prior to application for a Road Occupancy and/or Road Closure Permit, provided application is made on the same day the work is commenced.
- b) Emergency work performed by or under the direction of the Public Works Department is exempt from the permitting process.

Section 5.00: Permit Application Refusal

5.01 The City may refuse to grant a Road Occupancy and/or Road Closure Permit to any Applicant for the following:

- a) Previous violations of conditions of a Road Occupancy and/or a Road Closure Permit, or of any provisions of this By-law;
- b) Where roadway construction, reconstruction or resurfacing has occurred within the previous three years of the proposed road cut;
- c) A previously issued Road Occupancy and/or Road Closure Permit is active in the area proposed by the applicant and the granting of a secondary Road Occupancy and/or Road Closure Permit would create a construction conflict, or
- d) Any other reason the City may determine appropriate.

Where a Road Occupancy and/or Road Closure Permit has been refused, the City shall notify the Applicant in writing of the reason for the refusal.

Section 6.00: Permit Conditions

6.01 General Requirements

Every person who conducts, causes or permits any construction activity and/or temporary storage of materials on a right of way shall comply with the Road Occupancy and/or Road Closure Permit conditions below:

6.02 Notice Requirements for Road Closure

- a) Notify, in writing, residents and businesses impacted by work of major nature or duration as determined and directed to do so by the City, at least ten (10) working days prior to commencement of work with the following information:

- i. Description and rationale for the work;
- ii. The start date;
- iii. Duration of the closure;
- iv. Access restrictions and service interruptions;
- v. 24 hour, 7 day per week contractor contact information.

6.03 Locates

Locates shall be acquired in accordance with the Ontario Underground Infrastructure Notification System Act, 2012, S.O. 2012, c. 4, as amended. Damage to infrastructure shall be the sole responsibility of the Applicant.

6.04 Warning Devices, Barricades and Traffic Signs

- a) The Applicant shall supply, erect and maintain the required warning devices, barricades, and information and traffic signs, in accordance with the Occupational Health and Safety Act, R.S.O. 1990, chap. 0.1. as amended, and any applicable provincial traffic regulations, including but not limited to the Ministry of Transportation's Ontario Traffic Manual, Book #7 (Temporary Conditions).
- b) If the Applicant fails to comply with subsection 6.02(a), the City may revoke the Road Occupancy and/or Road Closure Permit and issue a stop work order.
- c) Work may only re-commence upon inspection and compliance with the Traffic Control Plan.

6.05 Contact

- a) The Applicant shall be responsible to provide 24 hour per day, 7 day per week response during the period for which the activity occurs.

6.06 Indemnification

- a) The Applicant shall indemnify the City from all causes of action, loss, costs or damages arising from the execution, non-execution or imperfect execution of any work authorized by this By-law whether with or without negligence on the part of the Applicant or the officers, agents, servants or workers of the Applicant.

6.07 Snow Removal and De-Icing

- a) Where the Road Occupancy and/or Road Closure Permit activity impedes snow removal and de-icing by the City, the Applicant shall be responsible for providing ice and snow removal services within the

limits of the work site. Such areas shall be cleared of ice and snow to the satisfaction of the City.

- b) Should the Applicant fail to complete the required snow removal services and de-icing within the requirements outlined in City Policy (C 124 EPW 010 and/or C 125 EPW 001, as amended), the City, without any notice to the Applicant, may arrange for the snow and ice to be removed by others. All costs incurred by such removal shall be at the sole expense of the Applicant.

6.08 Location and Times of Construction

- a) Construction may only take place within the location limits and times as specified on the Road Occupancy and/or Road Closure Permit. Work must comply with all Municipal By-Laws such as the noise regulation By-Law. Additional restrictions may apply and work may be prohibited at specific times and dates in order to coordinate with or avoid other work or Special Events in the area.
- b) The Road Occupancy and/or Road Closure Permit site shall be adequately protected and secured at all times.

6.09 Site Conditions

- a) The Applicant is responsible for maintaining the work site and keeping the surrounding area free of dust, mud and other debris. The Applicant shall clean the road and sidewalks as required to the satisfaction of the City.
- b) Prior to the start of any construction activity, filter cloth shall be placed between the frames and covers of all catch basins within the immediate area to prevent the entry of construction dirt and debris.
- c) The Road Occupancy and/or Road Closure Permit site is to be kept in a tidy condition satisfactory to the City. Upon completion of the work, the Applicant shall remove all surplus materials as well as any rubbish accumulated, make good any defects or damage and shall leave the site in a condition satisfactory to the City.

6.10 Road Occupancy and/or Road Closure Permit Transferability

- a) A Road Occupancy and/or Road Closure Permit is not transferable.

6.11 Public Transit Accommodation

- a) The Applicant shall coordinate all staging with municipal transit services and all private bus operators that operate within the work area. Special attention shall be given to loading and unloading areas for disabled persons and school buses.
- b) The Applicant shall maintain access to all existing bus stops within the work area. Where it is not practical to maintain access, the Applicant will be responsible for relocation and reinstatement of the bus stops, under the direction of the transit authority.
- c) When the proposed works involve the removal or the replacement of a utility pole that is being used for City of Kawartha Lakes signage

including but not limited to Bus Stop Signs, Parking Signs, and Public Information Signs, the Applicant shall arrange for the removal and replacement of City owned signage.

6.12 Responsibility for Claims and Maintenance

- a) City Staff will assess the condition of repairs.
- b) The cost of all damage repairs pursuant to applicable sections of this By-Law, shall be at the expense of the Applicant and the costs incurred by the City shall be paid by the Applicant forthwith.

6.13 Entrances

- a) City Staff will assess the condition of repairs.
- b) If any gravel, asphalt, concrete, interlocking, or other surfacing material from a driveway located within the boulevard is removed or damaged in the course of work undertaken with a Road Occupancy and/or Road Closure Permit, it shall be replaced as nearly to the original condition as it was installed.

6.14 Ground Cover Material and Vegetation

- a) City Staff will assess the condition of repairs.
- b) If any ground covering material and vegetation including sod and shrubbery located within the boulevard is removed or damaged in the course of the work undertaken with a Road Occupancy and/or Road Closure Permit, it shall be replaced as nearly to the original condition as it was installed, unless otherwise directed by the City.

6.15 Posting of Road Occupancy and/or Road Closure Permit

- a) No Person shall work on a right of way without a Road Occupancy and/or Road Closure Permit on-site and available for inspection.

6.16 Street Lighting

- a) Should the work involve the removal/replacement of utility poles having City owned luminaires (street lights) attached to them, these street lights shall be, at the applicant's sole expense, moved to, and mounted on the new utility pole. The luminaire will be connected to power by a qualified electrician and set at an elevation and location that is acceptable to the City. Any coordination with relevant utilities (e.g. Hydro One) is the applicant's responsibility

Section 7.00: Construction Conditions

7.01 General Road Occupancy and/or Road Closure Requirements

- a) The Applicant shall open a road cut in such a manner as to do the least possible damage to the right of way and to any utility or municipal service.

- b) The work shall proceed expeditiously and no Applicant shall allow a road cut to remain open for more than twenty-four (24) hours unless the work is actively in progress.
- c) The site shall be kept clean and safe, and sources of dust and mud controlled at all times until the final reinstatement has been completed. All dust and mud nuisance that is tracked from the site shall be promptly cleaned.
- d) The Applicant and contractor shall comply with and be bound by the provisions of the Ministry of Transportation's Ontario Traffic Manual, Book 7 (Temporary Conditions).

7.02 Excavated Materials and Road Cut Methods

- a) No Applicant shall place, cause or permit the placement of material or equipment in a location where, it will cause damage to the infrastructure it is placed on and/or create a traffic or safety hazard.
- b) Except as permitted by the City, where multiple road cuts are required with a separation distance of equal to or less than thirty (30) metres it shall be required that the Applicant reinstate the road cuts and resurface the right of way for the entire distance between the outer edges of each road cut.
- c) Where a road cut is made in any concrete surface, the Applicant shall break out and remove all concrete to the nearest expansion or contraction joint, using a concrete saw if necessary, to provide a clean vertical surface on all sides of the road cut; or as specified by the City.
- d) Where a road cut is made in asphalt pavement, the asphalt shall be cut with a mechanical cut device to produce a rectangular opening with edges which are vertically straight which is large enough to accommodate the proposed works without undermining the adjacent asphalt pavement.
- e) Where boring, directional drilling, jacking or tunneling is used for any subsurface road cut and if a cave-in, settlement or heaving results there from, the surface in the affected area shall be removed and reinstated by the Applicant in accordance with this By-law to the satisfaction of the City. Video inspection records shall be provided to the City upon request from a designated administrator of this By-Law.
- f) Where applicable, all works shall be completed to City Standards and Ontario Provincial Standards. City Standards shall take precedence over Ontario Provincial Standards unless otherwise directed by the City.

7.03 Reinstatement and Backfill Requirements

- a) The Applicant shall be responsible for:
 - i. The permanent restoration of a road cut subject to the provisions of this By-law; and
 - ii. The temporary restoration of every road cut that is not in a condition to be permanently restored by November 15th and is

responsible for the permanent restoration prior to May 1st of the following year.

- b) All reinstatements shall be done to current City Standards and O.P.S.S. standards. City Standards shall take precedence over Ontario Provincial Standards unless otherwise directed by the City.
- c) Temporary surfacing of a roadway with asphalt, concrete, or other surface material, the treated surface shall meet the following requirements:
 - i. The road cut shall be temporarily reinstated immediately after backfilling is completed;
 - ii. The reinstatement shall be to the same level as the adjacent surface; and
 - iii. Prior to the right- of- way being opened to traffic, the top seventy-five (75 mm) millimetres of the road cut shall be surfaced with hot mix asphalt, concrete, or, if hot mix asphalt is unavailable, with emulsified cold mix asphaltic material, all hand-tamped or rolled to a smooth, flat condition using industry standard practices and standard tamping or rolling equipment.

7.04 Contaminated Materials

- a) If contaminated material is found when excavating, the Applicant shall immediately notify the City and the Ontario Ministry of the Environment and comply with all applicable environmental, health and safety requirements. Contaminated material must not be used as backfill and must be disposed of in accordance with all legislative requirements.

7.05 Testing

- a) The City may at any time require an Applicant to provide, at their expense, such information, testing, and or certification as The City deems necessary to satisfy itself that the work as authorized is in accordance with this By-law.
- b) All testing required shall be completed in accordance with O.P.S.S.

7.06 Reporting Damage / Impact to Existing Utilities

- a) Any impact on existing utilities including, but not limited to, the protective coating, support, cathodic protection or the housing of the utilities, shall be reported to the City and applicable Utility Company immediately.
- b) The utilities shall remain exposed, with the excavation properly supported, until the utilities owner has assessed the damage and made a repair or authorized the Applicant to proceed.

7.07 Completion of Work

- a) Upon completion of the temporary surfacing or permanent reinstatement of the road cut, all excess material shall be removed

from the area of the road cut and the area shall be left in a safe, neat and clean condition to the satisfaction of the City.

Section 8.00: Cut Failure, Restoration and Warranties

8.01 Completion of Work

- a) For temporary reinstatement of the right of way, the Applicant is responsible for the repairs necessary to correct any road cut under the Ontario Minimum Maintenance Standards for Municipal Right of way, O.P.S.S. and City Standards as applicable.
- b) The applicant shall restore all parts of the right of way to be in compliance with the provisions of this by-law, including boulevards, driveways, ground cover and trees:
 - i. The repairs necessary to correct any settlement or surface deterioration for a warranty period of two years following the date of acceptance by the City of final reinstatement of the right of way, or being the last time the applicant repaired the road cut; and
 - ii. Any costs incurred by the City for any temporary and permanent surface repairs resulting from improper backfilling or compaction of the right of way or deficient materials shall be borne by the Applicant.
- c) If the Applicant has not done the work referred to in section 8.01(2)(a) hereof within twenty-four (24) hours notification, the City may order the work to be done at the Applicant's expense.
- d) Where an applicant fails to restore the right of way, including boulevards, driveways, ground cover or trees, an Inspector may issue an Order to Comply requiring the work to be done.

8.02 Emergency Repairs

- a) If the City is of the opinion that a road cut reinstatement or lack of reinstatement, has created an emergency situation which can cause damage to vehicles or endanger the public, the City may protect the area and make immediate repairs;
- b) All work done by the City pursuant to subsection 8.02(1) shall be at the expense of the Applicant and the costs of the City shall be paid by the Applicant.
- c) Where emergency repairs must be completed in relation to activities completed without a permit, the contractor and/or person who caused the road cut or damage shall be responsible for the costs incurred by the City as referred to in section 8.02(1).

Section 9.00: Roadway Obstructions

- 9.01 No person shall place or cause to be placed any obstructions including, but not limited to, construction material, landscaping material, disposal or

storage bins, construction vehicles or equipment on a right of way without obtaining a Road Occupancy and/or Road Closure Permit.

- 9.02 Where a roadway obstruction has been authorized by the City, the Applicant shall place traffic cones at each of the two roadside corners of the obstruction to delineate a potential traffic hazard.
- 9.03 No property owners shall obstruct, cause or permit the obstruction of any right of way in relation to work being done on their property without obtaining a Road Occupancy and/or Road Closure Permit.
- 9.04 A Road Occupancy and/or Road Closure Permit issued in relation to an obstruction must be posted on the adjacent property or boulevard so that it is visible from the street.

Section 10.00: Enforcement

- 10.01 This By-Law may be enforced by Municipal Law Enforcement Officers, Police, Director of Public Works or any other person designated.
- 10.02 No person shall hinder, or obstruct or attempt to hinder or obstruct, any person exercising a power or performing a duty or from conducting an inspection or a person performing corrective work under this By-law.
- 10.03 Any landscape or construction material removed from the right of way by the City may be treated as refuse by the City or become property of the City, which can be disposed of in any manner or used for any City purpose.
- 10.04 Any obstruction removed by the City may, at the discretion of the Director or Inspector, be stored at a City facility for thirty (30) days at the owner's expense
- 10.05 Any obstruction stored per section 10.4 shall only be released to the owner or applicant after the City has been paid the applicable fees for removal and storage of the obstruction. Any obstruction stored per section 10.4 for more than thirty (30) days and for which no owner or applicant has claimed and paid the applicable fees may be disposed of by the City in any manner it deems appropriate. An Inspector may:
 - a) require the production of documents or things relevant to the inspection;
 - b) inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
 - c) require information from any person concerning a matter related to the inspection; and

- d) alone or in conjunction with a person possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purpose of the inspection.

10.06 Order to Comply

- a) Where an Inspector is satisfied that there has been a contravention of any provision of this by-law, the Inspector may issue an order requiring the applicant, contractor, or owner of the property abutting the right of way on which the contravention has occurred, to stop work or do work to correct the contravention.
- b) An order shall set out:
 - i. Reasonable particulars of the contravention;
 - ii. The location of the contravention;
 - iii. The general nature of the work required to be done to restore the right of way, correct the contravention and/or stop work and obtain a permit; and
 - iv. The date by which the work must be done.
- c) An order issued to stop work may be issued for construction that is not in compliance with the conditions of a Permit, or where construction is taking place without a Permit.
- d) An order to stop work may require temporary restoration of the right of way and removal of all equipment and materials until compliance with the by-law.

10.07 Stop Work Order

- a) The City may issue a stop work order for construction that is not in accordance with the conditions of a Road Occupancy and/or Road Closure Permit or where construction is taking place without a required Permit:
 - i. A stop work order may require temporary restoration and removal of all equipment and materials off site until compliance with the bylaw is met.
 - ii. A stop work order shall be lifted once the City determines that all contraventions of this By-law have been rectified.

10.08 Remedial Action

- a) Where activity is completed without a permit, the Inspector shall investigate said activity and determine the violation.
- b) Where an order has been issued and compliance has not been achieved by the compliance date on the order, the City may cause the work set out in the order to be done.
- c) The City may recover the costs of doing any work undertaken pursuant to subsection (a) and (b), together with an administration charge equal to 25% of such costs, from the applicant, contractor or owner, by adding the cost to the property tax roll and collecting them in the same manner as property taxes, or by whatever other means available to the

municipality based on the person responsible. Any obstruction found on a roadway or right of way without a permit may be removed by the City without notice if it is deemed to be an immediate hazard.

- d) The Contractor or Person who cause the work to be performed will be required to apply for a permit. Any costs incurred by the City including but not limited to (Staff time, investigation time, PW approval, patrol and orders) will be charged to the Contractor or Person who caused the work and collected per means available within this By-Law.

10.10 Permit Revocation

- a) The Director may revoke a permit for any of the following reasons:
 - i. a violation of any condition of the Road Occupancy and/or Road Closure Permit or of any provision of this By-law;
 - ii. a violation of any provision of any other law relating to the work;
 - iii. the existence of any condition or the doing of any act constituting or creating a nuisance or endangering the lives or properties of others;
 - iv. where the Road Occupancy and/or Road Closure Permit has been issued on mistaken, false or misleading information;
 - v. where the work is not carried out in a diligent and workmanlike manner; or
 - vi. it was issued in error.

10.11 Non-Compliant Installations

- a) Where utilities are found to be constructed without a valid Road Occupancy and/or Road Closure Permit and/or in a location other than that approved by the City, the Utilities Company may be required to, at its own expense, immediately remove the utilities and/or relocate work in compliance with the approved design and restore the site to the satisfaction of the City.

