

The Corporation of the City of Kawartha Lakes Agenda

Regular Council Meeting

CC2021-08

Tuesday, April 20, 2021

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

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.	Council Minutes	20 - 53
	Regular Council Meeting, March 23, 2021	
	That the Minutes of the March 23, 2021 Regular Council Meeting, be received and adopted.	
6.	Deputations	
7.	Correspondence	
8.	Presentations	
9.	Committee of the Whole	
9.1.	Correspondence Regarding Committee of the Whole Recommendations	
9.2.	Committee of the Whole Minutes	54 - 68
	Committee of the Whole Meeting, April 6, 2021	
	That the Minutes of the April 6, 2021 Committee of the Whole Meeting be received and the recommendations, included in Section 9.3 of the Agenda, be adopted.	
9.3.	Business Arising from Committee of the Whole Minutes	

9.3.1. CW2021-083

That the deputation of Marsha Watts and Travis Doble, **regarding a Request for Water Bill Relief for 121-123 William Street North, Lindsay,** be received.

9.3.2. CW2021-084

That the owner of 121-123 William Street North, Lindsay, be offered a 6 month payment plan, waiving interest and penalty, for the payment of the high water bill that was received.

9.3.3. CW2021-085

That the deputation of Colleen Cook, and the supplementary petition, **regarding a Request for the Construction of a Culvert Under Pleasant Point Road,** be received.

9.3.4. CW2021-086

That the correspondence from Peter and Laura Wells, **regarding Concern Regarding the COVID-19 Lockdown,** be received.

9.3.5. CW2021-087

That the correspondence from Heather Kirby, Chair, Kawartha Lakes Food Coalition, and Aisha Malik, Chair, Food Security Working Group, **regarding Bill C-273 being a National Strategy for Guaranteed Basic Income,** be received.

9.3.6. CW2021-088

That the correspondence from Marina Hodson, Executive Director, Kawartha North Family Health Team, and Marg Cox, Executive Director, Point in Time Centre for Children, Youth and Parents, **regarding Bill C-273 being a National Strategy for Guaranteed Basic Income,** be received.

9.3.7. CW2021-089

That the correspondence from Steve Podolsky, Vice-Chair, Lindsay Downtown Business Improvement Association, and Melissa McFarland, Executive Director, Lindsay Downtown Business Improvement Association, **regarding a Request from the Lindsay Downtown BIA Regarding Garbage Containers for Privately Owned Buildings,** be received.

9.3.8. CW2021-090

That Staff prepare a report on the feasibility of regulations requiring property owners within Downtowns to provide a garbage bin for use by the tenants of their properties.

9.3.9. CW2021-091

That the petition received from Dennis Callaghan and Karen Lynch, **regarding a Presentation from the Committee to Rebuild the Ops Community Centre**, be received.

9.3.10. CW2021-092

That the presentation by Janine Mitchell, Manager of Social Services, **regarding a New Provincial Vision for Social Assistance**, be received.

9.3.11. CW2021-093

That the presentation by Laurie McCarthy, Economic Development Officer - Tourism, **regarding the Destination Development Plan**, be received.

9.3.12. CW2021-094

That Report ED2021-009, **Destination Development Plan** be received; and

That the Destination Development Plan as outlined in Appendix A be approved.

9.3.13. CW2021-095

That Report CAO2021-003, **Proposed Council Policy Review Program**, be received;

That the Council policies listed in Appendix B to report CAO2021-003, and substantially in their current form, be confirmed, renumbered and approved;

That the Council policies listed in Appendix C to report CAO2021-003, be rescinded; and

That the Council policies listed in Appendix D to report CAO2021-003, be referred to staff for review, with recommended changes brought back to Council for consideration and policy approval before end of Q4 2021.

9.3.14. CW2021-096

That Report CAO2021-004, **Ops Community Centre Property Utilization**, be received; and

That staff initiate a feasibility review of re-purposing the former arena facility space for other community recreational uses, including cost estimates, and report back to Council by the end of Q3, 2021.

9.3.15. CW2021-097

That Council direct staff to utilize the funds remaining in Project PR1903 - 950190301 (Ops Arena and Community Centre Design - with approximately \$130,000 remaining) to have a design prepared for the re-purposing of the Ops Community Centre as a dry-floor multi recreational space for the purpose of allowing a Capital Budget request to be prepared for inclusion in the 2022 Capital Budget if the concept is approved for implementation by Council when the report is brought back later in 2021.

9.3.16. CW2021-098

That Report CAO2021-005, **Olde Gaol Museum**, be received;

That the CAO be authorized to establish and accelerate the Cultural Master Plan and recruit for, a municipal museum curator, or equivalent, as soon as possible, and to be an established position within the Economic Development Division; and

That this position be funded through the 2021 Operating Budget.

9.3.17. CW2021-099

That Report CLK2021-005, **Election Sign By-law Update**, be received;

That the necessary by-law substantially in the form as Appendix A be brought forward for adoption; and

That By-law 2018-077, being A By-Law to Repeal and Replace By-law 2013-113 to Regulate the Placement of Election Signs in the City of Kawartha Lakes, be repealed.

9.3.18. CW2021-100

That Report RS2021-018, **Proposed Direct Sale of Portion of Denfield Road Property, Lindsay**, be received;

That the sale of a portion of the City-owned property located on Denfield Road, Lindsay and legally described as Part of the Northwest 1/4 of Lot 19, Concession 4, Part of the West 1/2 of Lot 20, Concession 4, Part of the East 1/2 of Lot 20, Concession 4, being Parts 4 and 5 on Plan 57R-8131 and Part 1 on Plan 57R-6668, Except Parts 4, 5, and 6 on Plan 57R-8228, Except Part 1 on Plan 57R-9268, Subject to R234883 and R234884, Subject to an Easement in Gross over Part 1 on Plan 57R-10493 as in KL122703, in the Geographic Township of Ops, City of Kawartha Lakes (PIN: 63237-1095 (LT)) to Wilson Staples Holdings Ltd., be supported, in principle, in accordance with the provisions of By-Law 2018-020, as amended, and the Municipal Act, 2001, and subject to the parties entering into a conditional Agreement of Purchase and Sale;

That the property be sold “as is” with respect to the zoning and Official Plan designation of the property, with the City making no representation or warranty pertaining to same. The purchaser is to rezone and redesignate the land at its own expense, should it wish to change the permitted uses on the property;

That the property be sold as one parcel, to merge with adjacent reserve holdings of the purchaser. The purchaser is to obtain part lot control or consent to sever, at its own expense, should it wish to subdivide the property and current reserve holdings into three separate lots;

That, notwithstanding section 5.03 of By-Law 2018-020, the property be appraised at highest and best use and at pre-servicing value and sold for no less than that amount, plus 5% to account for cash-in-lieu of parkland, plus all costs associated with the transaction;

That a by-law (with any amendments deemed necessary) to authorize disposition of the subject property shall be passed if appropriate; and

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

9.3.19. CW2021-101

That Report PRC2021-002, **50/50 Community Project Capital Fund**, be received.

9.3.20. CW2021-102

That Report PRC2021-003, **Community Partnership and Development Fund**, be received.