10.12 Service of Order or Notice

- a) The service of all Orders or Notices from the City may be:
 - i. Served personally upon the applicant, contractor or owner;
 - ii. Same as listed
 - iii. Mailed by registered mail to the last known address of the applicant, contractor or owner.
- b) If served by registered mail, an Order shall be deemed to have been served on the fifth day after mailing

Section 11.00: Penalty and Offence

- 11.01 Offence and Penalty: It is an offence for a person to contravene any provision of this by-law, and every person who contravenes this by-law is guilty of an offence and, on conviction, is liable to a fine in accordance

with the provisions of the Provincial Offences Act, R.S.O. 1990, Chapter P.33, as amended and to any other applicable penalty.

- 11.02 Offences: Any person who contravenes any provision of this by-law is guilty of an offence, and upon conviction, is liable to a maximum fine of not more than \$100,000.00, as provided for by Section 429 of the Municipal Act, 2001, S.O.2001, c.25 as amended.
- 11.03 Corporation: A director or officer of a corporation who knowingly concurs in the violation or contravention by the corporation of any provision of this by-law is guilty of an offence and upon conviction, is liable to a maximum fine of not more than \$100,000.00, as provided for by Section 429 of the Municipal Act, 2001, S.O.2001, c.25, as amended.
- 11.04 Multiple Offences: The conviction of a person for the contravention or breach of any provision of this by-law shall not operate as a bar to the prosecution against the same person for any subsequent or continued breach or contravention of any provision of this by-law. Each day that the offence continues shall be deemed a separate and distinct offence.
- 11.05 Court Order: 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.

Section 12.00: Administration and Effective Date

- 12.01 **Administration of the By-law:** The Director of Public Works and the Director of Engineering and Corporate Assets are responsible for the administration of this by-law.
- 12.02 **Effective Date:** This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this [redacted] day of [redacted], 202[redacted].

Andy Letham, Mayor

Cathie Ritchie, City Clerk

The Corporation of the City of Kawartha Lakes

By-Law 2020-

A By-law to Amend By-law 2005-328 being A By-law to Establish Speed Limits

Recitals

1. Council adopted Resolution CR2020- on directing amendments to By-law Number 2005-328 the Speed Limit By-law.
2. An amendment is required to change speed limits on Highways.
3. These changes require an amendment to the original by-law.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2020- .

Section 1.00: Definitions and Interpretation

Definitions:

All defined terms in the amending By-law take their meaning from By-law 2005-328 of the City of Kawartha Lakes.

Section 2.00: Amendment Details

- 2.01 **Schedule C:** That Schedule C to By-law Number 2005-328, Highways with a speed limit of 60 Kilometres per Hour, be amended by adding the following:

Road #	From	To
King's Wharf Road	Heights Road	Sturgeon Road
Scotch Line road	Beatty's Road	CKL Road 36

- 2.02 **Schedule C:** That Schedule C to By-law Number 2005-328, Highways with a speed limit of 60 Kilometres per Hour, be deleting the following:

Road #	From	To
8 (Argyle)	The west limit of Cty. Rd. #46	a point 213m westerly
8 (Argyle)	The east limit of Cty. Rd. #46	a point 254m easterly
46	A point 100 m north of the intersection of Cty. Rd. #8 and #46	A point 130 m south of the intersection of Cty. Rd. #8 and #46

- 2.03 **Schedule D:** That Schedule D to By-law Number 2005-328, Highways with a speed limit of 50 Kilometres per Hour, be amended by adding the following:

Road #	From	To
Yelverton Road	Highway 7a	A point 500m southerly
CKL Road 8 (Glenarm Road, Argyle)	A point 300m west of CKL Road 46	A point 350m east of CKL Road 46
CKL Road 46 (Argyle)	A point 300m north of CKL Road 8 (Glenarm Road)	A point 350m south of CKL Road 8 (Glenarm Road)

Section 3.00: Administration and Effective Date

- 3.01 **Administration of the By-law:** The Director of Engineering and Corporate Assets is responsible for the administration of this by-law. The Director of Public Works is responsible for the installation and maintenance of signs authorized by 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 24 day of April, 2018.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

The Corporation of the City of Kawartha Lakes

By-Law 2020-

A By-law to Provide for the Erection of Stop Signs in the City of Kawartha Lakes (Sanderling Court)

Recitals

1. The Engineering and Corporate Assets Department has recommended that stop controls be implemented at various intersections in Lindsay
2. Council adopted Resolution Number CR2020-000 approving of the Traffic Control in this area.
3. The Municipal Act, 2001, S.O. 2001, c. 25 authorizes municipal councils to pass by-laws respecting traffic on highways under the jurisdiction, in conjunction with the provisions and requirements of the Highways Traffic Act, R.S.O. 1990, c.H.8.
4. This by-law enacts the approved traffic control.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2020-__.

Section 1.00: Definitions and Interpretation

1.01 Definitions: In this by-law,

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

“City Clerk” means the person appointed by Council to carry out the duties of the clerk described in section 228 of the Municipal Act, 2001;

“Council” or “City Council” means the municipal council for the City;

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

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

1.02 Interpretation Rules:

- (a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.
- (b) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

(c) Except as otherwise provided in section 1.01, the words and terms used in this by-law have the same meaning as the words and terms used in the Highway Traffic Act, R.S.O. 1990, c.H.8.

- 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: Regulate Traffic

- 2.01 **Stop Control:** Stop sign shall be erected at the north-west corner of the east intersection of Sanderling Court and Pickerel Point Road in the Geographic Township of Fenelon.
- 2.02 **Stop Control:** Stop sign shall be erected at the north-west corner of the west intersection of Sanderling Court and Pickerel Point Road in the Geographic Township of Fenelon.

Section 3.00: Enforcement, Offence and Penalties

- 3.01 **Enforcement:** This by-law may be enforced by every police officer.
- 3.02 **Obstruction:** No person shall hinder or obstruct, or attempt to hinder or obstruct, any person exercising a power or performing a duty under this by-law.
- 3.03 **Offence and Penalty:** It is an offence for a person to contravene any provision of this by-law, and every person who contravenes this by-law is guilty of an offence and, on conviction, is liable to a fine in accordance with the provisions of the Provincial Offences Act, R.S.O. 1990, Chapter P. 33, as amended and the Highway Traffic Act, R.S.O. 1990, c.H.8 and any other applicable penalty.

Section 4.00: Administration and Effective Date

- 4.01 **Administration of the By-law:** The Director of Engineering and Corporate Assets is responsible for the administration of this by-law. The Director of Public Works is responsible for the installation and maintenance of any traffic control signal systems, other traffic control signals, and signs authorized by this by-law.
- 4.02 **New Traffic Control Signals:** In accordance with the requirements of subsection 144(31) of the Highway Traffic Act, R.S.O. 1990, c.H.8., the Director of Engineering and Corporate Assets is designated by Council as the person whose approval is required prior to the erection or installation of any new traffic control signal system or traffic control signals used in

conjunction with a traffic control signal system that has been authorized by this by-law.

- 4.03 **Effective Date:** This By-law shall come into force on the date it is finally passed, and after properly worded signs have been erected.

By-law read a first, second and third time, and finally passed, this ____ day of December, 2020.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

The Corporation of the City of Kawartha Lakes

By-law 2020-XXX

A By-law to Regulate Charitable Road Tolls in the City Of Kawartha Lakes

Recitals

1. The Safe Streets Act, 1999, S.O. 1999, Chapter 8 and the Highway Traffic Act, R.S.O. 1990 Chapter H.8 authorizes the municipality to pass a by-law to allow certain activities to be conducted.
2. Council considers it advisable to authorize certain charitable road toll activities within the municipality.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2020-XXX

Section 1.00: Definitions and Interpretation

1.01 Definitions: In this by-law,

“aggressive manner” means a manner that is likely to cause a reasonable person to be concerned for his or her safety or security;

“charitable organization” means an organization registered under the Income Tax Act (Canada);

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

"City Clerk" means the person appointed by Council to carry out the duties of the clerk described in section 228 of the Municipal Act, 2001;

“Council” or “City Council” means the municipal council for the City;

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

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

“Licensing Enforcement Officer” means the Municipal Licensing Enforcement Officer employed by the City responsible for issuing, administration and approval of licenses in accordance with provincial legislation and City policies and procedures, or their delegate.

"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;

"Municipal Law Enforcement Officer" means a person appointed by Council as a Municipal Law Enforcement Officer for the City of Kawartha Lakes in accordance with section 15 of the Police Services Act to enforce the by-laws of the City;

"non-profit" is an adjective used to describe an applicant who meets one or more of the following requirements:

- (a) it is registered in Ontario as a non-profit corporation by the applicable Provincial or Federal authority or Ministry;
- (b) it is certified by an Accountant (to the satisfaction of the Clerk) as a Person that makes no profit and intends to make no profit in its day to day business operations;
- (c) it files no income tax return as a commercial or for profit business;
- (d) it is a minor sports association or organization; or
- (e) it is a Community Betterment Organization or Group that returns 100% of its net proceeds to the community for the community's benefit.

"Paramedic Chief" means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council;

"Police Officer" means a chief of police or other police officer in a police service which is responsible for enforcing the by-laws of the City;

"roadway" means the part of the highway that is improved, designed or ordinarily used for vehicular traffic, but does not include the shoulder, and, where a highway includes two or more separate roadways, the term "roadway" refers to any one roadway separately and not to all of the roadways collectively;

"solicit" means to request, in person, the immediate provision of money or another thing of value, regardless of whether consideration is offered or provided in return, using the spoken, written or printed word, a gesture or other means;

"vehicle" includes automobile, motorcycle, van, truck, trailer, bus, mobile home, traction engine, farm tractor, road-building machine, bicycle, motor-assisted bicycle, motorized snow vehicle, streetcar and any other vehicle

drawn, propelled or driven by any kind of power, including muscular power.

1.02 Interpretation Rules:

- (a) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.
- (b) The regulations established by this by-law respecting charitable road tolls apply throughout the City.
- (c) The regulations in this by-law and any approved toll road application are not intended to exempt the organizer from compliance to other City by-laws or provincial or federal laws and regulations.

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: Approved Charitable Road Toll Event

2.01 Application: A charitable organization, upon meeting the criteria outlined in Section 2.02, shall make a Municipal Events application (MEA) in the form prescribed by the City to hold the event. The MEA application shall be submitted a minimum of 14 days prior to the event. The MEA shall be circulated to collect comment or concerns. The approval process shall ensure there are no date and location conflicts between charitable organizations or events.

2.02 Criteria: A charitable road toll conducted by a charitable or non-profit organization shall be allowed within the City of Kawartha Lakes if the following criteria are met:

- a) The roadway where the event is conducted has a maximum speed of 50 kilometers per hour;
- b) the proceeds of the toll road are for charitable activities within the City;
- c) the road toll is conducted in a non-aggressive manner;
- d) the charitable organization provides the City with proof of general liability insurance to an amount approved by the City;

- e) Only one road toll event per charitable organization in a calendar year for their own organization and one sponsored road toll event where the proceeds are to be donated to an approved non-profit or charitable organization;
- f) the intersection where the event is conducted must have a marked pedestrian crossing with traffic control measures present;
- g) the road toll must not impede vehicle or pedestrian access to businesses;
- h) the road toll event must be completed no later than one hour before dusk;
- i) all persons participating in the road toll must be a minimum of 18 years of age;
- j) all persons participating in the road toll must be wearing high-visibility safety garments;
- k) The road toll shall not be permitted in the following location:
 - i. On any Provincial Highway
 - ii. On any bridge or within 25 metres of any bridge

2.03 **Signage Requirements:** The charitable organization conducting the road toll must post signs that meet the following criteria:

- a) signs must be posted 4 hours in advance of the road toll on all roads leading to the intersection at which the road toll is being conducted;
- b) signs must clearly indicate the organizations name and the time and date of the charitable road toll;
- c) signs must clearly indicate the charity that is being supported by charitable road tolls collection;
- d) signs must be a minimum of height of 71cm and a minimum width of 55cm;
- e) signs must not obstruct the sidewalk, traffic, or lines of sight for traffic;
- f) at the conclusion of the event all signs must be removed immediately event.

2.04 **Notification:** City staff upon receipt of a MEA to hold a road toll in accordance with the criteria set out in Section 2.01 shall provide a copy of the request to:

- a) The Fire Chief
- b) The Paramedic Chief
- c) The Director of Public Works
- d) Insurance Risk Management Coordinator
- e) The Manager of Municipal Law Enforcement; and
- f) The Police Service with jurisdiction

- 2.05 **Refusal of Application:** Upon consultation of any of the parties listed in Section 2.04, City staff may refuse an application.

Section 3.00: Administration and Effective Date

- 3.01 **Administration of the By-law:** The Manager of Municipal Law Enforcement and Licensing or his or her designate is responsible for the administration of this by-law.
- 3.02 Repeal: By-law 2015-199, a By-Law to Regulate Charitable Road Tolls in the City of Kawartha Lakes, is repealed.
- 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 XX day of XXX, 2020.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

The Corporation of the City of Kawartha Lakes

By-Law 2020 -

A By-Law To Deem Part of a Plan of Subdivision, Previously Registered for Lands Within Kawartha Lakes, Not To Be A Registered Plan of Subdivision In Accordance With The Planning Act PIN # 63168-0278 (LT), Described As Lot 16, Plan 224, Geographic Township Of Eldon, Now City Of Kawartha Lakes

File D30-2020-004, Report PLAN 2020-062, respecting 63 North Taylor Road – Ullah and Nutan.

Recitals:

1. Section 50(4) of the Planning Act, R.S.O. 1990, c.P.13 authorizes Council to deem any plan of subdivision, or part of a plan of subdivision, that has been registered for eight years or more, not to be a registered plan of subdivision for the purposes of Subsection 50(3) of the Planning Act, R.S.O. 1990, c.P.13.
2. Council has been requested to pass a Deeming By-law, by the owners of the land described in Section 1 of this By-law in order to fulfill a condition of minor variance required by the Committee of Adjustment in application D20-2020-006 to allow the land to consolidate with Part Lot 54, North of Portage Road.
3. A duplicate of this By-law shall be registered in the Land Registry Office in accordance with the Planning Act, R.S.O. 1990, c.P.13.
4. Notice of the passing of this By-law shall be mailed to the owner(s) of the land described in Section 1 of this By-law.
5. Council considers it appropriate to enact the requested By-law.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2020-__.

Section 1:00 Details

- 1.01 **Property Affected:** PIN # 63168-0278(LT). The Property affected by this By-law is described as Lot 16, Registered Plan 224, geographic Township of Eldon, City of Kawartha Lakes.
- 1.02 **Deeming Provision:** The Property is deemed not to be part of a Registered Plan of Subdivision of the purposes of Subsection 50(3) of the Planning Act, R.S.O. 1990, c.P.13.

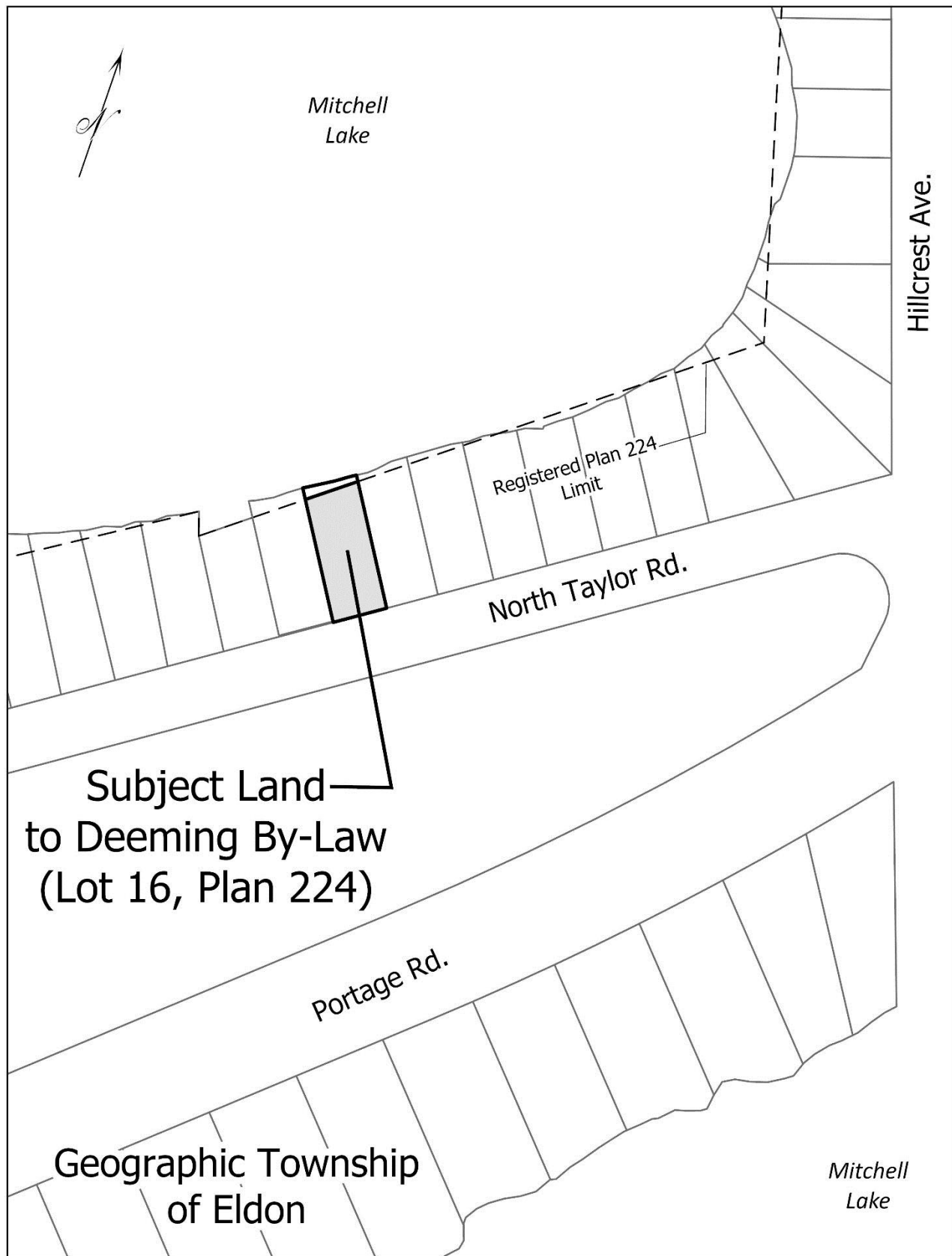
Section 2:00 General Terms

2.01 **Force and Effect:** This By-law shall come into force on the date it is finally passed, subject to the provisions of Sections 50(26), 50(28), and 50(29) 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 **, 2020.

Andy Letham, Mayor

Cathie Ritchie, Clerk



The Corporation of the City of Kawartha Lakes

By-Law 2020-

A By-law to Amend By-law 2012-019, Being a By-Law to Provide for the Administration and Enforcement of the Building Code Act, 1992 within The City of Kawartha Lakes (Amendment 6)

Recitals

1. Whereas Subsection 3(1) of the Building Code Act, 1992, S.O. 1992, chapter 23, provides that the Council of the Corporation of the City of Kawartha Lakes is responsible for the enforcement of the Building Code Act, 1992 within the City of Kawartha Lakes;
2. Whereas Section 7 of the Building Code Act, 1992 authorizes the Council of a municipality to pass certain By-laws prescribing classes of permits, permit application documents, fees, inspections and other related matters;
3. By-law 2012-019 was adopted by Council February 7, 2012;
4. An amendment is required to correct a typographical error in Schedule A, Table 3, Note 2.(b) by deleting in the final sentence the words “attached garages, porches” to clarify that building permit fees listed as Item 2. in Schedule A, Table 3 shall also apply to detached, semi-detached and townhouse dwellings, if applicable; and
5. These changes require an amendment to the original by-law.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2020- .

Section 1.00: Definitions and Interpretation

1.01 Definitions:

All defined terms in the amending By-law take their meaning from By-law 2012-019 of the City of Kawartha Lakes.

1.02 Interpretation Rules:

- (a) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

Section 2.00: Amendment Details

- 2.01 **Amendment:** Schedule A, Table 3, Note 2.(b) to By-law 2012-019 is deleted in its entirety and replaced with the following:

(b) **Residential Occupancies:** The “Residential Occupancies: shall apply to the floor areas of the floors, which are principally of residential use. Other rates shall be applied to other floors based on the principal use of the total floor area. For detached, semi-detached and townhouse dwellings, the floor areas of the unfinished basements and decks shall not be included in the

area calculations, but the fee is inclusive of these areas if proposed and constructed at the same time as the dwelling they serve.

Section 3.00: Administration and Effective Date

- 3.01 **Administration of the By-law:** The Chief Building Official is responsible for the administration of this by-law.
- 3.02 **Effective Date:** This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this 15 day of December, 2020.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

The Corporation of the City of Kawartha Lakes

By-Law 2020 -

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 D06-2020-026, Report PLAN2020-060, respecting Range North West Bay, Part of Lots 31 to 34, Part of Part 1 on 57R-4102 and Part 2 on 57R-8168, geographic Township of Bexley, identified as 7 Copes Lane.

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 parcel of land to:
 - (a) rezone the land containing the cabin to the Rural Residential Type Three (RR3) Zone category and establish applicable development standards in order to facilitate a condition of provisional Consent.
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 2020-__.

Section 1:00 Zoning Details

- 1.01 **Property Affected:** The Property affected by this by-law is described as Range North West Bay, Part of Lots 31 to 34, Part of Part 1 on 57R-4102 and Part 2 on 57R-8168, geographic Township of Bexley, City of Kawartha Lakes.
- 1.02 **Schedule Amendment:** Schedule 'A' to By-law No. 93-09 of the Township of Bexley is further amended to change the zone category on a portion of the property from Rural General (RG) Zone to Rural Residential Type Three (RR3) Zone for the land referred to as RR3, 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 15th day of December, 2020.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

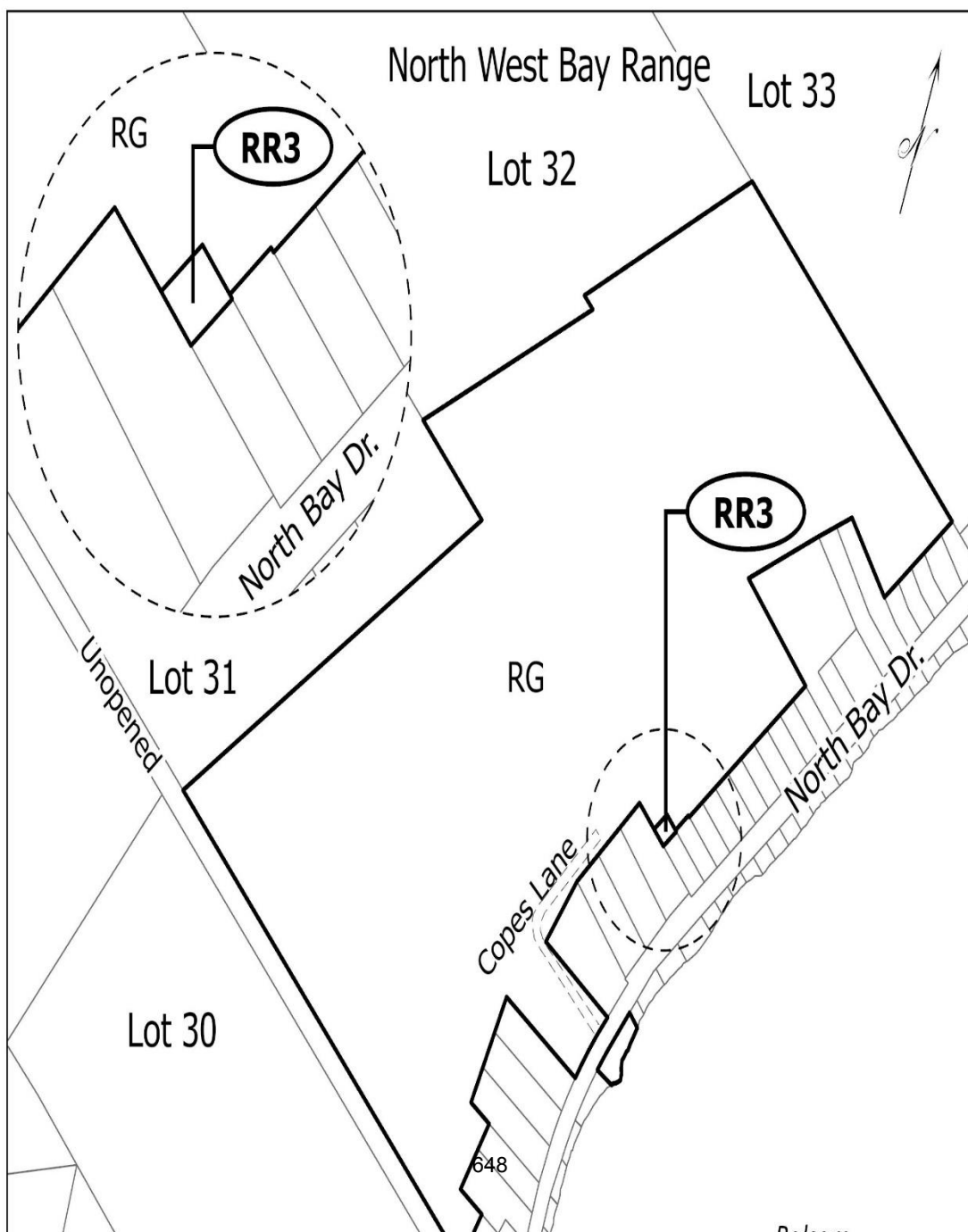
THE CORPORATION OF THE CITY OF

KAWARTHA LAKES

THIS IS SCHEDULE 'A' TO BY-LAW _____ PASSED

THIS _____ DAY OF _____ 2020.

MAYOR _____ CLERK _____



The Corporation of the City of Kawartha Lakes

By-Law 2020-xxx

A By-law to Amend The City of Kawartha Lakes Official Plan to Allow Additional Residential Units Within The City of Kawartha Lakes

[File D00-99-032, Report PLAN2020-057, respecting lands within The City of Kawartha Lakes]

Recitals:

1. Section 16(3) of the Planning Act requires that official plan policies authorize the use of additional residential units.
2. Sections 17 and 22 of the Planning Act, R.S.O. 1990, c. 13, authorize Council to consider the adoption of an amendment to an Official Plan.
3. A public meeting to solicit public input has been held.
4. Council deems it appropriate to adopt Official Plan Amendment Number 39.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2020-xxx.

Section 1.00: Official Plan Amendment Details

- 1.01 Property Affected:** The lands affected by this By-law are eligible properties in the City of Kawartha Lakes.
- 1.02 Amendment:** Amendment No. 39 to the City of Kawartha Lakes Official Plan, attached hereto as Schedule 'A' and forming a part of this By-law is hereby adopted.

Section 2.00: Effective Date

- 2.01 Force and Effect:** The By-law shall come into force and take effect on the date it is finally passed, subject to approval of the City of Kawartha Lakes in accordance with the provisions of Section 17 and 22 of the Planning Act, R.S.O. 1990, c.13.

By-law read a first, second and third time, and finally passed, this 15 day of December, 2020.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

Schedule 'A' to By-law No. 2020-xxx
The Corporation of The City of Kawartha Lakes
Amendment No. 39 to The City of Kawartha Lakes Official Plan
Part A – The Preamble

A. Purpose

The purpose of the Official Plan Amendment is to address the requirements of the Planning Act, conform with the Provincial Policies and establish new land use policies for Additional Residential Units in the City of Kawartha Lakes Official Plan in order to provide a framework for the companion Zoning By-law Amendments.

B. Location

The Amendment affects all eligible properties that allow single detached, semi-detached or townhouse dwellings and accessory buildings or structures thereto across the City of Kawartha Lakes.

C. Basis

Council has enacted this Official Plan Amendment in response to provincially legislated requirements.

The Amendment to the City of Kawartha Lakes Official Plan is justified and represents good planning for the following reasons:

1. The proposed policies are consistent with the Provincial Policy Statement, 2020, and conform and do not conflict with provincial policy documents being A Place to Grow: Growth Plan for the Greater Golden Horseshoe, 2019 and Oak Ridges Moraine Conservation Plan, 2017.
2. The proposed policies conform to the goals and objectives as set out in the City of Kawartha Lakes Official Plan.
3. The policies are appropriate with respect to facilitating a variety of housing options, gently increasing density of residential neighbourhoods, and contributing to complete communities.

Part B – The Amendment

D. Introductory Statement

All of this part of the document entitled Part B – The Amendment constitutes Amendment No. 39 to The City of Kawartha Lakes Official Plan.

E. Details of the Amendment

The City of Kawartha Lakes Official Plan, 2012 is hereby amended as follows:

1. Section 5. Housing Goal is amended by adding subsection 5.7 Additional Residential Units as follows:

5.7 Additional Residential Units

- 5.7.1 This Plan will support flexible zoning provisions to permit a broad range of housing forms, including additional residential units.
- 5.7.2 An additional residential unit is permitted as of right, in addition to the primary residential unit, in single detached, semi-detached or townhouse dwellings as well as in accessory buildings or structures on lots associated with these dwelling types, provided they are in accordance with this policy and the applicable zoning by-law provisions.

The following criteria shall guide development of additional residential units.

- a) A maximum of two additional residential units are permitted, where one additional residential unit is in the same building as the primary dwelling unit and one additional residential unit is in an accessory building or structure.
- b) A lot containing a garden suite, in accordance with the policies in Section 5.4. Garden Suites, may also have an additional residential unit.
- c) Lots outside of designated settlement areas shall have a minimum lot area of 0.4 hectares to be eligible for an additional residential unit. This requirement may be reduced where it is demonstrated through a hydrogeological and site servicing study that the lot can be adequately serviced.
- d) Additional residential units shall only be permitted on lots having adequate sewage and water supply. Additional residential units being developed on private services are encouraged to utilize the existing private sewage disposal systems and wells.
- e) The floor area of the additional residential unit shall be equal to or smaller in size compared to the gross floor area, excluding attached garage area, of the primary residential unit without any substantial modification to the building's bulk or massing.

- f) The Zoning By-law shall contain appropriate performance standards for the creation of an additional residential unit, including lot area and frontage, yard setbacks, coverage, height, and landscaping to reflect the character of the neighbourhood. Additional residential units are not subject to density control requirements as defined in the applicable Zoning By-law.
- g) On-site parking is provided in accordance with the Zoning By-law.
- h) Additional residential units shall only be permitted on lots having frontage and access to a year-round municipally maintained road.
- i) Additional residential units shall not be permitted within buildings or structures that are located within the Environmental Protection designation, floodplain areas, water setback or other hazardous lands.
- j) Where applicable, additional residential units located in accessory buildings or structures shall comply with the Minimum Distance Separation formulae.
- k) An additional residential unit within an accessory building or structure shall not be severed from the lot accommodating the primary residential unit.
- l) Additional residential units shall comply with the provisions of the Ontario Building Code, Fire Code, Zoning By-law and all other relevant municipal and provincial standards.
- m) All additional residential units shall be registered in accordance with the City's Additional Residential Unit Registration By-law.
- n) Notwithstanding Section 5.7.2, within the Oak Ridges Moraine Conservation Plan area a maximum of one additional residential unit shall only be permitted within a single dwelling provided the single dwelling is located within the Settlement, Rural Settlement or Countryside land use designations; additional residential units are not permitted within the Natural Core Area or Natural Linkage Area designations.

5.7.3 Innovative building design is encouraged to facilitate subsequent opportunities to create additional residential units.

2. Section 30. Definitions is amended by adding the following definitions in alphabetical order:

30. Definitions

Additional Residential Unit: means a residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential unit. The additional residential unit shall include the following areas that are separate from the primary residential unit: a separate entrance, kitchen facilities, washroom facilities, and living space.

Primary Residential Unit: means a single detached, semi-detached or townhouse dwelling for the purpose of the definition of Additional Residential Unit.

F. Implementation and Interpretation

The implementation and interpretation of this Amendment shall be in accordance with the relevant policies of the Official Plan.

The Corporation of the City of Kawartha Lakes

By-Law 2020-xxx

A By-law to Amend The Village of Fenelon Falls Official Plan to Allow Additional Residential Units

[File D00-99-032, Report PLAN2020-057, respecting lands subject to the Village of Fenelon Falls Official Plan]

Recitals:

1. Section 16(3) of the Planning Act requires that official plan policies authorize the use of additional residential units.
2. Sections 17 and 22 of the Planning Act, R.S.O. 1990, c. 13, authorize Council to consider the adoption of an amendment to an Official Plan.
3. A public meeting to solicit public input has been held.
4. Council deems it appropriate to adopt Official Plan Amendment Number 19.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2020-xxx.

Section 1.00: Official Plan Amendment Details

- 1.01 Property Affected:** The property affected by this By-law includes eligible lands subject to the Village of Fenelon Falls Official Plan.
- 1.02 Amendment:** Amendment No. 19 to the Village of Fenelon Falls Official Plan, attached hereto as Schedule 'A' and forming a part of this By-law is hereby adopted.

Section 2.00: Effective Date

- 2.01 Force and Effect:** The By-law shall come into force and take effect on the date it is finally passed, subject to approval of The City of Kawartha Lakes in accordance with the provisions of Section 17 and 22 of the Planning Act, R.S.O. 1990, c.13.

By-law read a first, second and third time, and finally passed, this 15 day of December, 2020.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

Schedule 'A' to By-law No. 2020-xxx
The Corporation of The City of Kawartha Lakes
Amendment No. 19 to The Village of Fenelon Falls Official Plan
Part A – The Preamble

A. Purpose

The purpose of the Official Plan Amendment is to address the requirements of the Planning Act, conform with the Provincial Policies and establish new land use policies for Additional Residential Units in the Village of Fenelon Falls Official Plan in order to provide a framework for the companion Zoning By-law Amendments.

B. Location

The Amendment affects all eligible lands that allow single detached, semi-detached or townhouse dwellings and accessory buildings or structures thereto subject to the Village of Fenelon Falls Official Plan.