9.3.21. CW2021-103

That Report ED2021-005, **Listing Properties on the Heritage Register**, be received; and

That the proposed addition of non-designated properties listed in Appendix A to the City of Kawartha Lakes Heritage Register, as amended to remove 390 Tracey's Hill Road, be approved.

9.3.22. CW2021-104

That Report ED2021-016, **Arts, Culture, Heritage Recovery Fund** be received; and

That an additional \$49,081.90 be added to the current \$100,000 Arts, Culture and Heritage Recovery Fund allocation from the Pandemic Contingency Reserve to cover the total eligible fixed operating of all applicants.

9.3.23. CW2021-105

That Report HS2021-002, **Community Pandemic Recovery Fund Grants**, be received;

That the balance of \$205,668.22 in Lindsay Legacy CHEST Funds allocated to the Community Pandemic Recovery Fund but not awarded, be released to the Lindsay Legacy CHEST Fund Grant Committee and their distribution process be reinstated; and

That the balance of \$49,162.48 in City Contingency Reserve funds allocated to the Community Pandemic Recovery Fund but not awarded, be made available to eligible organizations located outside the geographical boundaries for eligibility for the Lindsay CHEST Fund through a second application process of the Community Pandemic Recovery Fund, to a maximum of \$7,500 per application.

9.3.24. CW2021-106

That the Memorandum from Councillor Ashmore, **regarding Kenhill Beach Road Drainage**, be received;

That staff be referred to inspect the ditching and drainage in this area on Kenhill Beach Road and on Long Beach Road and determine if remediation is required; and

That staff report back to Council by end of Q2 should any remediation be required.

9.3.25. CW2021-107

That the Memorandum from Councillor Ashmore, **regarding Improvements to Pleasant Point Canal**, be received;

That the Trent Severn Waterway be requested to review options to improve water quality within the Pleasant Point Canal;

That Staff explore municipal options to improve water quality within the Canal, including the option for a culvert; and

That Staff report back to Council by Q3, 2021 with options, including costing for solutions.

9.4. Items Extracted from Committee of the Whole Minutes

10. **Planning Advisory Committee**

10.1. Correspondence Regarding Planning Advisory Committee Recommendations

10.2. Planning Advisory Committee Minutes

69 - 75

Planning Advisory Committee Meeting, April 7, 2021

That the Minutes of the April 7, 2021 Planning Advisory Committee Meeting be received and the recommendations, included in Section 10.3 of the Agenda, be adopted.

10.3. Business Arising from Planning Advisory Committee Minutes

10.3.1. PAC2021-024

That Report PLAN2021-014, **Zoning By-law Amendment for 67, 73, 79 & 85 Lakeview Crescent, Township of Emily**, be received for information.

10.3.2. PAC2021-025

That Report PLAN2021-015, Registered Plan 383, Lots 61 to 68, 80 to 91, 94 to 116, 142 to 152 and Part of Lot 93, designated as Part 208, 57R-9054; Part of Lot 25, Concession 5, Geographic Township of Ops, Burcar Investments Ltd. – Application D06-2021-003, be received;

That the zoning by-law amendment, substantially in the form attached as Appendix 'D' to Report PLAN2021-015, be referred to Council for approval and adoption; and

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

10.3.3. PAC2021-026

That Report PLAN2021-017, Part Lot 10, Block K, RP 1, Parts 1 & 2, 57R-3320, former Town of Lindsay, City of Kawartha Lakes, identified as 3 Pottinger Street, Kuipers – D06-2021-005, be received;

That a Zoning By-law Amendment respecting application D06-2021-005, be prepared, approved and adopted by Council; and

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

10.3.4. PAC2021-027

That Report PLAN2021-018, Woodland Hills Community Inc. Amending Subdivision Agreement, be received;

That the Amending Subdivision Agreement for Woodland Hills, City of Kawartha Lakes, substantially in the form attached as Appendix C to Report PLAN2021-018 be approved by Council;

That the reduction of securities be considered based on the review by Staff of the completed works; and

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

10.4. Items Extracted from Planning Advisory Committee Minutes

11. **Consent Matters**

That all of the proposed resolutions shown in Section 11.1 of the Agenda be approved and adopted by Council in the order that they appear on the agenda and sequentially numbered.

11.1.	Reports	
11.1.1.	RS2021-007	76 - 109
	<p>Authorize the Amendments for a Grant of Easement in Favour of Enbridge Gas Inc. on Municipally Owned Land Behind the Properties Municipally known as 4 to 14 May Street, in the Geographic Village of Fenelon Falls, City of Kawartha Lakes (PIN 63155-0126) Robyn Carlson, City Solicitor</p> <p>That Report RS2021-007, Authorize the Amendments for a Grant of Easement in Favour of Enbridge Gas Inc. on Municipally Owned Land Behind the Properties Municipally known as 4 to 14 May Street, in the Geographic Village of Fenelon Falls, City of Kawartha Lakes (PIN 63155-0126), be received; and</p> <p>That Council direct the Mayor and Clerk to execute all documentation related to the completion of the grant of easement, substantially in the form as set out in Appendix E.</p>	
11.1.2.	RS2021-008	110 - 142
	<p>Authorize the Amended Easement in Favour of Enbridge Gas Inc. on Municipal Owned Land Behind 61 to 65 Colborne Street, in the Geographic Village of Fenelon Falls, City of Kawartha Lakes (PIN: 63155-0099) Robyn Carlson, City Solicitor</p> <p>That Report RS2021-008, Authorize the Amended Easement in Favour of Enbridge Gas Inc. on Municipal Owned Land Behind 61 to 65 Colborne Street, in the Geographic Village of Fenelon Falls, in the City of Kawartha Lakes, be received; and</p> <p>That Council direct the Mayor and Clerk to execute all documentation related to complete the grant of easement, substantially in the form as set out in Appendix E.</p>	
11.1.3.	RS2021-017	143 - 148
	<p>Acquisition of Land for Road Purposes – Lorneville Road Christine Oliver, Law Clerk - Realty Services</p>	

That Report RS2021-17, **Acquisition of Land for Road Purposed – Lorneville Road**, be received;

That the acquisition of Part of the north half of Lot 5, Concession 9, further described as Part 1 on 57R-10869 for road purposes be approved;

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

That the City be authorized to use the same solicitor as the applicant's for the closing of the transaction;

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

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

That the by-law be forwarded to Council for adoption.

11.1.4.

PUR2021-008

149 - 151

Request for Proposal 2021-12-OP Janitorial Services at Various Locations in the City of Kawartha Lakes

Ashley Wykes, Buyer

That Report PUR2021-008, **Request for Proposal 2021-12-OP Janitorial Services at Various Locations in the City of Kawartha Lakes**, be received;

That C.A. Sellers Cleaning Services Ltd., being the highest scoring proponent, be selected for the award of 2021-12-OP Janitorial Services at Various Locations in the City of Kawartha Lakes for a three-year term at a first year cost for services of \$598,078.00 not including HST;

That Council approve the three (3) – one (1) year optional renewal periods, with C.A. Sellers Janitorial Ltd., based on contract terms, annual budget approval, mutual agreement and successful completion of the initial three-year term;

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

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

Request for Tender 2021-08-ITT Co-Op for Supply and Delivery of Unleaded Gasoline and Diesel Fuel

Kristy Wilson, Junior Buyer

That Report PUR2021-012, **Request for Tender 2021-08-ITT Co-Op for Supply and Delivery of Unleaded Gasoline and Diesel Fuel**, be received;

That W.O. Stinson & Son Limited, being the highest scoring proponent, be selected for the award of 2021-08-ITT Supply and Delivery of Unleaded Gasoline and Diesel Fuel to City locations, based on the Toronto Rack Price in effect on March 4, 2021 plus Federal Excise Tax, Provincial Fuel Tax and Carbon Tax, with a estimated annual cost of \$1,997,363.90 (exclusive of HST).

That the City enter into one (1) - five (5) year optional , based on contract terms and conditions, annual budget approval, mutual agreement and successful completion of the initial five (5) year term;

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

That subject to the receipt of the required documents, the Procurement Division be authorized to issue a Purchase Order to W.O. Stinson & Son Limited for each operating years commencing June 1, 2021.

Single Source for Facility Condition and Capital Needs Assessments

Linda Lee, Buyer

Tauhid Khan, Asset Management Coordinator

That Report PUR2021-013, **Single Source for Facility Condition and Capital Need Assessments**, be received;

That Council authorize the single source purchase to the Ontario Clean Water Agency (OCWA) for the facility condition and capital needs assessment for the total amount of \$149,616.00 not including HST;

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

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

11.1.7.	<p>PLAN2021-016</p> <p>Springdale Gardens Phases 3 and 4 –Exemption from Part-Lot Control Provisions of the Planning Act; Removal of Holding; and Repeal of portions of Deeming By-law 90-12 at Carew Boulevard, Lindsay – Burcar Investments Limited Ian Walker, Planning Officer – Large Developments</p> <p>That Report PLAN2021-016, Registered Plan 383, Lots 61 to 68, 80 to 91, 94 to 116, 142 to 152 and Part of Lot 93, designated as Part 208, 57R-9054; Part of Lot 25, Concession 5, Geographic Township of Ops, Burcar Investments Limited – Applications D05-2021-002, D06-2021-003 and D30-2021-001, be received;</p> <p>That the Development Agreement for Burcar Investments Limited, Springdale Gardens Phases 3 & 4, substantially in the form attached as Appendix ‘C’ to Report PLAN2021-016, be approved by Council;</p> <p>That three (3) by-laws, substantially in the form attached as Appendices D, E, and F respectively to Report PLAN2021-016, be approved and adopted by Council; and</p> <p>That the Mayor and Clerk be authorized to execute any agreements, by-laws and documents required by the approval of these applications.</p>	159 - 232
11.1.8.	<p>ED2021-019</p> <p>Golden Horseshoe Food and Farming Alliance (GHFFA) ConnectON Asset Mapping Agreement Rebecca Mustard, Manager of Economic Development</p> <p>That Report ED2021-019, Golden Horseshoe Food and Farming Alliance (GHFFA) ConnectON Asset Mapping Agreement, be received; and</p> <p>That the Mayor and Clerk be authorized to execute the Terms and Conditions of Use and Data Sharing for ConnectON Asset Mapping (Appendix A).</p>	233 - 247
11.1.9.	<p>FIRE2021-002</p> <p>Fire Service Grant Transfer Payment Agreement Mark Pankhurst, Fire Chief</p>	248 - 264

That Report FIRE2021-002, **Fire Service Grant Transfer Payment Agreement**, be received;

That the agreement between the Corporation of the City of Kawartha Lakes and Her Majesty the Queen in right of Ontario as represented by the Office of the Fire Marshal, attached as Appendix A to report FIRE2021-002 be approved; and

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

11.1.10. HS2021-003 265 - 266

Physician Recruitment Reserve Request
Rod Sutherland, Director of Human Services

That Report HS2021-003, **Physician Recruitment Reserve Request**, be received; and

That payment of up to \$48,500 to the Kawartha Lakes Health Care Initiative (KLHCI) be authorized from the Doctor Recruitment Reserve to support a Physician Return of Service Agreement executed by KLHCI.

11.1.11. ENG2021-008 267 - 271

Request for Speed Posting – Thomas Drive, Beechnut Street, Elm Street and Jarvis Street
Joseph Kelly, Senior Engineering Technician

THAT Report ENG2021-008 **Request for Speed Posting – Thomas Drive, Beechnut Street, Elm Street and Jarvis Street** be received;

That the speed limit of Thomas Drive from a point 150m west of Crane Bay Road to Beechnut Street be posted at 40 km/h;

That the speed limit of Beechnut Street from Elm Street to the east end be posted at 40 km/h;

That the speed limit of Elm Street from the south end to the north end be posted at 40 km/h;

That the speed limit of Jarvis Street from the south end to Beechnut Street be posted at 40 km/h;

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

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

Request for Traffic Calming - Glengarry Road, Bethany

Joseph Kelly, Senior Engineering Technician

Report ENG2021-009 **Request for Traffic Calming – Glengarry Road, Bethany** be received;

That the current 50km/hr portion of Glengarry Road be included in the City Wide 40 Km Settlement Speed Area Zone initiative;

That the electronic speed board be temporarily deployed on Glengarry Road after speed area changes are implemented; and

That appropriate warning signs for children/park, and pedestrians be installed as recommended in the Ontario Traffic Manual.

11.2.	Items Extracted from Consent
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12.	Petitions
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13.	Other or New Business
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14.	By-Laws
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That the By-Laws shown in Section 14.1 of the Agenda, namely: Items 14.1.1 to and including 14.1.10 be read a first, second and third time, passed, numbered, signed and the corporate seal attached.

14.1.	By-Laws by Consent
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14.1.1.	CC2021-08.14.1.1	277 - 288
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A By-Law to Regulate the Placement of Election Signs in the City of Kawartha Lakes and Repeal By-law 2018-077

14.1.2.	CC2021-08.14.1.2	289 - 290
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A By-Law to Authorize the Acquisition of Land to Complete Lorneville Road, in the City of Kawartha Lakes

14.1.3.	CC2021-08.14.1.3	291 - 293
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A By-Law to Amend the Township of Ops Zoning By-law No. 93-30 to Rezone Land within the City Of Kawartha Lakes (Vacant Land on Carew Boulevard - Burcar Investments Ltd.)