C. Basis

Council has enacted this Official Plan Amendment in response to provincially legislated requirements.

The Amendment to the Village of Fenelon Falls Official Plan is justified and represents good planning for the following reasons:

1. The proposed policies are consistent with the Provincial Policy Statement, 2020, and conform and do not conflict with provincial policy documents being A Place to Grow: Growth Plan for the Greater Golden Horseshoe, 2019.
2. The proposed policies conform to the goals and objectives as set out in the Village of Fenelon Falls Official Plan.
3. The policies are appropriate with respect to facilitating a variety of housing options, gently increasing density of residential neighbourhoods, and contributing to complete communities.

Part B – The Amendment

D. Introductory Statement

All of this part of the document entitled Part B – The Amendment constitutes Amendment No. 19 to the Village of Fenelon Falls Official Plan.

E. Details of the Amendment

The Village of Fenelon Falls Official Plan is hereby amended as follows:

- 1. Part Three – Land Use Policies is amended by adding subsection 3.11 Additional Residential Units as follows:**

3.11 Additional Residential Units

- 3.11.1** This Plan will support flexible zoning provisions to permit a broad range of housing forms, including additional residential units. For the purposes of this policy the following definitions apply:

Additional Residential Unit: means a residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential unit. The additional residential unit shall include the following areas that are separate from the primary residential unit: a separate entrance, kitchen facilities, washroom facilities, and living space.

Primary Residential Unit: means a single detached, semi-detached or townhouse dwelling for the purpose of the definition of Additional Residential Unit.

- 3.11.2** An additional residential unit is permitted as of right, in addition to the primary residential unit, in single detached, semi-detached or townhouse dwellings as well as in accessory buildings or structures on lots associated with these dwelling types, provided they are in accordance with this policy and the applicable zoning by-law provisions.

The following criteria shall guide development of additional residential units.

- a) A maximum of two additional residential units are permitted, where one additional residential unit is in the same building as the primary dwelling unit and one additional residential unit is in an accessory building or structure.
- b) Additional residential units shall only be permitted on lots having adequate sewage and water supply.
- c) The floor area of the additional residential unit shall be equal to or smaller in size compared to the gross floor area, excluding attached garage area, of the primary residential unit without any substantial modification to the building's bulk or massing.

- d) The Zoning By-law shall contain appropriate performance standards for the creation of an additional residential unit, including lot area and frontage, yard setbacks, coverage, height, and landscaping to reflect the character of the neighbourhood. Additional residential units are not subject to density control requirements as defined in the applicable Zoning By-law.
 - e) On-site parking is provided in accordance with the Zoning By-law.
 - f) Additional residential units shall only be permitted on lots having frontage and access to a year-round municipally maintained road.
 - g) Additional residential units shall not be permitted within buildings or structures that are located within the Environmental Constraint Area designation, floodplain areas, water setback or other hazardous lands.
 - h) An additional residential unit within an accessory building or structure shall not be severed from the lot accommodating the primary residential unit.
 - i) Additional residential units shall comply with the provisions of the Ontario Building Code, Fire Code, Zoning By-law and all other relevant municipal and provincial standards.
 - j) All additional residential units shall be registered in accordance with the City's Additional Residential Unit Registration By-law.
- 3.11.3 Innovative building design is encouraged to facilitate subsequent opportunities to create additional residential units.

2. Part Seven – Growth Management and Development Policies is amended by deleting subsection 7.3.2 b) vii) and replacing it as follows:

- vii) encourage the creation of additional residential units throughout the built-up area.

F. Implementation and Interpretation

The implementation and interpretation of this Amendment shall be in accordance with the relevant policies of the Official Plan.

The Corporation of the City of Kawartha Lakes

By-Law 2020-xxx

A By-law to Amend The Town of Lindsay Official Plan to Allow Additional Residential Units

[File D00-99-032, Report PLAN2020-057, respecting lands subject to the Town of Lindsay Official Plan]

Recitals:

1. Section 16(3) of the Planning Act requires that official plan policies authorize the use of additional residential units.
2. Sections 17 and 22 of the Planning Act, R.S.O. 1990, c. 13, authorize Council to consider the adoption of an amendment to an Official Plan.
3. A public meeting to solicit public input has been held.
4. Council deems it appropriate to adopt Official Plan Amendment Number 60.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2020-xxx.

Section 1.00: Official Plan Amendment Details

- 1.01 Property Affected:** The property affected by this By-law includes eligible lands subject to the Town of Lindsay Official Plan.
- 1.02 Amendment:** Amendment No. 60 to the Town of Lindsay Official Plan, attached hereto as Schedule 'A' and forming a part of this By-law is hereby adopted.

Section 2.00: Effective Date

- 2.01 Force and Effect:** The By-law shall come into force and take effect on the date it is finally passed, subject to approval of The City of Kawartha Lakes in accordance with the provisions of Section 17 and 22 of the Planning Act, R.S.O. 1990, c.13.

By-law read a first, second and third time, and finally passed, this 15 day of December, 2020.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

Schedule 'A' to By-law No. 2020-xxx
The Corporation of The City of Kawartha Lakes
Amendment No. 60 to The Town of Lindsay Official Plan
Part A – The Preamble

A. Purpose

The purpose of the Official Plan Amendment is to address the requirements of the Planning Act, conform with the Provincial Policies and establish new land use policies for Additional Residential Units in the Town of Lindsay Official Plan in order to provide a framework for the companion Zoning By-law Amendments.

B. Location

The Amendment affects all eligible lands that allow single detached, semi-detached or townhouse dwellings and accessory buildings or structures thereto subject to the Town of Lindsay Official Plan.

C. Basis

Council has enacted this Official Plan Amendment in response to provincially legislated requirements.

The Amendment to the Town of Lindsay Official Plan is justified and represents good planning for the following reasons:

1. The proposed policies are consistent with the Provincial Policy Statement, 2020, and conform and do not conflict with provincial policy documents being A Place to Grow: Growth Plan for the Greater Golden Horseshoe, 2019.
2. The proposed policies conform to the goals and objectives as set out in the Town of Lindsay Official Plan.
3. The policies are appropriate with respect to facilitating a variety of housing options, gently increasing density of residential neighbourhoods, and contributing to complete communities.

Part B – The Amendment

D. Introductory Statement

All of this part of the document entitled Part B – The Amendment constitutes Amendment No. 60 to the Town of Lindsay Official Plan.

E. Details of the Amendment

The Town of Lindsay Official Plan is hereby amended as follows:

- 1. Section 3.4 Housing Policies is amended by adding subsection 3.4.4 Additional Residential Units as follows:**

3.4.4 Additional Residential Units

3.4.4.1 This Plan will support flexible zoning provisions to permit a broad range of housing forms, including additional residential units.

3.4.4.2 An additional residential unit is permitted as of right, in addition to the primary residential unit, in single detached, semi-detached or townhouse dwellings as well as in accessory buildings or structures on lots associated with these dwelling types, provided they are in accordance with this policy and the applicable zoning by-law provisions.

The following criteria shall guide development of additional residential units.

- a) A maximum of two additional residential units are permitted, where one additional residential unit is in the same building as the primary dwelling unit and one additional residential unit is in an accessory building or structure.
- b) Additional residential units shall only be permitted on lots having adequate sewage and water supply.
- c) The floor area of the additional residential unit shall be equal to or smaller in size compared to the gross floor area, excluding attached garage area, of the primary residential unit without any substantial modification to the building's bulk or massing.
- d) The Zoning By-law shall contain appropriate performance standards for the creation of an additional residential unit, including lot area and frontage, yard setbacks, coverage, height, and landscaping to reflect the character of the neighbourhood. Additional residential units are not subject to density control requirements as defined in the applicable Zoning By-law.
- e) On-site parking is provided in accordance with the Zoning By-law.
- f) Additional residential units shall only be permitted on lots having frontage and access to a year-round municipally maintained road.

- g) Additional residential units shall not be permitted within buildings or structures that are located within the floodplain areas, water setback or other hazardous lands.
 - h) An additional residential unit within an accessory building or structure shall not be severed from the lot accommodating the primary residential unit.
 - i) Additional residential units shall comply with the provisions of the Ontario Building Code, Fire Code, Zoning By-law and all other relevant municipal and provincial standards.
 - j) All additional residential units shall be registered in accordance with the City's Additional Residential Unit Registration By-law.
- 3.4.4.3 Innovative building design is encouraged to facilitate subsequent opportunities to create additional residential units.

2. Section 3.5.3 Intensification is amended by deleting subsection 3.5.3 b) vii) and replacing it as follows:

- vii) encourage the creation of additional residential units throughout the built-up area.

3. Section 7.2 Definitions is amended by adding the following definitions in alphabetical order:

7.2 Definitions

Additional Residential Unit: means a residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential unit. The additional residential unit shall include the following areas that are separate from the primary residential unit: a separate entrance, kitchen facilities, washroom facilities, and living space.

Primary Residential Unit: means a single detached, semi-detached or townhouse dwelling for the purpose of the definition of Additional Residential Unit.

F. Implementation and Interpretation

The implementation and interpretation of this Amendment shall be in accordance with the relevant policies of the Official Plan.

The Corporation of the City of Kawartha Lakes

By-Law 2020-xxx

A By-law to Amend The Township of Ops Official Plan to Allow Additional Residential Units

[File D00-99-032, Report PLAN2020-057, respecting lands subject to the Township of Ops Official Plan]

Recitals:

1. Section 16(3) of the Planning Act requires that official plan policies authorize the use of additional residential units.
2. Sections 17 and 22 of the Planning Act, R.S.O. 1990, c. 13, authorize Council to consider the adoption of an amendment to an Official Plan.
3. A public meeting to solicit public input has been held.
4. Council deems it appropriate to adopt Official Plan Amendment Number 55.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2020-xxx.

Section 1.00: Official Plan Amendment Details

- 1.01 Property Affected:** The property affected by this By-law includes eligible lands subject to the Township of Ops Official Plan.
- 1.02 Amendment:** Amendment No. 55 to the Township of Ops Official Plan, attached hereto as Schedule 'A' and forming a part of this By-law is hereby adopted.

Section 2.00: Effective Date

- 2.01 Force and Effect:** The By-law shall come into force and take effect on the date it is finally passed, subject to approval of The City of Kawartha Lakes in accordance with the provisions of Section 17 and 22 of the Planning Act, R.S.O. 1990, c.13.

By-law read a first, second and third time, and finally passed, this 15 day of December, 2020.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

Schedule 'A' to By-law No. 2020-xxx
The Corporation of The City of Kawartha Lakes
Amendment No. 55 to The Township of Ops Official Plan
Part A – The Preamble

A. Purpose

The purpose of the Official Plan Amendment is to address the requirements of the Planning Act, conform with the Provincial Policies and establish new land use policies for Additional Residential Units in the Township of Ops Official Plan in order to provide a framework for the companion Zoning By-law Amendments.

B. Location

The Amendment affects all eligible lands that allow single detached, semi-detached or townhouse dwellings and accessory buildings or structures thereto subject to the Township of Ops Official Plan.

C. Basis

Council has enacted this Official Plan Amendment in response to provincially legislated requirements.

The Amendment to the Township of Ops Official Plan is justified and represents good planning for the following reasons:

1. The proposed policies are consistent with the Provincial Policy Statement, 2020, and conform and do not conflict with provincial policy documents being A Place to Grow: Growth Plan for the Greater Golden Horseshoe, 2019.
2. The proposed policies conform to the goals and objectives as set out in the Township of Ops Official Plan.
3. The policies are appropriate with respect to facilitating a variety of housing options, gently increasing density of residential neighbourhoods, and contributing to complete communities.

Part B – The Amendment

D. Introductory Statement

All of this part of the document entitled Part B – The Amendment constitutes Amendment No. 55 to the Township of Ops Official Plan.

E. Details of the Amendment

The Township of Ops Official Plan is hereby amended as follows:

1. Section 6.4 – Housing is amended by adding subsection 6.4.4 Additional Residential Units as follows:

6.4.4 Additional Residential Units

6.4.4.1 This Plan will support flexible zoning provisions to permit a broad range of housing forms, including additional residential units.

6.4.4.2 An additional residential unit is permitted as of right, in addition to the primary residential unit, in single detached, semi-detached or townhouse dwellings as well as in accessory buildings or structures on lots associated with these dwelling types, provided they are in accordance with this policy and the applicable zoning by-law provisions.

The following criteria shall guide development of additional residential units.

- a) A maximum of two additional residential units are permitted, where one additional residential unit is in the same building as the primary dwelling unit and one additional residential unit is in an accessory building or structure.
- b) Lots outside of designated settlement areas shall have a minimum lot area of 0.4 hectares to be eligible for an additional residential unit. This requirement may be reduced where it is demonstrated through a hydrogeological and site servicing study that the lot can be adequately serviced.
- c) Additional residential units shall only be permitted on lots having adequate sewage and water supply. Additional residential units being developed on private services are encouraged to utilize the existing private sewage disposal systems and wells.
- d) The floor area of the additional residential unit shall be equal to or smaller in size compared to the gross floor area, excluding attached garage area, of the primary residential unit without any substantial modification to the building's bulk or massing.
- e) The Zoning By-law shall contain appropriate performance standards for the creation of an additional residential unit, including lot area and frontage, yard setbacks, coverage, height, and landscaping to reflect the character of the neighbourhood. Additional residential units are

not subject to density control requirements as defined in the applicable Zoning By-law.

- f) On-site parking is provided in accordance with the Zoning By-law.
- g) Additional residential units shall only be permitted on lots having frontage and access to a year-round municipally maintained road.
- h) Additional residential units shall not be permitted within buildings or structures that are located within the Hazard Land designation, floodplain areas, water setback or other hazardous lands.
- i) Where applicable, additional residential units located in accessory buildings or structures shall comply with the Minimum Distance Separation formulae.
- j) An additional residential unit within an accessory building or structure shall not be severed from the lot accommodating the primary residential unit.
- k) Additional residential units shall comply with the provisions of the Ontario Building Code, Fire Code, Zoning By-law and all other relevant municipal and provincial standards.
- l) All additional residential units shall be registered in accordance with the City's Additional Residential Unit Registration By-law.

6.4.4.3 Innovative building design is encouraged to facilitate subsequent opportunities to create additional residential units.

2. Section 6.9.2 Intensification Policies is amended by deleting subsection 6.9.2 b) vii) and replacing it as follows:

- vii) encourage the creation of additional residential units throughout the built-up area.

3. Section 5.2 Definitions is amended by adding the following definitions in alphabetical order:

5.2 Definitions

Additional Residential Unit: means a residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential unit. The additional residential unit shall include the following areas that are separate from the primary residential unit: a separate entrance, kitchen facilities, washroom facilities, and living space.

Primary Residential Unit: means a single detached, semi-detached or townhouse dwelling for the purpose of the definition of Additional Residential Unit.

F. Implementation and Interpretation

The implementation and interpretation of this Amendment shall be in accordance with the relevant policies of the Official Plan.

The Corporation of the City of Kawartha Lakes

By-Law 2020-xxx

A By-law to Amend The Victoria County Official Plan to Allow Additional Residential Units

[File D00-99-032, Report PLAN2020-057, respecting lands subject to the Victoria County Official Plan]

Recitals:

1. Section 16(3) of the Planning Act requires that official plan policies authorize the use of additional residential units.
2. Sections 17 and 22 of the Planning Act, R.S.O. 1990, c. 13, authorize Council to consider the adoption of an amendment to an Official Plan.
3. A public meeting to solicit public input has been held.
4. Council deems it appropriate to adopt Official Plan Amendment Number 139.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2020-xxx.

Section 1.00: Official Plan Amendment Details

- 1.01 Property Affected:** The property affected by this By-law includes eligible lands subject to the Victoria County Official Plan.
- 1.02 Amendment:** Amendment No. 139 to the Victoria County Official Plan, attached hereto as Schedule 'A' and forming a part of this By-law is hereby adopted.

Section 2.00: Effective Date

- 2.01 Force and Effect:** The By-law shall come into force and take effect on the date it is finally passed, subject to approval of The City of Kawartha Lakes in accordance with the provisions of Section 17 and 22 of the Planning Act, R.S.O. 1990, c.13.

By-law read a first, second and third time, and finally passed, this 15 day of December, 2020.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

Schedule 'A' to By-law No. 2020-xxx
The Corporation of The City of Kawartha Lakes
Amendment No. 139 to The Victoria County Official Plan
Part A – The Preamble

A. Purpose

The purpose of the Official Plan Amendment is to address the requirements of the Planning Act, conform with the Provincial Policies and establish new land use policies for Additional Residential Units in the Victoria County Official Plan in order to provide a framework for the companion Zoning By-law Amendments.

B. Location

The Amendment affects all eligible lands that allow single detached, semi-detached or townhouse dwellings and accessory buildings or structures thereto subject to the Victoria County Official Plan.

C. Basis

Council has enacted this Official Plan Amendment in response to provincially legislated requirements.

The Amendment to the Victoria County Official Plan is justified and represents good planning for the following reasons:

1. The proposed policies are consistent with the Provincial Policy Statement, 2020, and conform and do not conflict with provincial policy documents being A Place to Grow: Growth Plan for the Greater Golden Horseshoe, 2019.
2. The proposed policies conform to the goals and objectives as set out in the Victoria County Official Plan.
3. The policies are appropriate with respect to facilitating a variety of housing options, gently increasing density of residential neighbourhoods, and contributing to complete communities.

Part B – The Amendment

D. Introductory Statement

All of this part of the document entitled Part B – The Amendment constitutes Amendment No. 139 to the Victoria County Official Plan.

E. Details of the Amendment

The Victoria County Official Plan is hereby amended as follows:

1. Section 5.5 – Housing is amended by adding subsection 5.5.7 Additional Residential Units as follows:

5.5.7 Additional Residential Units

5.5.7.1 This Plan will support flexible zoning provisions to permit a broad range of housing forms, including additional residential units.

5.5.7.2 An additional residential unit is permitted as of right, in addition to the primary residential unit, in single detached, semi-detached or townhouse dwellings as well as in accessory buildings or structures on lots associated with these dwelling types, provided they are in accordance with this policy and the applicable zoning by-law provisions.

The following criteria shall guide development of additional residential units.

- a) A maximum of two additional residential units are permitted, where one additional residential unit is in the same building as the primary dwelling unit and one additional residential unit is in an accessory building or structure.
- b) Lots outside of designated settlement areas shall have a minimum lot area of 0.4 hectares to be eligible for an additional residential unit. This requirement may be reduced where it is demonstrated through a hydrogeological and site servicing study that the lot can be adequately serviced.
- c) Additional residential units shall only be permitted on lots having adequate sewage and water supply. Additional residential units being developed on private services are encouraged to utilize the existing private sewage disposal systems and wells.
- d) The floor area of the additional residential unit shall be equal to or smaller in size compared to the gross floor area, excluding attached garage area, of the primary residential unit without any substantial modification to the building's bulk or massing.
- e) The Zoning By-law shall contain appropriate performance standards for the creation of an additional residential unit, including lot area and frontage, yard setbacks, coverage, height, and landscaping to reflect the character of the neighbourhood. Additional residential units are

not subject to density control requirements as defined in the applicable Zoning By-law.

- f) On-site parking is provided in accordance with the Zoning By-law.
- g) Additional residential units shall only be permitted on lots having frontage and access to a year-round municipally maintained road.
- h) Additional residential units shall not be permitted within buildings or structures that are located within the Environmental Protection designation, floodplain areas, water setback or other hazardous lands.
- i) Where applicable, additional residential units located in accessory buildings or structures shall comply with the Minimum Distance Separation formulae.
- j) An additional residential unit within an accessory building or structure shall not be severed from the lot accommodating the primary residential unit.
- k) Additional residential units shall comply with the provisions of the Ontario Building Code, Fire Code, Zoning By-law and all other relevant municipal and provincial standards.
- l) All additional residential units shall be registered in accordance with the City's Additional Residential Unit Registration By-law.

5.5.7.3 Innovative building design is encouraged to facilitate subsequent opportunities to create additional residential units.

2. Section 5.7.2 Intensification Policies is amended by deleting subsection 5.7.2 b) vii) and replacing it as follows:

- vii) encourage the creation of additional residential units throughout the built-up area.

3. Section 3.2 Definitions is amended by adding the following definitions in alphabetical order:

3.2 Definitions

Additional Residential Unit: means a residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential unit. The additional residential unit shall include the following areas that are separate from the primary residential unit: a separate entrance, kitchen facilities, washroom facilities, and living space.

Primary Residential Unit: means a single detached, semi-detached or townhouse dwelling for the purpose of the definition of Additional Residential Unit.

F. Implementation and Interpretation

The implementation and interpretation of this Amendment shall be in accordance with the relevant policies of the Official Plan.

The Corporation of the City of Kawartha Lakes

By-Law 2020-xxx

A By-Law To Amend Multiple Zoning By-laws To Authorize Additional Residential Units And To Repeal By-Law 2014-283

Affected By-laws:

Township of Bexley Zoning By-law 93-09
Village of Bobcaygeon Zoning By-law 16-78
Township of Carden Zoning By-law 79-2
Township of Dalton Zoning By-law 10-77
Township of Eldon Zoning By-law 94-14
Township of Emily Zoning By-law 1996-30
Village of Fenelon Falls Zoning By-law 89-25
Township of Fenelon Zoning By-law 12-95
United Townships of Laxton, Digby and Longford Zoning By-law 32-83
Town of Lindsay Zoning By-law 2000-75
Township of Manvers Zoning By-law 87-06
Township of Mariposa Zoning By-law 94-07
Village of Omemee Zoning By-law 1993-15
Township of Ops Zoning By-law 93-30
Township of Somerville Zoning By-law 78-45
Village of Sturgeon Point Zoning By-law 339
Township of Verulam Zoning By-law 6-87
Village of Woodville Zoning By-law 1993-9

[File D00-99-032, Report PLAN2020-057, respecting former Town of Lindsay; Villages of Bobcaygeon, Fenelon Falls, Omemee, and Woodville; and Townships of Bexley, Carden, Dalton, Eldon, Emily, Fenelon Laxton, Digby, Longford, Manvers, Mariposa, Ops, Somerville and Verulam in the City of Kawartha Lakes]

Recitals:

1. Sections 16(3) and 35.1(1) of the Planning Act require that official plan policies and zoning by-laws authorize the use of additional residential units.
2. 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.
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 2020-xxx.

Section 1:00 Zoning Details

1.01 Property Affected: The Property affected by this by-law is described as lands within the former Town of Lindsay; Villages of Bobcaygeon, Fenelon Falls, Omemee, and Woodville; and Townships of Bexley, Carden, Dalton, Eldon, Emily, Fenelon Laxton, Digby, Longford, Manvers, Mariposa, Ops, Somerville and Verulam in the City of Kawartha Lakes.

1.02 Textual Amendment: The following Zoning By-laws are further amended in order to give effect to the following:

Section 2:00 Town of Lindsay Zoning By-law 2000-75

2.01 By-law No. 2000-75 of the Town of Lindsay is amended by deleting “4.44 Dwelling, Accessory” definition from Section 4: Definitions and by adding the following definitions in alphabetical order:

Section 4: Definitions

Accessory Building Or Structure in conjunction with ‘Dwelling Unit, Additional Residential’ means a use, building or structure that may be used for human habitation and is customarily incidental, subordinate and exclusively devoted to the principal use or main building, and located on the same lot therein.

Dwelling Unit, Additional Residential means a residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential dwelling unit. The additional residential unit includes a separate entrance, kitchen facilities, washroom facilities, and living space from the primary residential dwelling unit.

Dwelling Unit, Primary Residential means a single detached, semi-detached, or townhouse dwelling for the purpose of the definition of additional residential dwelling unit.

2.02 By-law No. 2000-75 of the Town of Lindsay is amended by deleting subsection 5.34 Accessory Dwelling Unit from Section 5: General Provisions for All Zones and replacing it with subsection 5.36 Additional Residential Dwelling Units:

Section 5: General Provisions For All Zones

5.36 Additional Residential Dwelling Units

Notwithstanding the permitted uses, maximum densities, minimum gross floor areas, and maximum gross floor area as a percentage of lot area listed elsewhere in this By-law, additional residential dwelling units are permitted in all zones that permit single detached, semi-detached, or townhouse dwelling units, subject to the following provisions:

- i. A maximum of two (2) additional residential dwelling units, one (1) within the same building as the primary residential dwelling unit and one (1) within an accessory building or structure to the primary residential dwelling unit.

- ii. Unless otherwise stated, all zone provisions continue to apply to an additional residential dwelling unit.
- iii. An additional residential dwelling unit located in an accessory building or structure shall be in accordance with the provisions in the subsection 5.2. An accessory building or structure containing an accessory residential dwelling unit located on an upper storey shall have a maximum height of 10 m and minimum yard setback of 1.2 m.
- iv. A lot has frontage on an improved public street, maintained year round.
- v. The floor area of the additional residential dwelling unit is equal to, or less than, the gross floor area, excluding attached garage floor area of the primary residential dwelling unit without any modification to the building's bulk or massing.
- vi. Where applicable, an additional residential dwelling unit shall not be permitted on a lot which contains a bed and breakfast establishment.
- vii. At a minimum, on-site parking shall be provided in accordance with the requirements for the primary residential dwelling unit. Where there is a home occupation in an additional residential dwelling unit, parking shall be in accordance with subsection 5.23.
- viii. An additional residential dwelling unit shall be accessed from the street via a walkway or driveway.
- ix. An additional residential dwelling unit or part thereof shall not be within the floodplain or water setback.
- x. Compliance with the provisions of the Ontario Building Code, Fire Code and all other relevant municipal and provincial standards.
- xi. Registration of the additional residential dwelling unit in accordance with the City's Additional Residential Unit Registration By-law.

Section 3:00 Village of Bobcaygeon Zoning By-law 16-78

- 3.01 By-law No. 16-78 of the Village of Bobcaygeon is amended by deleting "2.27a Dwelling, Accessory" definition from Section 2 Definitions and by adding the following definitions in alphabetical order:

Section 2 Definitions

Accessory Building Or Structure in conjunction with 'Dwelling Unit, Additional Residential' means a use, building or structure that may be used for human habitation and is customarily incidental, subordinate and exclusively devoted to the principal use or main building, and located on the same lot therein.

Dwelling Unit, Additional Residential means a residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential dwelling unit. The additional residential unit includes a separate entrance, kitchen facilities, washroom facilities, and living space from the primary residential dwelling unit.

Dwelling Unit, Primary Residential means a single detached, semi-detached, or town house dwelling for the purpose of the definition of additional residential dwelling unit.

3.02 By-law No. 16-78 of the Village of Bobcaygeon is amended by deleting subsection 3.27 as it relates to Accessory Dwelling Units from Section 3 General Provisions and replacing it with Additional Residential Dwelling Units to Section 3 General Provisions:

Section 3 General Provisions

3.27 Additional Residential Dwelling Units

Notwithstanding the permitted uses, maximum densities and minimum gross floor areas listed elsewhere in this By-law, additional residential dwelling units are permitted in all zones that permit single detached, semi-detached, or town house dwelling units, subject to the following provisions:

- i. A maximum of two (2) additional residential dwelling units, one (1) within the same building as the primary residential dwelling unit and one (1) within an accessory building or structure to the primary residential dwelling unit.
- ii. Unless otherwise stated, all zone provisions continue to apply to an additional residential dwelling unit.
- iii. An additional residential dwelling unit located in an accessory building or structure shall be in accordance with the provisions in subsection 3.1. An accessory building or structure containing an accessory residential dwelling unit located on an upper storey shall have a maximum height of 10 m and minimum yard setback of 1.2 m.
- iv. A lot has frontage on an improved public street, maintained year round.
- v. The floor area of the additional residential dwelling unit is equal to, or less than, the gross floor area, excluding attached garage floor area of the primary residential dwelling unit without any modification to the building's bulk or massing.
- vi. At a minimum, on-site parking shall be provided in accordance with the requirements for the primary residential dwelling unit. Where there is a home occupation in an additional residential dwelling unit, parking shall be in accordance with subsection 3.13 for a home occupation use.
- vii. An additional residential dwelling unit shall be accessed from the street via a walkway or driveway.

- viii. An additional residential dwelling unit or part thereof shall not be within the floodplain or water setback.
- ix. Compliance with the provisions of the Ontario Building Code, Fire Code and all other relevant municipal and provincial standards.
- x. Registration of the additional residential dwelling unit in accordance with the City's Additional Residential Unit Registration By-law.

Section 4:00 Village of Fenelon Falls Zoning By-law 89-25

- 4.01 By-law No. 89-25 of the Village of Fenelon Falls is amended by deleting “1.55a Dwelling, Accessory” definition from Part One – Definitions and by adding the following definitions in alphabetical order:

Part One – Definitions

Accessory Building Or Structure

In conjunction with ‘Dwelling Unit, Additional Residential’ shall mean a use, building or structure that may be used for human habitation and is customarily incidental, subordinate and exclusively devoted to the principal use or main building, and located on the same lot therein.

Dwelling Unit, Additional Residential

Shall mean a residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential dwelling unit. The additional residential unit includes a separate entrance, kitchen facilities, washroom facilities, and living space from the primary residential dwelling unit.

Dwelling Unit, Primary Residential

Shall mean a single detached dwelling house, semi-detached dwelling house, or townhouse dwelling for the purpose of the definition of additional residential dwelling unit.

- 4.02 By-law No. 89-25 of the Village of Fenelon Falls is amended by deleting subsection 5.28 as it relates to Accessory Dwelling Units from Part Five – General Zone Provisions and replacing it with Additional Residential Dwelling Units:

Part Five – General Zone Provisions

5.29 Additional Residential Dwelling Units

Notwithstanding the permitted uses, maximum densities and minimum gross floor areas listed elsewhere in this By-law, additional residential dwelling units are permitted in all zones that permit single detached dwelling house, semi-detached dwelling house, or townhouse dwelling, subject to the following provisions:

- i. A maximum of two (2) additional residential dwelling units, one (1) within the same building as the primary residential dwelling unit and one (1) within an accessory building or structure to the primary residential dwelling unit.
- ii. Unless otherwise stated, all zone provisions continue to apply to an additional residential dwelling unit.
- iii. An additional residential dwelling unit located in an accessory building or structure shall be in accordance with the provisions of subsection 5.1. An accessory building or structure containing an accessory residential dwelling unit located on an upper storey shall have a maximum height of 10 m and minimum yard setback of 1.2 m.
- iv. A lot has frontage on an improved public street, maintained year round.
- v. The floor area of the additional residential dwelling unit is equal to, or less than, the gross floor area, excluding attached garage floor area of the primary residential dwelling unit without any modification to the building's bulk or massing.
- vi. Where applicable, an additional residential dwelling unit shall not be permitted on a lot which contains a bed and breakfast establishment.
- vii. At a minimum, on-site parking shall be provided in accordance with the requirements for the primary residential dwelling unit. Where there is a home occupation in an additional residential dwelling unit, parking shall be in accordance with subsection 5.16.1 for a home occupation use.
- viii. An additional residential dwelling unit shall be accessed from the street via a walkway or driveway.
- ix. An additional residential dwelling unit or part thereof shall not be within the EC Zone, floodplain or water setback.
- x. Compliance with the provisions of the Ontario Building Code, Fire Code and all other relevant municipal and provincial standards.
- xi. Registration of the additional residential dwelling unit in accordance with the City's Additional Residential Unit Registration By-law.

Section 5:00 Village of Omemee Zoning By-law 1993-15

5.01 By-law No. 1993-15 of the Village of Omemee is amended by deleting "Dwelling, Accessory" definition from Part 2 – Definitions and by adding the following definitions in alphabetical order:

Part 2 – Definitions

Accessory Building Or Structure in conjunction with 'Dwelling Unit, Additional Residential' means a use, building or structure that may be used for human habitation

and is customarily incidental, subordinate and exclusively devoted to the principal use or main building, and located on the same lot therein.

Dwelling Unit, Additional Residential means a residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential dwelling unit. The additional residential unit includes a separate entrance, kitchen facilities, washroom facilities, and living space from the primary residential dwelling unit.

Dwelling Unit, Primary Residential means a single detached, semi-detached, or town house dwelling for the purpose of the definition of additional residential dwelling unit.

5.02 By-law No. 1993-15 of the Village of Omemee is amended by deleting subsection 3.21 as it relates to Accessory Dwelling Units from Part 3 – General Provisions and replacing it with subsection 3.21 Additional Residential Dwelling Units:

Part 3 – General Provisions

3.21 Additional Residential Dwelling Units

Notwithstanding the permitted uses, maximum densities and minimum gross floor areas listed elsewhere in this By-law, additional residential dwelling units are permitted in all zones that permit single detached, semi-detached, or town house dwelling units, subject to the following provisions:

- i. A maximum of two (2) additional residential dwelling units, one (1) within the same building as the primary residential dwelling unit and one (1) within an accessory building or structure to the primary residential dwelling unit.
- ii. Unless otherwise stated, all zone provisions continue to apply to an additional residential dwelling unit.
- iii. An additional residential dwelling unit located in an accessory building or structure shall be in accordance with the provisions in subsection 3.1. An accessory building or structure containing an accessory residential dwelling unit located on an upper storey shall have a maximum height of 10 m and minimum yard setback of 1.2 m.
- iv. A lot has frontage on an improved public street, maintained year round.
- v. A minimum lot area of 0.4 ha (4000 sq. m.) on private services.
- vi. The floor area of the additional residential dwelling unit is equal to, or less than, the gross floor area, excluding attached garage floor area of the primary residential dwelling unit without any modification to the building's bulk or massing.
- vii. Where applicable, an additional residential dwelling unit shall not be permitted on a lot which contains a bed and breakfast establishment.

- viii. At a minimum, on-site parking shall be provided in accordance with the requirements for the primary residential dwelling unit. Where there is a home occupation in an additional residential dwelling unit, parking shall be in accordance with the subsection 3.14 for a home occupation use.
- ix. An additional residential dwelling unit shall be accessed from the street via a walkway or driveway.
- x. An additional residential dwelling unit or part thereof shall not be within the EP Zone, floodplain or water setback.
- xi. Compliance with the provisions of the Ontario Building Code, Fire Code and all other relevant municipal and provincial standards.
- xii. Registration of the additional residential dwelling unit in accordance with the City's Additional Residential Unit Registration By-law.