14.1.4.	CC2021-08.14.1.4	294 - 296
	A By-Law To Amend The Town of Lindsay Zoning By-Law No. 2000-75 To Rezone Land Within The City Of Kawartha Lakes (3 Pottinger Street - Kuipers)	
14.1.5.	CC2021-08.14.1.5	297 - 301
	A By-Law To Temporarily Suspend The Application of Subsection 50(5) of the Planning Act For Certain Properties Within Kawartha Lakes	
	PIN # 63205-0540 (LT), PIN # 63205-0541 (LT), PIN # 63205-0865 (LT), PIN # 63205-0543 (LT), PIN # 63205-0866 (LT), PIN # 63205-0545 (LT), PIN # 63205-0546 (LT), PIN # 63205-0547 (LT), PIN # 63205-0570 (LT), PIN # 63205-0571 (LT), PIN # 63205-0572 (LT), PIN # 63205-0573 (LT), PIN # 63205-0574 (LT), PIN # 63205-0575 (LT), PIN # 63205-0576 (LT), PIN # 63205-0577 (LT), PIN # 63205-0578 (LT), PIN # 63205-0579 (LT), PIN # 63205-0580 (LT), PIN # 63205-0581 (LT), PIN # 63205-0582 (LT), PIN # 63205-0583 (LT), PIN # 63205-0584 (LT), PIN # 63205-0585 (LT), PIN # 63205-0586 (LT), PIN # 63205-0587 (LT), PIN # 63205-0588 (LT), PIN # 63205-0589 (LT), PIN # 63205-0590 (LT), PIN # 63205-0591 (LT), PIN # 63205-0592 (LT), PIN # 63205-0618 (LT), PIN # 63205-0619 (LT), PIN # 63205-0620 (LT), PIN # 63205-0621 (LT), PIN # 63205-0622 (LT), PIN # 63205-0623 (LT), PIN # 63205-0624 (LT), PIN # 63205-0625 (LT), PIN # 63205-0626 (LT), PIN # 63205-0627 (LT), PIN # 63205-0628 (LT), PIN # 63205-0558 (LT), PIN # 63205-0559 (LT), PIN # 63205-0560 (LT), PIN # 63205-0561 (LT), PIN # 63205-0562 (LT), PIN # 63205-0563 (LT), PIN # 63205-0564 (LT), PIN # 63205-0565 (LT), PIN # 63205-0566 (LT), PIN # 63205-0567 (LT), PIN # 63205-0568 (LT), PIN # 63205-0569 (LT) & PIN # 63205-0829 (LT) (Burcar Investments Ltd.)	
14.1.6.	CC2021-01.14.1.6	302 - 304
	A By-Law to Amend the Township of Ops Zoning By-Law No. 93-30 to Remove the Holding Symbol (H) from a Category on Property within the City of Kawartha Lakes (Vacant Land on Carew Boulevard - Burcar Investments Limited)	

14.1.7.	CC2021-08.14.1.7	305 - 308
	<p>A By-Law To Repeal A Deeming By-Law Previously Passed by The Township of Ops In Accordance With the Planning Act</p> <p>PIN #: See multiple PIN #'s in the By-law, Lots 61 to 68, 80 to 91, 94 to 116, 142 to 152 and Part of Lot 93, Plan 383, Geographic Township of Ops, Now City Of Kawartha Lakes</p>	
14.1.8.	CC2021-08.14.1.8	309 - 311
	<p>A By-Law to Prohibit Commercial Through Traffic of Any Weight Class from Using Broad Street, Wallace Drive, and Parts of Commerce Road</p>	
14.1.9.	CC2021-08.14.1.9	312 - 313
	<p>A By-Law to Amend By-Law 2005-328 being A By-Law to Establish Speed Limits (Thomas Drive, Beechnut Street, Elm Street and Jarvis Street)</p>	
14.1.10.	CC2021-08.14.1.10	314 - 315
	<p>A By-Law to Amend By-law 2005-328 being A By-Law to Establish Speed Limits (40 Area Speed Zone)</p>	
14.2.	By-Laws Extracted from Consent	
15.	Notice of Motion	
16.	Closed Session	
16.1.	Adoption of Closed Session Agenda	
16.2.	Disclosure of Pecuniary Interest in Closed Session Items	
16.3.	Move Into Closed Session	
	<p>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 16.3 of the Regular Council Meeting Agenda of Tuesday, April 20, 2021, namely Items 16.3.1 to and including 16.3.5.</p>	

16.3.1. CC2021-08.16.3.1

Confidential Closed Session Minutes, March 23, 2021 Regular Council Meeting

Municipal Act, 2001 s.239(2)(b) Personal Matters about Identifiable Individuals

Municipal Act, 2001 s.239(2)(c) A proposed or pending acquisition or disposition of land by the municipality or local board

Municipal Act, 2001 s.239(2)(i) A trade secret or financial information supplied in confidence to the municipality, 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

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 (2)(f) Advice that is subject to solicitor-client privilege, including communications necessary for that purpose

16.3.2. ED2021-015

Lindsay Downtown BIA Board Appointment

Municipal Act, 2001 s.239(2)(b) Personal Matters About Identifiable Individual(s)

Carlie Arbour, Economic Development Officer - Community

16.3.3. LGL2021-005

Litigation - 6343 Highway 35, Coboconk - Superior Court of Justice File CV-20-144

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

Robyn Carlson, City Solicitor

16.3.4. LGL2021-006

Omemeew Sewage Treatment - Large Subsurface Biosolids Disposal System - Superior Court of Justice File Numbers 0084/16/00A1 and CV-17-574831-A1

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.

Robyn Carlson, City Solicitor

16.3.5. CLK2021-006

2021 Accessibility Awareness Recognition Awards

Municipal Act, 2001 s.239(2)(b) Personal Matters about Identifiable Individuals

Barbara Condie, Accessibility Officer

17. Matters from Closed Session

18. Confirming By-Law

18.1. CC2021-08.18.1

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A By-Law to Confirm the Proceedings of the April 20, 2021 Regular Council Meeting

19. Adjournment

The Corporation of the City of Kawartha Lakes

Minutes

Regular Council Meeting

CC2021-07

Tuesday, March 23, 2021

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

This was an electronic participation meeting and public access to Council Chambers was not 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

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

Late Arrival: Councillor E. Yeo (1:41 p.m.)

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

Directors B. Robinson, J. Rojas, C. Shanks, J. Stover, R. Sutherland and City Solicitor R. Carlson, Planner II J. Derworiz, Manager of Municipal Law Enforcement A. Sloan and Manager of Economic Development R. Mustard 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

CR2021-152

Moved By Councillor Dunn

Seconded By Councillor Elmslie

That the Agenda for the Open Session of the Regular Council Meeting of Tuesday, March 23, 2021, be adopted as circulated and with the following amendment:

Addition

Item 14.1 Memorandum from Rebecca Mustard, Manager of Economic Development, Regarding Skills Development Fund Application

Carried

3. Disclosure of Pecuniary Interest

There were no declarations of pecuniary interest disclosed.

4. Kawartha Lakes-Haliburton Housing Corporation Shareholders Meeting

The Regular Council Meeting recessed at 1:04 p.m. for the Kawartha Lakes-Haliburton Housing Corporation Shareholders Meeting.

The Regular Council Meeting reconvened at 1:07 p.m.

5. Notices and Information by Members of Council and Staff

5.1 Council

Councillor Seymour-Fagan:

- The Bobcaygeon-Verulam Community Centre has been selected as one of four finalists for the 2021 Kraft Hockeyville Contest. Residents are encouraged to vote for the Bobcaygeon-Verulam Community Centre on April 9th and 10th; the winner of the contest will receive \$250,000.00 and will host a pre-season NHL game. The runner-ups will receive \$25,000.00.

Councillor Elmslie:

- Fenelon Falls was recently showcased in a news article within the Toronto Star; the article highlighted the variety of businesses that are available within Fenelon Falls.
- The reconstruction of Colborne Street in downtown Fenelon Falls is underway and is moving ahead of schedule. The project was originally going to pause at the end of May for the summer season but due to the progress that has been made that deadline may be extended to June 18th.