Section 6:00 Village of Sturgeon Point Zoning By-law 339

6.01 By-law No. 339 of the Village of Sturgeon Point is amended by adding the following definitions in alphabetical order to Section Two Definitions and by adding subsection 3.24 Additional Residential Dwelling Units to Section Three General Provisions:

Section Two Definitions

Accessory Building Or Structure in conjunction with 'Dwelling Unit, Additional Residential' means a use, building or structure that may be used for human habitation and is customarily incidental, subordinate and exclusively devoted to the principal use or main building, and located on the same lot therein.

Dwelling Unit, Additional Residential means a residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential dwelling unit. The additional residential unit includes a separate entrance, kitchen facilities, washroom facilities, and living space from the primary residential dwelling unit.

Dwelling Unit, Primary Residential means a single detached, semi-detached, or townhouse dwelling for the purpose of the definition of additional residential dwelling unit.

Section Three General Provisions

3.24 Additional Residential Dwelling Units

Notwithstanding the permitted uses, maximum densities and minimum gross floor areas listed elsewhere in this By-law, additional residential dwelling units are permitted in all zones that permit single detached, semi-detached, or townhouse dwelling units, subject to the following provisions:

- i. A maximum of two (2) additional residential dwelling units, one (1) within the same building as the primary residential dwelling unit and one (1) within an accessory building or structure to the primary residential dwelling unit.
- ii. A lot may have an additional residential dwelling unit in addition to a garden suite, approved through a Temporary Use By-law.
- iii. Unless otherwise stated, all zone provisions continue to apply to an additional residential dwelling unit.
- iv. An additional residential dwelling unit located in an accessory building or structure shall be in accordance with the provisions in subsection 3.1. An accessory building or structure containing an accessory residential dwelling unit located on an upper storey shall have a maximum height of 10 m and minimum yard setback of 1.2 m.
- v. A lot has frontage on an improved public street, maintained year round.
- vi. A minimum lot area of 0.4 ha (4000 sq. m.) on private services.
- vii. The floor area of the additional residential dwelling unit is equal to, or less than, the gross floor area, excluding attached garage floor area of the primary residential dwelling unit without any modification to the building's bulk or massing.
- viii. At a minimum, on-site parking shall be provided in accordance with the requirements for the primary residential dwelling unit. Where there is a home occupation in an additional residential dwelling unit, parking shall be in accordance with subsection 3.11 for a home occupation use.
- ix. An additional residential dwelling unit shall be accessed from the street via a walkway or driveway.
- x. An additional residential dwelling unit or part thereof shall not be within the floodplain or water setback.
- xi. Compliance with the provisions of the Ontario Building Code, Fire Code and all other relevant municipal and provincial standards.
- xii. Registration of the additional residential dwelling unit in accordance with the City's Additional Residential Unit Registration By-law.

Section 7:00 Village of Woodville Zoning By-law 1993-9

- 7.01 By-law No. 1993-9 of the Village of Woodville is amended by adding the following definitions in alphabetical order to Part 2 – Definitions and by adding subsection 3.22 Additional Residential Dwelling Units to Part 3 – General Provisions:

Part 2 – Definitions

Accessory Building Or Structure in conjunction with 'Dwelling Unit, Additional Residential' means a use, building or structure that may be used for human habitation and is customarily incidental, subordinate and exclusively devoted to the principal use or main building, and located on the same lot therein.

Dwelling Unit, Additional Residential means a residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential dwelling unit. The additional residential unit includes a separate entrance, kitchen facilities, washroom facilities, and living space from the primary residential dwelling unit.

Dwelling Unit, Primary Residential means a single detached, semi-detached, or town house dwelling for the purpose of the definition of additional residential dwelling unit.

Part 3 – General Provisions

3.22 Additional Residential Dwelling Units

Notwithstanding the permitted uses, maximum densities and minimum gross floor areas listed elsewhere in this By-law, additional residential dwelling units are permitted in all zones that permit single detached, semi-detached, or town house dwelling units, subject to the following provisions:

- i. A maximum of two (2) additional residential dwelling units, one (1) within the same building as the primary residential dwelling unit and one (1) within an accessory building or structure to the primary residential dwelling unit.
- ii. Unless otherwise stated, all zone provisions continue to apply to an additional residential dwelling unit.
- iii. An additional residential dwelling unit located in an accessory building or structure shall be in accordance with the provisions in subsection 3.1. An accessory building or structure containing an accessory residential dwelling unit located on an upper storey shall have a maximum height of 10 m and minimum yard setback of 1.2 m.
- iv. A lot has frontage on an improved public street, maintained year round.
- v. A minimum lot area of 0.4 ha (4000 sq. m.) on private services.
- vi. The floor area of the additional residential dwelling unit is equal to, or less than, the gross floor area, excluding attached garage floor area of the primary residential dwelling unit without any modification to the building's bulk or massing.
- vii. Where applicable, an additional residential dwelling unit shall not be permitted on a lot which contains a bed and breakfast establishment.
- viii. At a minimum, on-site parking shall be provided in accordance with the requirements for the primary residential dwelling unit. Where there is a home

occupation in an additional residential dwelling unit, parking shall be in accordance with subsection 3.15 for a home occupation use.

- ix. An additional residential dwelling unit shall be accessed from the street via a walkway or driveway.
- x. An additional residential dwelling unit or part thereof shall not be within the EP Zone, floodplain or water setback.
- xi. Compliance with the provisions of the Ontario Building Code, Fire Code and all other relevant municipal and provincial standards.
- xii. Registration of the additional residential dwelling unit in accordance with the City's Additional Residential Unit Registration By-law.

Section 8:00 Township of Bexley Zoning By-law 93-09

8.01 By-law No. 93-09 of the Township of Bexley is amended by adding the following definitions in alphabetical order to Part 2 – Definitions and by adding subsection 3.22 Additional Residential Dwelling Units to Part 3 – General Provisions:

Part 2 – Definitions

Accessory Building Or Structure in conjunction with 'Dwelling Unit, Additional Residential' means a use, building or structure that may be used for human habitation and is customarily incidental, subordinate and exclusively devoted to the principal use or main building, and located on the same lot therein.

Dwelling Unit, Additional Residential means a residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential dwelling unit. The additional residential unit includes a separate entrance, kitchen facilities, washroom facilities, and living space from the primary residential dwelling unit.

Dwelling Unit, Primary Residential means a single detached, semi-detached, or town house dwelling for the purpose of the definition of additional residential dwelling unit.

Part 3 – General Provisions

3.22 Additional Residential Dwelling Units

Notwithstanding the permitted uses, maximum densities and minimum gross floor areas listed elsewhere in this By-law, additional residential dwelling units are permitted in all zones that permit single detached, semi-detached, or town house dwelling units, subject to the following provisions:

- i. A maximum of two (2) additional residential dwelling units, one (1) within the same building as the primary residential dwelling unit and one (1) within an accessory building or structure to the primary residential dwelling unit.

- ii. Notwithstanding subsection 3.21, a lot may have an additional residential dwelling unit in addition to a garden suite, approved through a Temporary Use By-law, or a second single detached dwelling in accordance with subsection 7.2.1.11.
- iii. Unless otherwise stated, all zone provisions continue to apply to an additional residential dwelling unit.
- iv. An additional residential dwelling unit located in an accessory building or structure shall be in accordance with the provisions in subsection 3.1. An accessory building or structure containing an accessory residential dwelling unit located on an upper storey shall have a maximum height of 10 m and minimum yard setback of 1.2 m.
- v. A lot has frontage on an improved public street, maintained year round.
- vi. A minimum lot area of 0.4 ha (4000 sq. m.) on private services.
- vii. The floor area of the additional residential dwelling unit is equal to, or less than, the gross floor area, excluding attached garage floor area of the primary residential dwelling unit without any modification to the building's bulk or massing.
- viii. Where applicable, an additional residential dwelling unit shall not be permitted on a lot which contains a bed and breakfast establishment.
- ix. At a minimum, on-site parking shall be provided in accordance with the requirements for the primary residential dwelling unit. Where there is a home occupation in an additional residential dwelling unit, parking shall be in accordance with subsection 3.14 for a home occupation use.
- x. An additional residential dwelling unit shall be accessed from the street via a walkway or driveway.
- xi. An additional residential dwelling unit or part thereof shall not be within the EP Zone, floodplain or water setback.
- xii. Compliance with the provisions of the Ontario Building Code, Fire Code and all other relevant municipal and provincial standards.
- xiii. Registration of the additional residential dwelling unit in accordance with the City's Additional Residential Unit Registration By-law.
- xiv. City's Additional Residential Unit Registration By-law.

Section 9:00 Township of Carden Zoning By-law 79-2

- 9.01 By-law No. 79-2 of the Township of Carden is amended by adding the following definitions in alphabetical order to Section 15 Definitions and by adding subsection 14.28 Additional Residential Dwelling Units to Section 14 General Provisions:

Section 15 Definitions

Accessory Building Or Structure in conjunction with 'Dwelling Unit, Additional Residential' means a use, building or structure that may be used for human habitation and is customarily incidental, subordinate and exclusively devoted to the principal use or main building, and located on the same lot therein.

Dwelling Unit, Additional Residential means a residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential dwelling unit. The additional residential unit includes a separate entrance, kitchen facilities, washroom facilities, and living space from the primary residential dwelling unit.

Dwelling Unit, Primary Residential means a single detached, semi-detached, or town house dwelling for the purpose of the definition of additional residential dwelling unit.

Section 14 General Provisions

14.28 Additional Residential Dwelling Units

Notwithstanding the permitted uses, maximum densities and minimum gross floor areas listed elsewhere in this By-law, additional residential dwelling units are permitted in all zones that permit single detached, semi-detached, or town house dwelling units, subject to the following provisions:

- i. A maximum of two (2) additional residential dwelling units, one (1) within the same building as the primary residential dwelling unit and one (1) within an accessory building or structure to the primary residential dwelling unit.
- ii. Notwithstanding subsection 14.27, a lot may have an additional residential dwelling unit in addition to a garden suite, approved through a Temporary Use By-law, or a second dwelling unit in accordance with subsection 7.2 I.
- iii. Unless otherwise stated, all zone provisions continue to apply to an additional residential dwelling unit.
- iv. An additional residential dwelling unit located in an accessory building or structure shall be in accordance with the provisions in the subsection 14.1. An accessory building or structure containing an accessory residential dwelling unit located on an upper storey shall have a maximum height of 10 m and minimum yard setback of 1.2 m.
- v. A lot has frontage on an improved public street, maintained year round.
- vi. A minimum lot area of 0.4 ha (4000 sq. m.) on private services.
- vii. The floor area of the additional residential dwelling unit is equal to, or less than, the gross floor area, excluding attached garage floor area of the primary residential dwelling unit without any modification to the building's bulk or massing.

- viii. Where applicable, an additional residential dwelling unit shall not be permitted on a lot which contains a bed and breakfast establishment.
- ix. At a minimum, on-site parking shall be provided in accordance with the requirements for the primary residential dwelling unit. Where there is a home occupation in an additional residential dwelling unit, parking shall be in accordance with the section 14.14.
- x. An additional residential dwelling unit shall be accessed from the street via a walkway or driveway.
- xi. An additional residential dwelling unit or part thereof shall not be within the EP Zone, floodplain or water setback.
- xii. Compliance with the provisions of the Ontario Building Code, Fire Code and all other relevant municipal and provincial standards.
- xiii. Registration of the additional residential dwelling unit in accordance with the City's Additional Residential Unit Registration By-law.

Section 10:00 Township of Dalton Zoning By-law 10-77

10.01 By-law No. 10-77 of the Township of Dalton is amended by adding the following definitions in alphabetical order to Section 15 Definitions and by adding subsection 14.31 Additional Residential Dwelling Units to Section 14 General Provisions:

Section 15 Definitions

Accessory Building Or Structure in conjunction with 'Dwelling Unit, Additional Residential' means a use, building or structure that may be used for human habitation and is customarily incidental, subordinate and exclusively devoted to the principal use or main building, and located on the same lot therein.

Dwelling Unit, Additional Residential means a residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential dwelling unit. The additional residential unit includes a separate entrance, kitchen facilities, washroom facilities, and living space from the primary residential dwelling unit.

Dwelling Unit, Primary Residential means a single detached, semi-detached, or town house dwelling for the purpose of the definition of additional residential dwelling unit.

Section 14 General Provisions

14.31 Additional Residential Dwelling Units

Notwithstanding the permitted uses, maximum densities and minimum gross floor areas listed elsewhere in this By-law, additional residential dwelling units are permitted in all

zones that permit single detached, semi-detached, or town house dwelling units, subject to the following provisions:

- i. A maximum of two (2) additional residential dwelling units, one (1) within the same building as the primary residential dwelling unit and one (1) within an accessory building or structure to the primary residential dwelling unit.
- ii. Notwithstanding subsection 14.30, a lot may have an additional residential dwelling unit in addition to a garden suite, approved through a Temporary Use By-law, or a second single detached dwelling in accordance with subsection 14.29.
- iii. Unless otherwise stated, all zone provisions continue to apply to an additional residential dwelling unit.
- iv. An additional residential dwelling unit located in an accessory building or structure shall be in accordance with the provisions in subsection 14.1. An accessory building or structure containing an accessory residential dwelling unit located on an upper storey shall have a maximum height of 10 m and minimum yard setback of 1.2 m.
- v. A lot has frontage on an improved public street, maintained year round.
- vi. A minimum lot area of 0.4 ha (4000 sq. m.) on private services.
- vii. The floor area of the additional residential dwelling unit is equal to, or less than, the gross floor area, excluding attached garage floor area of the primary residential dwelling unit without any modification to the building's bulk or massing.
- viii. At a minimum, on-site parking shall be provided in accordance with the requirements for the primary residential dwelling unit. Where there is a home occupation in an additional residential dwelling unit, parking shall be in accordance with subsection 14.16.
- ix. An additional residential dwelling unit shall be accessed from the street via a walkway or driveway.
- x. An additional residential dwelling unit or part thereof shall not be within the EP Zone, floodplain or water setback.
- xi. Compliance with the provisions of the Ontario Building Code, Fire Code and all other relevant municipal and provincial standards.
- xii. Registration of the additional residential dwelling unit in accordance with the City's Additional Residential Unit Registration By-law.

Section 11:00 Township of Eldon Zoning By-law 94-14

11.01 By-law No. 94-14 of the Township of Eldon is amended by adding the following definitions in alphabetical order to Part 2 – Definitions and by adding subsection 3.22 Additional Residential Dwelling Units to Part 3 – General Provisions:

Part 2 – Definitions

Accessory Building Or Structure in conjunction with ‘Dwelling Unit, Additional Residential’ means a use, building or structure that may be used for human habitation and is customarily incidental, subordinate and exclusively devoted to the principal use or main building, and located on the same lot therein.

Dwelling Unit, Additional Residential means a residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential dwelling unit. The additional residential unit includes a separate entrance, kitchen facilities, washroom facilities, and living space from the primary residential dwelling unit.

Dwelling Unit, Primary Residential means a single detached, semi-detached, or town house dwelling for the purpose of the definition of additional residential dwelling unit.

Part 3 – General Provisions

3.22 Additional Residential Dwelling Units

Notwithstanding the permitted uses, maximum densities and minimum gross floor areas listed elsewhere in this By-law, additional residential dwelling units are permitted in all zones that permit single detached, semi-detached, or town house dwelling units, subject to the following provisions:

- i. A maximum of two (2) additional residential dwelling units, one (1) within the same building as the primary residential dwelling unit and one (1) within an accessory building or structure to the primary residential dwelling unit.
- ii. Notwithstanding subsection 3.21, a lot may have an additional residential dwelling unit in addition to a garden suite, approved through a Temporary Use By-law, or a second single detached dwelling in accordance with subsection 7.2.1.11.
- iii. Unless otherwise stated, all zone provisions continue to apply to an additional residential dwelling unit.
- iv. An additional residential dwelling unit located in an accessory building or structure shall be in accordance with the provisions in subsection 3.1. An accessory building or structure containing an accessory residential dwelling unit located on an upper storey shall have a maximum height of 10 m and minimum yard setback of 1.2 m.
- v. A lot has frontage on an improved public street, maintained year round.
- vi. A minimum lot area of 0.4 ha (4000 sq. m.) on private services.

- vii. The floor area of the additional residential dwelling unit is equal to, or less than, the gross floor area, excluding attached garage floor area of the primary residential dwelling unit without any modification to the building's bulk or massing.
- viii. Where applicable, an additional residential dwelling unit shall not be permitted on a lot which contains a bed and breakfast establishment.
- ix. At a minimum, on-site parking shall be provided in accordance with the requirements for the primary residential dwelling unit. Where there is a home occupation in an additional residential dwelling unit, parking shall be in accordance with subsection 3.14.
- x. An additional residential dwelling unit shall be accessed from the street via a walkway or driveway.
- xi. An additional residential dwelling unit or part thereof shall not be within the EP Zone, floodplain or water setback.
- xii. Compliance with the provisions of the Ontario Building Code, Fire Code and all other relevant municipal and provincial standards.
- xiii. Registration of the additional residential dwelling unit in accordance with the City's Additional Residential Unit Registration By-law.
- xiv. City's Additional Residential Unit Registration By-law.