Councillor Ashmore:

- A new service club, being the Omemee Swans, has been established in Omemee.
- Congratulations were extended to local resident Jon Thurston who won silver for Canada at the 2020 World Wheelchair Curling Championship as a member of Canada's Wheelchair Curling Team.
- March is Epilepsy Awareness Month with March 26th being designated as "Purple Day" which is dedicated to increasing awareness about epilepsy.
- Pizza Day will be held at the Dunsford Community Centre on March 26th; pizza will be available for pick-up only by contacting the Dunsford Community Centre.

Councillor O'Reilly:

- A COVID-19 Vaccination Site has been set-up at the Lindsay Exhibition Grounds; vaccinations are available by appointment only. An additional Vaccination Site will be set up at the Fenelon Falls Community Centre in April.
- FLATO Developments recently donated \$25,000.00 to the Ross Memorial Hospital.
- Lakeland Extendicare Facility in Lindsay has announced that they will be expanding their facility to add an additional 96 beds.
- March 22nd was International Water Day which celebrates water and raises awareness of the 2.2 billion people living without access to safe water.

5.1.1 CC2021-07.5.1.1

Update on the Off Road Vehicle Use of City Roads Task Force

Councillor Dunn

Councillor Dunn provided an update on the Off Road Vehicle Use of City Roads Task Force. The Task Force held a Meeting on March 19th which included a public meeting component which provided an opportunity for 26 residents to speak to the Task Force. Councillor Dunn provided an overview of public input that has been submitted through the Jump In page dedicated to the issue of off road vehicle use of City roads and encouraged residents to complete a survey has been initiated to gain public input on the recommendations that are being considered by the Task Force; the survey is available at jumpinkawarthalakes.ca/orv.

Logie Park Award Announcement

Mayor Letham announced that the Ontario Parks Association has awarded the 2020 Urban Parks Design Award to Jenn Johnson, Manager of Parks, Recreation and Culture for the City of Kawartha Lakes. The award is in recognition of the re-development of Logie Park. Jenn Johnson and her entire team were congratulated on the award and were thanked for all of their effort and dedication to the completion of Logie Park. A video was played to showcase Logie Park.

5.2 Staff

6. Council Minutes

Regular Council Meeting Minutes, February 23, 2021

Special Council Meeting Minutes, March 16, 2021

CR2021-153

Moved By Councillor Elmslie

Seconded By Deputy Mayor O'Reilly

That the Minutes of the February 23, 2021 Regular Council Meeting and the March 16, 2021 Special Council Meeting, be received and adopted.

Carried

7. Deputations

8. Correspondence

8.1 CC2021-07.8.1

Correspondence Regarding Winter Parking Lot Maintenance in Downtown Lindsay

Melissa McFarland, Executive Director, Lindsay Downtown BIA

Stephen Podolsky, Vice-Chair, Lindsay Downtown BIA

CR2021-154

Moved By Deputy Mayor O'Reilly

Seconded By Councillor Elmslie

That the correspondence from Melissa McFarland, Executive Director, Lindsay Downtown BIA, and Stephen Podolsky, Vice-Chair, Lindsay Downtown BIA, **regarding Winter Parking Lot Maintenance in Downtown Lindsay**, be received and referred to Staff for inclusion in the report back to Council on Downtown Service Enhancements by the end of Q3, 2021.

Carried

8.2 CC2021-07.8.2

Correspondence Regarding Docking in Thurstonia

Brian Gray

Mayor Letham advised that additional correspondence regarding Docking had been submitted by David Webb.

CR2021-155

Moved By Councillor Seymour-Fagan

Seconded By Councillor Ashmore

That the correspondence from Brian Gray and David Webb, **regarding Docking**, be received and referred to Staff for inclusion in the public consultation process relating to the proposed amendments to the Dock Encroachment Policy.

Carried

9. Presentations

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 Meeting Minutes, March 9, 2021

CR2021-156

Moved By Councillor Seymour-Fagan

Seconded By Councillor Richardson

That the Minutes of the March 9, 2021 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 CW2021-047

That the deputation of Jane Gregory Gill, President, Victoria County Historical Society, **regarding Olde Gaol Museum Funding**, be received; and

That the funding request in the amount of \$132,000.00 be referred to the CAO for review and report back at April 6, 2021 Committee of the Whole Meeting on options that are available to assist the Victoria County Historical Society.

Carried

10.3.2 CW2021-048

That the deputation of David Webb, and supporting correspondence, **regarding Service Enhancements and a Plan of Action for Service Betterment**, be received.

Carried

10.3.3 CW2021-049

That the correspondence from Douglas and Joanne Burns, Stan Wallace, Mark and Angela McKinnon, Jeff Nester, Bill and Lori Bygrave, Darlene Marshall, Simon Giggs and Hanne Jakobsen-Giggs, **regarding Proposed Amendments to the Dock Encroachment Policy CP2018-001**, be received and referred to the public consultation process for consideration.

Carried

10.3.4 CW2021-050

That the presentation by Barb Condie, Accessibility Officer, **regarding the 2020-2021 Municipal Accessibility Master Plan Progress Report**, be received.

Carried

10.3.5 CW2021-051

That Report CLK2021-003, **2020-21 Municipal Accessibility Master Plan Progress Report**; be received.

Carried

10.3.6 CW2021-052

That the presentation by Ron Taylor, Chief Administrative Officer, and Craig Shanks, Director of Community Services, **regarding the Customer Service Program Update**, be received.

Carried

10.3.7 CW2021-053

That Report CS2021-001, **J.D. Edwards Case Management System Program Enhancements**, be received.

Carried

10.3.8 CW2021-054

That the presentation by Adam Found, Manager of Corporate Assets, and Sean-Michael Stephen, of Watson and Associates Economists, **regarding the Water-Wastewater Rate Study**, be received.

Carried

10.3.9 CW2021-055

That Report CA2021-002, **Water-Wastewater Rate Study**, be received;

That the Water-Wastewater Rate Study, including the Water Financial Plan appended thereto, prepared by Watson and Associates and attached as Appendix A to Report CA2021-002, be adopted;

That the Water-Wastewater Division forward the Water Financial Plan to the Ministry of Environment, Conservation and Parks in accordance with the requirements of Ontario Regulation 453/07; and

That the preparation of future plans and budgets, as well as the setting of future water and wastewater user rates, be guided by the Water-Wastewater Rate Study.

Carried

10.3.10 CW2021-056

That the presentation by Randy Mellow, Paramedic Chief, Todd MacDonald, President, Performance Concepts Consulting and John Prno, Performance Concepts Consulting, **regarding the Paramedic Master Plan**, be received.

Carried

10.3.11 CW2021-057

That the presentation by Jennifer Stover, Director of Corporate Services, **regarding the Long Range Financial Plan**, be received.

Carried

10.3.12 CW2021-058

That Report RS2021-016, **Proposed Amendments to Dock Encroachment Policy CP2018-001 – Update**, be received;

That staff be directed to obtain public input on the proposed draft policy amendments, including a further amendment to remove Hazel St., Thurstonia from the requirement that only front lot owners be permitted docking, and report back to Council by the end of Q3, 2021; and

That Hickory Beach agreement be brought back for discussion before License renewal.

Carried

10.3.13 CW2021-059

That Report ML2021-001, **Backyard Chickens**, be received;

That staff be directed to develop and amend the animal control by-law to remove Chickens as a prohibited animal and to provide additional amendments to allow for Backyard Chickens in certain residential areas for a 2-year trial pilot project, as outlined in Option 2;

That staff amend the Fees by-law to include a licensing fee for coop registration and inspection; and

That the necessary By-Laws be brought forward to Council for consideration in Q2 2021.

Carried

10.3.14 CW2021-060

That Report ML2020-003, **Parking Meters - Bobcaygeon**, be received;

That staff be directed to notify area stakeholders of the City's intent to remove existing on-street parking meters in Bobcaygeon effective May of 2021; and

That staff report back to Council at the May 4, 2021 Committee of the Whole meeting, including a summary of any stakeholder feedback, regarding meter removals.

Carried

10.3.15 CW2021-061

That Report CORP2021-003, **2020 Q4 Capital Close**, be received;

That the capital projects identified in Attachment A to Report CORP2021-003 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	\$ 706,877.39
Police Reserves	\$ 34,738.15
Sewer Infrastructure Reserve	\$ 1,466.27

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

- 932172201 - ***M/Y Coboconk Fire Hall Upgrades
- 928171901 - ***M/y Parks & Recreation Software

- 998161101 - Peel St WWW Design
- 950180500 - 2018 Recreation Facilities
- 950190400 - 2019 P&R Equipment
- 983190500 - 2019 Rural Resurfacing
- 983191301 - 2019 Municipal Drains

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

- 953170501 - ***M/Y Development 68 Lindsay St N
- 950151801 - ***M/Y Logie Park
- 928190104 - ***M/Y Disaster Recovery 2019-20
- 932190104 - ***M/Y Mariposa Fire Station
- 997130801 - 2013 Eldon Landfill
- 983160600 - 2016 Urban/Rural Reconstruction
- 998160501 - Pinewood Production Well
- 983170800 - 2017 Road Restoration WWW Projects
- 950180100 - 2018 Parkland Site works
- 998190400 - 2019 WWW Study & Special Projects
- 983200300 - 2020 Urban/Rural Reconstruction
- 983181200 - 2018 Parking
- 928190100 - 2019 IT Systems
- 932190100 - 2019 Fire Facilities
- 932190300 - 2019 Fire Equipment
- 938190300 - 2019 Paramedic Equipment
- 983191101 - 2019 Traffic Systems
- 932200100 - 2020 Fire Facilities
- 950200100 - 2020 Parkland Site works

- 950200300 - 2020 Recreation Facilities
- 950200500 - 2020 Cemeteries
- 998151701 - Colborne St SPS
- 997166101 - 2016 Pump Chamber Construction
- 998160201 - Water Operations Monitoring System
- 998161501 - WW Operating Monitoring System
- 983170100 - 2017 Bridges
- 983170300 - 2017 Urban/Rural Reconstruction
- 997170200 - 2017 Lindsay Landfill
- 998170100 - 2017 Watermain Replacement
- 998170500 - 2017 Wastewater Treatment
- 932180100 - 2018 Fire Facilities
- 950180200 - 2018 Parkland Facilities
- 983180100 - 2018 Bridges
- 983180300 - 2018 Urban/Rural Reconstruction
- 983181101 - 2018 Traffic Systems
- 998180300 - 2018 Water Distribution & WW Collection
- 998180400 - 2018 Water Treatment Program
- 998180500 - 2018 Wastewater Treatment
- 950190100 - 2019 Parkland Site works
- 950190300 - 2019 Recreation Facilities
- 950190500 - 2019 Cemeteries
- 983190100 - 2019 Bridges
- 983190300 - 2019 Urban/Rural Reconstruction
- 983190700 - 2019 Road Lifecycle Extension

- 997190100 - 2019 Landfill Site works
- 998190100 - 2019 Water Treatment Program
- 998190200 - 2019 Wastewater Treatment
- 998190300 - 2019 Water Distribution & WW Collection
- 932200300 - 2020 Fire Equipment
- 950200200 - 2020 Parkland Facilities
- 991200100 - 2020 PW Facilities
- 983200100 - 2020 Bridges
- 983200700 - 2020 Lifecycle Extension
- 921202701 - Locate Software
- 921204101 - Airport Capital Plan
- 921204201 - Bridge Structures Study

That the following projects be granted an extension to June 30, 2022:

- 921204101 - Airport Capital Plan
- 921204201 - Bridge Structures Study
- 921203601 - Commercial Lands Supply and Policy Review
- 921203701 - 2020 International Plowing Match
- 921203801 - Cultural Centre Feasibility Study
- 921204001 - Asset Management Plan

That the following projects be granted an extension to December 31, 2022:

- 950190103 - ***M/Y Bobcaygeon Beach Park
- 953190100 - 2019 B&P Facilities
- 921203501 - Secondary Plans and Aggregate Policy Study

That the following projects be granted an extension to June 30, 2023:

- 921203201 - Growth Management Strategy

- 921204301 - City Wide Speed Reduction; and

That the following project be granted an extension to December 31, 2023:

- 921203501 - Secondary Plans and Aggregate Policy Study

Carried

10.3.16 CW2021-062

That Report ED2021-010, **Municipal Heritage Committee Terms of Reference**, be received; and

That the proposed changes to the Kawartha Lakes Municipal Heritage Committee Terms of Reference, as outlined in Appendix A, be adopted.

Carried

10.3.17 CW2021-063

That Report WWW2021-001, **2020 Annual Waterworks Summary Report**, be received in accordance with reporting requirements of Ontario regulation 170/03 Schedule 22 and Section 11 under the Safe Drinking Water Act, 2002, for the following municipal, residential drinking water systems (DWS) owned by the City of Kawartha Lakes:

- Birch Point Estates Drinking Water System
- Bobcaygeon Drinking Water System
- Canadiana Shores Drinking Water System
- Fenelon Falls Drinking Water System
- Janetville Drinking Water System
- King's Bay Drinking Water System
- Kinmount Drinking Water System
- Lindsay Drinking Water System
- Manilla Drinking Water System (Woods of Manilla)
- Manorview Drinking Water System
- Mariposa Estates Drinking Water System
- Norland Drinking Water System
- Omemee Drinking Water System
- Pinewood Drinking Water System
- Pleasant Point Drinking Water System
- Sonya Drinking Water System

- Southview Estates Drinking Water System
- Victoria Place Drinking Water System
- Western Trent / Palmina Drinking Water System
- Woodfield Drinking Water System
- Woodville Drinking Water System

Carried

10.3.18 CW2021-064

That Report CLK2021-004, **Kawartha Lakes AAC 2020 Annual Activities Report and Proposed 2021 Work Plan**, be received; and

That the Kawartha Lakes AAC 2021 Work Plan be approved.

Carried

10.3.19 CW2021-065

That Report PLAN2021-009, **Environmental Advisory Committee (CKLEAC) 2021 Work Plan**, be received; and

That the 2021 proposed Environmental Advisory Committee Work Plan as outlined in Appendix B to Report PLAN2021-009 be approved.