Section 12:00 Township of Emily Zoning By-law 1996-30

12.01 By-law No. 1996-30 of the Township of Emily is amended by adding the following definitions in alphabetical order to Part 2 – Definitions and by adding subsection 3.22 Additional Residential Dwelling Units to Part 3 – General Provisions:

Part 2 – Definitions

Accessory Building Or Structure in conjunction with 'Dwelling Unit, Additional Residential' means a use, building or structure that may be used for human habitation and is customarily incidental, subordinate and exclusively devoted to the principal use or main building, and located on the same lot therein.

Dwelling Unit, Additional Residential means a residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential dwelling unit. The additional residential unit includes a separate entrance, kitchen facilities, washroom facilities, and living space from the primary residential dwelling unit.

Dwelling Unit, Primary Residential means a single detached, semi-detached, or town house dwelling for the purpose of the definition of additional residential dwelling unit.

Part 3 – General Provisions

3.22 Additional Residential Dwelling Units

Notwithstanding the permitted uses, maximum densities and minimum gross floor areas listed elsewhere in this By-law, additional residential dwelling units are permitted in all zones that permit single detached, semi-detached, or town house dwelling units, subject to the following provisions:

- i. A maximum of two (2) additional residential dwelling units, one (1) within the same building as the primary residential dwelling unit and one (1) within an accessory building or structure to the primary residential dwelling unit.
- ii. Notwithstanding subsection 3.21, a lot may have an additional residential dwelling unit in addition to a garden suite, approved through a Temporary Use By-law, or a second dwelling unit in accordance with subsection 7.2.1.11.
- iii. Unless otherwise stated, all zone provisions continue to apply to an additional residential dwelling unit.
- iv. An additional residential dwelling unit located in an accessory building or structure shall be in accordance with the provisions in subsection 3.1. An accessory building or structure containing an accessory residential dwelling unit located on an upper storey shall have a maximum height of 10 m and minimum yard setback of 1.2 m.
- v. A lot has frontage on an improved public street, maintained year round.
- vi. A minimum lot area of 0.4 ha (4000 sq. m.) on private services.
- vii. The floor area of the additional residential dwelling unit is equal to, or less than, the gross floor area, excluding attached garage floor area of the primary residential dwelling unit without any modification to the building's bulk or massing.
- viii. Where applicable, an additional residential dwelling unit shall not be permitted on a lot which contains a bed and breakfast establishment.
- ix. At a minimum, on-site parking shall be provided in accordance with the requirements for the primary residential dwelling unit. Where there is a home occupation in an additional residential dwelling unit, parking shall be in accordance with subsection 3.14.
- x. An additional residential dwelling unit shall be accessed from the street via a walkway or driveway.
- xi. An additional residential dwelling unit or part thereof shall not be within the EP Zone, floodplain or water setback.
- xii. Compliance with the provisions of the Ontario Building Code, Fire Code and all other relevant municipal and provincial standards.

- xiii. Registration of the additional residential dwelling unit in accordance with the City's Additional Residential Unit Registration By-law.

Section 13:00 Township of Fenelon Zoning By-law 12-95

13.01 By-law No. 12-95 of the Township of Fenelon is amended by adding the following definitions in alphabetical order to Part 2 – Definitions and by adding subsection 3.22 Additional Residential Dwelling Units to Part 3 – General Provisions:

Part 2 – Definitions

Accessory Building Or Structure in conjunction with 'Dwelling Unit, Additional Residential' means a use, building or structure that may be used for human habitation and is customarily incidental, subordinate and exclusively devoted to the principal use or main building, and located on the same lot therein.

Dwelling Unit, Additional Residential means a residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential dwelling unit. The additional residential unit includes a separate entrance, kitchen facilities, washroom facilities, and living space from the primary residential dwelling unit.

Dwelling Unit, Primary Residential means a single detached, semi-detached, or town house dwelling for the purpose of the definition of additional residential dwelling unit.

Part 3 – General Provisions

3.22 Additional Residential Dwelling Units

Notwithstanding the permitted uses, maximum densities and minimum gross floor areas listed elsewhere in this By-law, additional residential dwelling units are permitted in all zones that permit single detached, semi-detached, or town house dwelling units, subject to the following provisions:

- i. A maximum of two (2) additional residential dwelling units, one (1) within the same building as the primary residential dwelling unit and one (1) within an accessory building or structure to the primary residential dwelling unit.
- ii. Notwithstanding subsection 3.21, a lot may have an additional residential dwelling unit in addition to a garden suite, approved through a Temporary Use By-law, or a second single detached dwelling in accordance with subsection 8.2.1.11.
- iii. Unless otherwise stated, all zone provisions continue to apply to an additional residential dwelling unit.
- iv. An additional residential dwelling unit located in an accessory building or structure shall be in accordance with the provisions in subsection 3.1. An accessory building or structure containing an accessory residential dwelling unit located on an upper storey shall have a maximum height of 10 m and minimum yard setback of 1.2 m.

- v. A lot has frontage on an improved public street, maintained year round.
- vi. A minimum lot area of 0.4 ha (4000 sq. m.) on private services.
- vii. The floor area of the additional residential dwelling unit is equal to, or less than, the gross floor area, excluding attached garage floor area of the primary residential dwelling unit without any modification to the building's bulk or massing.
- viii. Where applicable, an additional residential dwelling unit shall not be permitted on a lot which contains a bed and breakfast establishment.
- ix. At a minimum, on-site parking shall be provided in accordance with the requirements for the primary residential dwelling unit. Where there is a home occupation in an additional residential dwelling unit, parking shall be in accordance with subsection 3.14 for a home occupation use.
- x. An additional residential dwelling unit shall be accessed from the street via a walkway or driveway.
- xi. An additional residential dwelling unit or part thereof shall not be within the EP Zone, floodplain or water setback.
- xii. Compliance with the provisions of the Ontario Building Code, Fire Code and all other relevant municipal and provincial standards.
- xiii. Registration of the additional residential dwelling unit in accordance with the City's Additional Residential Unit Registration By-law.

Section 14:00 United Townships of Laxton, Digby and Longford Zoning By-law 32-83

14.01 By-law No. 32-83 of the Townships of Laxton, Digby and Longford is amended by adding the following definitions in alphabetical order to Section 19 Definitions and by adding subsection 18.31 Additional Residential Dwelling Units to Section 18 General Provisions:

Section 19 Definitions

Accessory Building Or Structure in conjunction with 'Dwelling Unit, Additional Residential' means a use, building or structure that may be used for human habitation and is customarily incidental, subordinate and exclusively devoted to the principal use or main building, and located on the same lot therein.

Dwelling Unit, Additional Residential means a residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential dwelling unit. The additional residential unit includes a separate entrance, kitchen facilities, washroom facilities, and living space from the primary residential dwelling unit.

Dwelling Unit, Primary Residential means a single detached, semi-detached, or town house dwelling for the purpose of the definition of additional residential dwelling unit.

Section 18 General Provisions

18.31 Additional Residential Dwelling Units

Notwithstanding the permitted uses, maximum densities and minimum gross floor areas listed elsewhere in this By-law, additional residential dwelling units are permitted in all zones that permit single detached, semi-detached, or town house dwelling units, subject to the following provisions:

- i. A maximum of two (2) additional residential dwelling units, one (1) within the same building as the primary residential dwelling unit and one (1) within an accessory building or structure to the primary residential dwelling unit.
- ii. Notwithstanding subsection 18.30, a lot may have an additional residential dwelling unit in addition to a garden suite, approved through a Temporary Use By-law, or a second dwelling unit in accordance with subsection 9.2 j.
- iii. Unless otherwise stated, all zone provisions continue to apply to an additional residential dwelling unit.
- iv. An additional residential dwelling unit located in an accessory building or structure shall be in accordance with the provisions in subsection 18.1. An accessory building or structure containing an accessory residential dwelling unit located on an upper storey shall have a maximum height of 10 m and minimum yard setback of 1.2 m.
- v. A lot has frontage on an improved public street, maintained year round.
- vi. A minimum lot area of 0.4 ha (4000 sq. m.) on private services.
- vii. The floor area of the additional residential dwelling unit is equal to, or less than, the gross floor area, excluding attached garage floor area of the primary residential dwelling unit without any modification to the building's bulk or massing.
- viii. Where applicable, an additional residential dwelling unit shall not be permitted on a lot which contains a bed and breakfast establishment.
- ix. At a minimum, on-site parking shall be provided in accordance with the requirements for the primary residential dwelling unit. Where there is a home occupation in an additional residential dwelling unit, parking shall be in accordance with subsection 18.13.
- x. An additional residential dwelling unit shall be accessed from the street via a walkway or driveway.

- xi. An additional residential dwelling unit or part thereof shall not be within the floodplain or water setback.
- xii. Compliance with the provisions of the Ontario Building Code, Fire Code and all other relevant municipal and provincial standards.
- xiii. Registration of the additional residential dwelling unit in accordance with the City's Additional Residential Unit Registration By-law.

Section 15:00 Township of Manvers Zoning By-law 87-06

15.01 By-law No. 87-06 of the Township of Manvers is amended by adding the following definitions in alphabetical order to Section 21 Definitions and by adding subsection 20.30 Additional Residential Dwelling Units to Section 20 General Provisions:

Section 21 Definitions:

Accessory Building Or Structure in conjunction with 'Dwelling Unit, Additional Residential' means a use, building or structure that may be used for human habitation and is customarily incidental, subordinate and exclusively devoted to the principal use or main building, and located on the same lot therein.

Dwelling Unit, Additional Residential means a residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential dwelling unit. The additional residential unit includes a separate entrance, kitchen facilities, washroom facilities, and living space from the primary residential dwelling unit.

Dwelling Unit, Primary Residential means a single detached, semi-detached, or town house dwelling for the purpose of the definition of additional residential dwelling unit.

Section 20 General Provisions:

20.30 Additional Residential Dwelling Units

Notwithstanding the permitted uses, maximum densities and minimum gross floor areas listed elsewhere in this By-law, additional residential dwelling units are permitted in all zones that permit single detached, semi-detached, or town house dwelling units, subject to the following provisions:

- i. A maximum of two (2) additional residential dwelling units, one (1) within the same building as the primary residential dwelling unit and one (1) within an accessory building or structure to the primary residential dwelling unit.
- ii. Notwithstanding subsection 20.29, a lot may have an additional residential dwelling unit in addition to a garden suite, approved through a Temporary Use By-law, or a second single detached dwelling in accordance with subsection 20.28.

- iii. Unless otherwise stated, all zone provisions continue to apply to an additional residential dwelling unit.
- iv. An additional residential dwelling unit located in an accessory building or structure shall be in accordance with the provisions in subsection 20.1. An accessory building or structure containing an accessory residential dwelling unit located on an upper storey shall have a maximum height of 10 m and minimum yard setback of 1.2 m.
- v. A lot has frontage on an improved public street, maintained year round.
- vi. A minimum lot area of 0.4 ha (4000 sq. m.) on private services.
- vii. The floor area of the additional residential dwelling unit is equal to, or less than, the gross floor area, excluding attached garage floor area of the primary residential dwelling unit without any modification to the building's bulk or massing.
- viii. Where applicable, an additional residential dwelling unit shall not be permitted on a lot which contains a bed and breakfast establishment.
- ix. At a minimum, on-site parking shall be provided in accordance with the requirements for the primary residential dwelling unit. Where there is a home occupation in an additional residential dwelling unit, parking shall be in accordance with subsection 20.12.
- x. An additional residential dwelling unit shall be accessed from the street via a walkway or driveway.
- xi. An additional residential dwelling unit or part thereof shall not be within the floodplain or water setback.
- xii. Compliance with the provisions of the Ontario Building Code, Fire Code and all other relevant municipal and provincial standards.
- xiii. Registration of the additional residential dwelling unit in accordance with the City's Additional Residential Unit Registration By-law.

Section 16:00 Township of Mariposa Zoning By-law 94-07

16.01 By-law No. 94-07 of the Township of Mariposa is amended by adding the following definitions in alphabetical order to Part 2 – Definitions and by adding subsection 3.23 Additional Residential Dwelling Units to Part 3 – General Provisions:

Part 2 – Definitions

Accessory Building Or Structure in conjunction with 'Dwelling Unit, Additional Residential' means a use, building or structure that may be used for human habitation

and is customarily incidental, subordinate and exclusively devoted to the principal use or main building, and located on the same lot therein.

Dwelling Unit, Additional Residential means a residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential dwelling unit. The additional residential unit includes a separate entrance, kitchen facilities, washroom facilities, and living space from the primary residential dwelling unit.

Dwelling Unit, Primary Residential means a single detached, semi-detached, or town house dwelling for the purpose of the definition of additional residential dwelling unit.

Part 3 – General Provisions

3.23 Additional Residential Dwelling Units

Notwithstanding the permitted uses, maximum densities and minimum gross floor areas listed elsewhere in this By-law, additional residential dwelling units are permitted in all zones that permit single detached, semi-detached, or town house dwelling units, subject to the following provisions:

- i. A maximum of two (2) additional residential dwelling units, one (1) within the same building as the primary residential dwelling unit and one (1) within an accessory building or structure to the primary residential dwelling unit.
- ii. Notwithstanding subsection 3.22, a lot may have an additional residential dwelling unit in addition to a garden suite, approved through a Temporary Use By-law, or a second single detached dwelling in accordance with subsection 8.2.1.10.
- iii. Unless otherwise stated, all zone provisions continue to apply to an additional residential dwelling unit.
- iv. An additional residential dwelling unit located in an accessory building or structure shall be in accordance with the provisions in subsection 3.1. An accessory building or structure containing an accessory residential dwelling unit located on an upper storey shall have a maximum height of 10 m and minimum yard setback of 1.2 m.
- v. A lot has frontage on an improved public street, maintained year round.
- vi. A minimum lot area of 0.4 ha (4000 sq. m.) on private services.
- vii. The floor area of the additional residential dwelling unit is equal to, or less than, the gross floor area, excluding attached garage floor area of the primary residential dwelling unit without any modification to the building's bulk or massing.
- viii. Where applicable, an additional residential dwelling unit shall not be permitted on a lot which contains a bed and breakfast establishment.

- ix. At a minimum, on-site parking shall be provided in accordance with the requirements for the primary residential dwelling unit. Where there is a home occupation in an additional residential dwelling unit, parking shall be in accordance with subsection 3.14 for a home occupation use.
- x. An additional residential dwelling unit shall be accessed from the street via a walkway or driveway.
- xi. An additional residential dwelling unit or part thereof shall not be within the EP Zone, floodplain or water setback.
- xii. Compliance with the provisions of the Ontario Building Code, Fire Code and all other relevant municipal and provincial standards.
- xiii. Registration of the additional residential dwelling unit in accordance with the City's Additional Residential Unit Registration By-law.

Section 17:00 Township of Ops Zoning By-law 93-30

17.01 By-law No. 93-30 of the Township of Ops is amended by adding the following definitions in alphabetical order to Section 19: Definitions and by adding subsection 2.28 Additional Residential Dwelling Units to Section 2: General Provisions:

Section 19: Definitions

Accessory Building Or Structure

In conjunction with 'Dwelling Unit, Additional Residential' means a use, building or structure that may be used for human habitation and is customarily incidental, subordinate and exclusively devoted to the principal use or main building, and located on the same lot therein.

Dwelling Unit, Additional Residential

A residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential dwelling unit. The additional residential unit includes a separate entrance, kitchen facilities, washroom facilities, and living space from the primary residential dwelling unit.

Dwelling Unit, Primary Residential

A single detached, semi-detached, or townhouse dwelling for the purpose of the definition of additional residential dwelling unit.

Section 2: General Provisions

2.28 Additional Residential Dwelling Units

Notwithstanding the permitted uses, maximum densities and minimum gross floor areas listed elsewhere in this By-law, additional residential dwelling units are permitted in all

zones that permit single detached, semi-detached, or townhouse dwelling units, subject to the following provisions:

- i. A maximum of two (2) additional residential dwelling units, one (1) within the same building as the primary residential dwelling unit and one (1) within an accessory building or structure to the primary residential dwelling unit.
- ii. Notwithstanding subsection 19.27, a lot may have an additional residential dwelling unit in addition to a garden suite, approved through a Temporary Use By-law, or a second dwelling unit in accordance with the applicable zoning provisions.
- iii. Unless otherwise stated, all zone provisions continue to apply to an additional residential dwelling unit.
- iv. An additional residential dwelling unit located in an accessory building or structure shall be in accordance with the provisions in section 2.1. An accessory building or structure containing an accessory residential dwelling unit located on an upper storey shall have a maximum height of 10 m and minimum yard setback of 1.2 m.
- v. A lot has frontage on an improved street, maintained year round.
- vi. A minimum lot area of 0.4 ha (4000 sq. m.) on private services.
- vii. The floor area of the additional residential dwelling unit is equal to, or less than, the gross floor area, excluding attached garage floor area of the primary residential dwelling unit without any modification to the building's bulk or massing.
- viii. Where applicable, an additional residential dwelling unit shall not be permitted on a lot which contains a bed and breakfast.
- ix. At a minimum, on-site parking shall be provided in accordance with the requirements for the primary residential dwelling unit. Where there is a home occupation in an additional residential dwelling unit, parking shall be in accordance with subsection 2.17.8 for a home occupation use.
- x. An additional residential dwelling unit shall be accessed from the street via a walkway or driveway.
- xi. An additional residential dwelling unit or part thereof shall not be within the HL Zone, floodplain or water setback.
- xii. Compliance with the provisions of the Ontario Building Code, Fire Code and all other relevant municipal and provincial standards.
- xiii. Registration of the additional residential dwelling unit in accordance with the City's Additional Residential Unit Registration By-law.