Carried

10.3.20 CW2021-066

That Report ED2021-004, **Municipal Heritage Committee 2020 Work Summary and 2021 Work Plan**, be received; and

That the 2021 Municipal Heritage Committee Work Plan as outlined in Appendix B be approved.

Carried

10.3.21 CW2021-067

That Report ED2021-013, **Agricultural Development Advisory Committee 2021 Work Plan**, be received; and

That the Agricultural Development Advisory Committee 2021 Work Plan as outlined in Appendix B to Report ED2021-013 be approved.

Carried

10.3.22 CW2021-068

That Report ED2021-014, **Downtown Revitalization Committee Annual Report and 2021 Work Plan**, be received; and

That the 2021 Downtown Revitalization Committee Work Plan as outlined within this report be approved.

Carried

10.3.23 CW2021-069

That Report CS2021-002, **Fenelon Falls Museum Board Annual Report and 2021 Work Plan**, be received.

Carried

10.3.24 CW2021-070

That Report CEM2021-001, **Kawartha Lakes Cemetery Board Annual Report and 2021 Work Plan**, be received.

Carried

10.3.25 CW2021-071

That Report PRC 2021-001, **Parks Advisory Committee Annual Report and 2021 Work Plan**, be received.

Carried

10.3.26 CW2021-072

That Report ENG2021-007, **Kawartha Lakes Airport Advisory Committee Annual Report and 2021 Work Plan**, be received.

Carried

10.3.27 CW2021-073

That Report WM2021-003, **Lindsay Ops Landfill Public Review Committee 2020 Work Summary and 2021 Work Plan**, be received; and

That the 2021 Lindsay Ops Public Review Committee Work Plan attached to this report as Appendix A be approved by Council.

Carried

10.3.28 CW2021-074

That Report WM 2021-004, **Waste Management Advisory Committee 2020 Work Summary and 2021 Work Plan**, be received; and

That the 2021 Waste Management Advisory Committee Work Plan attached to this report as Appendix A be approved by Council.

Carried

10.3.29 CW2021-075

That Report WM2021-006, **Fenelon Landfill Public Review Committee 2020 Work Summary and 2021 Work Plan**, be received; and

That the 2021 Fenelon Landfill Public Review Committee Work Plan, as outlined in Appendix “A” to Report WM2021-006, be approved.

Carried

10.3.30 CW2021-076

That the Memorandum from Councillor Richardson, **Regarding Light Installation at Porter Road and Highway 7A**, be received; and

That Council approves the request for a streetlight at Porter Road and Highway 7A and that staff work with the Ministry of Transportation regarding the installation.

Carried

10.3.31 CW2021-077

That the Memorandum from Councillor Richardson, **regarding Janetville Subdivision Lifecycle Extension Program**, be received; and

That Manvers Drive, Neals Drive, Janet Drive, William Ave and Arbour Court be reviewed and considered for a future Lifecycle Extension Program.

Carried

10.3.32 CW2021-078

That the Memorandum from Councillor Ashmore, **regarding the Speed Reduction of Cedar Glen Road**, be received;

That staff investigate a section of Cedar Glen Road, being from Highway 36 to Log House Road, for consideration of a speed reduction to 60 km /hr.; and

That staff report back to Council by end of Q3 2021.

Carried

10.3.33 CW2021-079

That the Memorandum from Councillor Ashmore, **Regarding the Speed Reduction on Tracey's Hill Road**, be received;

That Staff investigate a section of Tracey's Hill Road, being from Centreline Road to Sturgeon Road, for a speed reduction to 60 km /hr.; and

That Staff report back to Council by end of Q3 2021.

Carried

10.3.34 CW2021-080

That the Memorandum from Councillor Ashmore and Councillor Richardson, **Regarding Pigeon Lake Management Plan Support**, be received; and

That Council give support for a multilateral agreement between all parties.

Carried

10.4 Items Extracted from Committee of the Whole Minutes

11. Planning Advisory Committee

11.1 Planning Advisory Committee Meeting, March 10, 2021

11.1.1 Correspondence Regarding Planning Advisory Committee Recommendations

11.1.1.1 CC2021-07.11.1.1.1

Correspondence Regarding Report PLAN2021-011, Amend the Somerville Zoning By-Law 78-45 at 41 Shadow Lake Road 16 - Park and Radford Park

(Item 11.1.3.2 on the Agenda, being PAC2021-014)

Stephanie Briley-Brand

Carl Brand

11.1.2 Planning Advisory Committee Minutes

Planning Advisory Committee Meeting Minutes, March 10, 2021

Special Planning Advisory Committee Meeting Minutes, March 10, 2021

(Secondary Plans LPAT)

CR2021-157

Moved By Councillor Veale

Seconded By Deputy Mayor O'Reilly

That the correspondence from Stephanie Briley-Brand and Carl Brand, regarding Report PLAN2021-011, Amend the Somerville Zoning By-Law 78-45 at 41 Shadow Lake Road 16, being item 11.1.1.1 on the Agenda, be received; and

That the Minutes of the March 10, 2021 Planning Advisory Committee Meeting and the March 10, 2021 Special Planning Advisory Committee Meeting (Secondary Plans LPAT), be received and the recommendations, included in Sections 11.1.3 and 11.1.4 of the Agenda, be adopted.

Carried

11.1.3 Business Arising from the March 10, 2021 Regular Planning Advisory Committee Meeting Minutes

11.1.3.1 PAC2021-013

That Report PLAN2021-008, **Zoning By-law Amendment for Cannabis Cultivation and Processing**, be received for information; and

That Report PLAN2021-008, Zoning By-law Amendment for Cannabis Cultivation and Processing, be referred back to staff to address issues raised through the public consultation process for further review until such time that all comments have been addressed.

Carried

11.1.3.2 PAC2021-014

That Report PLAN2021-011, **Amend the Somerville Zoning By-law 78-45 at 41 Shadow Lake Road 16 – Park and Radford-Park**, be received;

That a Zoning By-law Amendment respecting application D06-2021-002, substantially in the form attached as Appendix D to Report PLAN2021-011, 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

11.1.3.3 PAC2021-015

That the deputations of Emma Drake (Item 4.1), and Amanda Dougherty (Item 4.2), regarding matters on this agenda, be received.

Carried

11.1.3.4 PAC2021-016

That Report PLAN2021-010, **respecting Part Lot 10, Concession 12, Geographic Township of Mariposa, Bedard Sand and Gravel Limited – Application D06-2020-004**, be received;

That a Zoning By-law, respecting application D06-2020-004, substantially in the form attached as Appendix C, as amended, to Report PLAN2021-010 be approved for adoption by Council;

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

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

Carried

11.1.3.5 PAC2021-017

That Report PLAN2021-012, **Amend the Manvers Zoning By-law 87-06 at 174 Highway 7A - Connor**, be received;

That a Zoning By-law Amendment respecting application D06-2020-009, substantially in the form attached as Appendix D to Report PLAN2021-012, be approved and adopted by Council; and

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

Carried

11.1.4 Business Arising from the March 10, 2021 Special Planning Advisory Committee Meeting Minutes (Secondary Plans LPAT)

11.1.4.1 PAC2021-020

That the correspondence from the following parties, regarding Report PLAN2021-007, Urban Settlement Boundaries, be received:

- Ryan McQuaid
- Tom and Marilyn Bent
- Bruce and Donna MacAlpine
- Frances Ferguson
- Brent and Sharon Drew on behalf of Delmar and Margaret Drew
- Dale Woodcock
- James Webster (2)
- Tom Halinski of Aird Berlis (2)
- Alan Webster (2)
- Nicholas Macos of Black Sutherland LLP (2)

Carried

11.1.4.2 PAC2021-021

That Report PLAN2021-007, **Official Plan (2012) and General Amendment 13 Appeals – Urban Settlement Boundaries**, be received for information.