Section 18:00 Township of Somerville Zoning By-law 78-4

18.01 By-law No. 78-4 of the Township of Somerville is amended by adding the following definitions in alphabetical order to Section 19 Definitions and by adding subsection 18.29 Additional Residential Dwelling Units to Section 18 General Provisions:

Section 19 Definitions

Accessory Building Or Structure in conjunction with ‘Dwelling Unit, Additional Residential’ means a use, building or structure that may be used for human habitation and is customarily incidental, subordinate and exclusively devoted to the principal use or main building, and located on the same lot therein.

Dwelling Unit, Additional Residential means a residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential dwelling unit. The additional residential unit includes a separate entrance, kitchen facilities, washroom facilities, and living space from the primary residential dwelling unit.

Dwelling Unit, Primary Residential means a single detached, semi-detached, or town house dwelling for the purpose of the definition of additional residential dwelling unit.

Section 18 General Provisions

18.29 Additional Residential Dwelling Units

Notwithstanding the permitted uses, maximum densities and minimum gross floor areas listed elsewhere in this By-law, additional residential dwelling units are permitted in all zones that permit single detached, semi-detached, or town house dwelling units, subject to the following provisions:

- i. A maximum of two (2) additional residential dwelling units, one (1) within the same building as the primary residential dwelling unit and one (1) within an accessory building or structure to the primary residential dwelling unit.
- ii. Notwithstanding subsection 18.28, a lot may have an additional residential dwelling unit in addition to a garden suite, approved through a Temporary Use By-law, or a second single detached dwelling use in accordance with subsection 18.27.
- iii. Unless otherwise stated, all zone provisions continue to apply to an additional residential dwelling unit.
- iv. An additional residential dwelling unit located in an accessory building or structure shall be in accordance with the provisions in subsection 18.1. An accessory building or structure containing an accessory residential dwelling unit located on an upper storey shall have a maximum height of 10 m and minimum yard setback of 1.2 m.
- v. A lot has frontage on an improved public street, maintained year round.

- vi. A minimum lot area of 0.4 ha (4000 sq. m.) on private services.
- vii. The floor area of the additional residential dwelling unit is equal to, or less than, the gross floor area, excluding attached garage floor area of the primary residential dwelling unit without any modification to the building's bulk or massing.
- viii. Where applicable, an additional residential dwelling unit shall not be permitted on a lot which contains a bed and breakfast establishment.
- ix. At a minimum, on-site parking shall be provided in accordance with the requirements for the primary residential dwelling unit. Where there is a home occupation in an additional residential dwelling unit, parking shall be in accordance with subsection 18.13 a. for a home occupation use.
- x. An additional residential dwelling unit shall be accessed from the street via a walkway or driveway.
- xi. An additional residential dwelling unit or part thereof shall not be within the EP Zone, flood plain or water setback.
- xii. Compliance with the provisions of the Ontario Building Code, Fire Code and all other relevant municipal and provincial standards.
- xiii. Registration of the additional residential dwelling unit in accordance with the City's Additional Residential Unit Registration By-law.

Section 19:00 Township of Verulam Zoning By-law 6-87

19.01 By-law No. 6-87 of the Township of Verulam is amended by adding the following definitions in alphabetical order to Section 4 Definitions and by adding subsection 5.27 Additional Residential Dwelling Units to Section 5 General Provisions:

Section 4 Definitions

"Accessory Building Or Structure" in conjunction with 'Dwelling Unit, Additional Residential' means a use, building or structure that may be used for human habitation and is customarily incidental, subordinate and exclusively devoted to the principal use or main building, and located on the same lot therein.

"Dwelling Unit, Additional Residential" means a residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential dwelling unit. The additional residential unit includes a separate entrance, kitchen facilities, washroom facilities, and living space from the primary residential dwelling unit.

"Dwelling Unit, Primary Residential" means a single detached, semi-detached, or town house dwelling for the purpose of the definition of additional residential dwelling unit.

Section 5 General Provisions

5.27 Additional Residential Dwelling Units

Notwithstanding the permitted uses, maximum densities and minimum gross floor areas listed elsewhere in this By-law, additional residential dwelling units are permitted in all zones that permit single detached, semi-detached, or town house dwelling units, subject to the following provisions:

- i. A maximum of two (2) additional residential dwelling units, one (1) within the same building as the primary residential dwelling unit and one (1) within an accessory building or structure to the primary residential dwelling unit.
- ii. Notwithstanding subsection 5.26, a lot may have an additional residential dwelling unit in addition to a garden suite, approved through a Temporary Use By-law, or a second single detached dwelling in accordance with subsection 5.25.
- iii. Unless otherwise stated, all zone provisions continue to apply to an additional residential dwelling unit.
- iv. An additional residential dwelling unit located in an accessory building or structure shall be in accordance with the provisions in subsection 5.1. An accessory building or structure containing an accessory residential dwelling unit located on an upper storey shall have a maximum height of 10 m and minimum yard setback of 1.2 m.
- v. A lot has frontage on an improved street, maintained year round.
- vi. A minimum lot area of 0.4 ha (4000 sq. m.) on private services.
- vii. The floor area of the additional residential dwelling unit is equal to, or less than, the gross floor area, excluding attached garage floor area of the primary residential dwelling unit without any modification to the building's bulk or massing.
- viii. Where applicable, an additional residential dwelling unit shall not be permitted on a lot which contains a bed and breakfast establishment.
- ix. At a minimum, on-site parking shall be provided in accordance with the requirements for the primary residential dwelling unit. Where there is a home occupation in an additional residential dwelling unit, parking shall be in accordance with section 5.14.
- x. An additional residential dwelling unit shall be accessed from the street via a walkway or driveway.
- xi. An additional residential dwelling unit or part thereof shall not be within the OS Zone, floodplain or water setback.
- xii. Compliance with the provisions of the Ontario Building Code, Fire Code and all other relevant municipal and provincial standards.

- xiii. Registration of the additional residential dwelling unit in accordance with the City's Additional Residential Unit Registration By-law.

Section 20:00 Effective Date

20.01 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 15 day of December, 2020.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

The Corporation of the City of Kawartha Lakes

By-Law 2020-xxx

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

[File D00-99-032, Report PLAN2020-057, respecting Oak Ridges Moraine Area, former Township of Manvers, City of Kawartha Lakes]

Recitals:

1. Sections 16(3) and 35.1(1) of the Planning Act require that official plan policies and zoning by-laws authorize the use of additional residential units.
2. 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.
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 2020-xxx.

Section 1:00 Zoning Details

- 1.01 Property Affected:** The Property affected by this by-law is described as lands within the Oak Ridges Moraine Area in the former Township of Manvers, City of Kawartha Lakes.
- 1.02 Textual Amendment:** By-Law No. 2005-133 of the Oak Ridges Moraine is further amended by adding the following definitions in alphabetical order to Section 3 Definitions and by adding subsection 5.31 Additional Residential Dwelling Units to Section 5 General Provisions:

Section 3 Definitions:

Dwelling Unit, Additional Residential shall mean a residential dwelling unit that is self-contained, subordinate to and located within the same building as the primary residential dwelling unit. The additional residential unit includes a separate entrance, kitchen facilities, washroom facilities, and living space from the primary residential dwelling unit.

Dwelling Unit, Primary Residential shall mean a single dwelling unit for the purpose of the definition of additional residential dwelling unit.

5.31 Additional Residential Dwelling Units

Notwithstanding the permitted uses, maximum densities and minimum floor areas listed elsewhere in this By-law, additional residential dwelling units are permitted subject to the following provisions:

- i) A maximum of one (1) additional residential dwelling unit within the same building as the primary residential dwelling unit.
- ii) Unless otherwise stated, all zone provisions continue to apply to an additional residential dwelling unit.
- iii) A lot has frontage on an improved public street, maintained year round.
- iv) A minimum lot area of 0.4 ha (4000 sq. m.) on private services.
- v) The floor area of the additional residential dwelling unit is equal to, or less than, the gross floor area, excluding attached garage floor area of the primary residential dwelling unit without any modification to the building's bulk or massing.
- vi) An additional residential dwelling unit shall not be permitted on a lot which contains a bed and breakfast establishment.
- vii) At a minimum, on-site parking shall be provided in accordance with the requirements for the primary residential dwelling unit. Where there is a home business in an additional residential dwelling unit, parking shall be in accordance with section 5.12 Parking Requirements.
- viii) An additional residential dwelling unit shall be accessed from the street via a walkway or driveway.
- ix) An additional residential dwelling unit or part thereof shall not be within the ORMCA Zone, ORMLA Zone, ORMEP Zone, floodplain or water setback.
- x) Compliance with the provisions of the Ontario Building Code, Fire Code and all other relevant municipal and provincial standards.
- xi) Registration of the additional residential dwelling unit in accordance with the City's Additional Residential Unit Registration 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 15 day of December, 2020.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

The Corporation of the City of Kawartha Lakes

By-Law 2020-xxx

A By-law to Repeal and Replace By-law 2014-305, Being a By-law To Register Additional Residential Units in the City of Kawartha Lakes

Recitals

1. The Municipal Act, 2001, S.O. 2001, c. 25, Sections 10(2)6 and 10(2)8, authorize municipal councils to pass by-laws respecting the health, safety and well-being of persons, and for protection of persons and property.
2. The Municipal Act, 2001, Section 391(3) allows municipalities to establish fees to cover the costs incurred by the municipality related to administration and enforcement.
3. Council, through By-law Nos. 2020-xxx, 2020-xxx, 2020-xxx, 2020-xxx, and 2020-xxx, that give effect to Official Plan Amendment Nos. 39 (City of Kawartha Lakes Official Plan), 60 (Town of Lindsay Official Plan) 19 (Fenelon Falls Official Plan), 55 (Ops Official Plan), and 139 (Victoria County Official Plan), respectively, deems it appropriate to regulate and register additional residential units.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2020-xxx.

Section 1.00: Definitions and Interpretation

1.01 Definitions: In this by-law,

“Chief Building Official” means the person appointed by Council to discharge the duties of the chief building official pursuant to the Building Code Act.

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

"City Clerk" means the person appointed by Council to discharge the duties of the clerk described in section 228 of the Municipal Act, 2001;

“Council” or “City Council” means the municipal council for the City;

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

“Registrar” means the Chief Building Official for the City of Kawartha Lakes, or his/her designate for the purpose of administering this By-law.

- 1.02 **Additional Definitions:** For the purposes of this By-law, the Registrar will rely on the applicable municipal Zoning By-law for Definitions of the following terms:
- (a) “Additional Residential Unit”
 - (b) “Dwelling”
 - (c) “Dwelling Unit”
 - (d) “Semi-Detached Dwelling”
 - (e) “Single Detached Dwelling”
 - (f) “Townhouse Dwelling”
- 1.03 **Interpretation Rules:** The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.
- 1.04 **Areas Affected:** This By-law affects properties where the applicable Zoning By-law permits single detached, semi-detached or townhouse dwelling units and accessory buildings or structures thereto.
- 1.05 **Eligibility:** Notwithstanding 1.04, if the additional residential unit is located anywhere within the geographic area of the City of Kawartha Lakes and was created prior to November 16, 1995, and has been continuously occupied, it is eligible for registration under this by-law.
- 1.06 **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.
- 1.07 **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: Registration

- 2.01 **Register Additional Residential Units:** Every owner of a property with an additional residential unit must first register each additional residential unit with the Registrar in accordance with this By-law.
- 2.02 **Proof:** The onus of providing proof that an additional residential unit meets the requirements for registration in accordance with this By-law is on the owner(s).
- 2.03 **Prior to Registration:** Property owner(s) of an additional residential unit shall obtain a building permit under the Building Code Act, as amended, and as deemed necessary by the chief building official for each additional residential unit on the property with satisfactory final inspections completed. The additional residential unit(s) must comply with the relevant provisions set out in the accompanying Zoning By-law.

2.04 **Fee and Application:**

- (a) The owner(s) shall pay to the City of Kawartha Lakes a non-refundable registration and administration fee in accordance with Schedule E-3 of the Consolidated Fees By-law; and
- (b) The owner(s) shall submit a completed Application Form for Registration of Additional Residential Units, maintained in the office of the Registrar.

2.05 **Addressing and Signage:** Upon completion of registration, a municipal address will be assigned to the additional dwelling unit(s) and it is the owner's responsibility to display the address for the accessory dwelling unit so that it is visible from the street.

2.06 **Exemption:** A dwelling unit registered under the Registration By-law 97-169 or By-law 2014-305 is considered to be registered for the purposes Section 2.01 of this By-law.

Section 3.00: Enforcement, Offence and Penalties

3.01 **Prohibition:** No person shall establish, operate or permit the occupancy of an additional residential unit on a property, unless the additional residential unit is registered in accordance with this By-law.

3.02 **Enforcement:** This by-law may be enforced by every municipal law enforcement officer and police officer or any person appointed by Council.

3.03 **Offence and Penalty:** It is an offence for a person to contravene any provision of this by-law, and every person who contravenes this by-law is guilty of an offence and, on conviction, is liable to a fine in accordance with the provisions of the Provincial Offences Act, R.S.O. 1990, Chapter P.33, as amended and to any other applicable penalty.

3.04 **Offences:** Any person who contravenes any provision of this by-law is guilty of an offence, and upon conviction, is liable to a maximum fine of not more than \$100,000.00, as provided for by Section 429 of the Municipal Act, 2001, S.O.2001, c.25 as amended.

3.05 **Corporation:** A director or officer of a corporation who knowingly concurs in the violation or contravention by the corporation of any provision of this by-law is guilty of an offence and upon conviction, is liable to a maximum fine of not more than \$100,000.00, as provided for by Section 429 of the Municipal Act, 2001, S.O.2001, c.25, as amended.

3.06 **Multiple Offences:** The conviction of a person for the contravention or breach of any provision of this by-law shall not operate as a bar to the prosecution against the same person for any subsequent or continued breach or contravention of any provision of this by-law. Each day that the offence continues shall be deemed a separate and distinct offence.

3.07 **Court Order:** 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.

Section 4.00: Administration and Effective Date

- 4.01 **Administration of the By-law:** The Chief Building Official, or his/her designate, is responsible for the administration of this By-law.
- 4.02 **Effective Date:** This By-law shall come into force on the date it is finally passed.

Section 5.00: Repeals

- 5.01 **Repeal:** By-law 2014-305 is repealed.

By-law read a first, second and third time, and finally passed, this 15 day of December, 2020.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

The Corporation of the City of Kawartha Lakes

By-Law 2020-

A By-law to Appoint a Member of Council to the City of Kawartha Lakes Committee of Adjustment for 2021 and to Repeal By-law 2019-187

Recitals

1. The Planning Act, R.S.O. 1990 Chapter P. 13, Subsection 44(1), as amended, provides that Council may by By-law constitute and appoint a Committee of Adjustment and pursuant to Subsection 44(3) that members who are members of a municipal council shall be appointed annually.
2. City of Kawartha Lakes By-law 2015-008 constituted the City of Kawartha Lakes Committee of Adjustment and delegated responsibilities to that Committee and an appointed official.
3. Council adopted Resolution 2019-732 giving direction to appoint Councillor Emmett Yeo to the Committee of Adjustment to December 31, 2020. Members of Council have been canvassed and it has been deemed appropriate to extend the appointment of Councillor Yeo to the Committee of Adjustment to December 31, 2021.
4. Council considers it advisable to appoint Councillor Emmett Yeo to the Committee of Adjustment to December 31, 2021.
5. By-law 2019-187 appointed a Member of Council to the City of Kawartha Lakes Committee of Adjustment to December 31, 2020 and may now be repealed.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2020-.

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 words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

- 1.03 **Statutes:** References to laws in this by-law are meant to refer to the statutes, as amended from time to time, that are applicable within the Province of Ontario.
- 1.04 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

Section 2.00: Appointment of Committee Member

- 2.01 The following member of Council is hereby appointed to the Committee of Adjustment until December 31, 2021:

Councillor Emmett Yeo.

Section 3.00: Effective Date

- 3.01 **Effective Date:** This By-law shall come into force on the date it is finally passed.

Section 4.00: Repeals

- 4.01 **Repeal:** By-law 2019-187 is repealed.

By-law read a first, second and third time, and finally passed, this 15th day of December, 2020.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

The Corporation of the City of Kawartha Lakes

By-law 2020-XXX

A By-Law to Confirm the Proceedings of a Regular Meeting of Council, Tuesday, December 15, 2020

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 2020-XXX.

Section 1.00: Confirmation

- 1.01 The actions of the Council at the following meeting:

Tuesday, December 15, 2020, 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 15th day of December 2020.

Andy Letham, Mayor

Cathie Ritchie, City Clerk