Carried

11.1.5 Items Extracted from March 10, 2021 Planning Advisory Committee Minutes

12. Consent Matters

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

Councillor Richardson Items 12.1.1 and 12.1.10

Councillor Dunn Items 12.1.2 and 12.1.3

Councillor Ashmore Item 12.1.6

Councillor Elmslie Item 12.1.9

Moved By Councillor Veale

Seconded By Councillor Richardson

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, 12.1.3, 12.1.6, 12.1.9 and 12.1.10, be

approved and adopted by Council in the order that they appear on the agenda and sequentially numbered.

Carried

12.1 Reports

12.1.4 CORP2021-009

2020 Annual Report on Council Remuneration and Expenses

Leanne Mitchell, Supervisor of Cost Accounting

CR2021-158

That Report CORP2021-009, **2020 Annual Report on Council Remuneration and Expenses**, be received.

Carried

12.1.5 PUR2021-004

Single Source for Elevator Improvements at the Victoria Park Armoury

Ashley Wykes, Buyer

CR2021-159

That Report PUR2021-004, **Single Source for Elevator Improvements at the Victoria Park Armoury**, be received;

That Council authorize the single source purchase to thyssenkrupp Elevator (Canada) Ltd. for elevator improvements at the Victoria Park Armoury for the total amount of \$165,713 not including HST; and

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

Carried

12.1.7 PUR2021-006

Purchase of Powered Air-Purifying Respirators (PAPR)

Launa Macey, Supervisor

Patricia Bromfield, Deputy Chief Operations

CR2021-160

That Report PUR2021-006, **Single Source for the Purchase of Powered Air-Purifying Respirators (PAPR)**, be received;

That Brafasco (HDS Canada Inc.) of Vaughn, ON be selected for the award for the Purchase of Powered Air-Purifying Respirators (PAPR) amount of \$144,924.00 plus HST;

That this project be financed in the amount of \$164,000.00 (including HST) from the Safe Restart Grant Portion of the Contingency Reserve;

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

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

Carried

12.1.8 PUR2021-007

2021-01-CQ Rehabilitation of Mill Pond Bridge

Linda Lee, Buyer

Martin Sadowski, Senior Engineering Technician

CR2021-161

That Report PUR2021-007, **2021-01-CQ Rehabilitation of Mill Pond Bridge**, be received;

That 2274084 Ontario Ltd o/a GMP Contracting be selected for the award of 2021-01-CQ Rehabilitation of Mill Pond Bridge for the total quoted amount of \$1,579,166.33 not including HST;

That D.M. Wills Associates Limited be awarded the Single Source for the Contract Administration and Inspection for the Rehabilitation of Mill Pond Bridge for the total quoted amount of \$124,280.00 not including HST plus a 10% Contingency;

That the additional expenditure of \$517,364 be funded from the uncommitted portion of the Capital Contingency Reserve (1.32248);

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

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

Carried

12.2 Items Extracted from Consent

12.1.1 LGL2021-003

Regulation of Nuisance Associated with Cannabis Cultivation and Processing Operations within the City of Kawartha Lakes

Robyn Carlson, City Solicitor

CR2021-162

Moved By Councillor Richardson

Seconded By Councillor Elmslie

That Report LGL2021-003, **Regulation of Nuisance associated with Cannabis Cultivation and Processing Operations within the City of Kawartha Lakes**, be received; and

That an amendment to the property standards by-law, as outlined in Appendix A to Report LGL2021-003, be brought forward to Council for adoption.

Carried

12.1.2 CORP2021-004

High Water Bill Relief - 53 Gee Crescent, Lindsay

Linda Liotti, Manager of Revenue and Taxation

CR2021-163

Moved By Councillor Dunn

Seconded By Councillor Elmslie

That Report CORP2021-004, **High Water Bill Relief – 53 Gee Cres, Lindsay**, be received;

That 50% of the difference between the high water bill and the average water bill for 53 Gee Crescent be credited back to the owner of 53 Gee Crescent; and

That the fees incurred for the testing of the water meter at 53 Gee Crescent be waived.

Carried

12.1.3 CORP2021-008

High Water Bill Relief - 181 Kent Street West, Lindsay

Linda Liotti, Manager of Revenue and Taxation

Mayor Letham advised that Neil Arbour, of APG Kent Street Properties Corp., submitted correspondence regarding the request for high water bill relief for 181 Kent Street West, Lindsay.

CR2021-164

Moved By Councillor Dunn

Seconded By Deputy Mayor O'Reilly

That Report CORP2021-008, **High Water Bill Relief – 181 Kent St W, Lindsay**, and the correspondence submitted by Neil Arbour, APG Kent Street Properties Corp., be received; and

That \$5,537.71 of the water bill payment be refunded to the previous owner of 181 Kent St. W., Lindsay.

Carried

12.1.6 PUR2021-005

2021-09-CQ Construction of Concrete Sidewalks, Curbs and Gutters

Linda Lee, Buyer

Martin Sadowski, Senior Engineering Technician

CR2021-165

Moved By Deputy Mayor O'Reilly

Seconded By Councillor Elmslie

That Report PUR2021-005, **2021-09-CQ Construction of Concrete Sidewalks, Curbs and Gutters**, be received;

That Onsite Construction Inc. be selected for the award of 2021-09-CQ Construction for the total amount of \$142,725.00 plus HST;

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

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

Carried

12.1.9 BP2021-001

City Hall Bell Cupola

Jorg Petersen, Manger, Building and Property Division

CR2021-166

Moved By Councillor Elmslie

Seconded By Councillor Dunn

That Report BP2021-001, **City Hall Bell Cupola**, be received; and

That Council approve the creation of project #953210107 - City Hall Bell Cupola and the project be funded by the Capital Contingency Reserve (1.32248) as an emergency project to a maximum amount of \$35,000.00 with any unused funds at the completion of the project being declared surplus and returned to the Capital Contingency Reserve (1.32248).

Carried

12.1.10 WM2021-007

Eligibility Review for Curbside Leaf and Yard Collection

David Kerr, Manager of Environmental Services

CR2021-167

Moved By Councillor Richardson

Seconded By Councillor Yeo

That Report WM2021-007, **Eligibility Review for Curbside Leaf and Yard Collection**, be received;

That Council approve the Option 2, within Report WM2021-007, for a two-year pilot program to assess the feasibility of including high density multi-residential locations and Trailer Parks within the regular curbside collection of leaf and yard waste program that currently includes low density residential and mobile home parks only; and

That Staff report back to Council in Q3, 2022 on the results of the curbside collection pilot study with recommended options and associated costs.

Carried

Mayor Letham advised that Item 12.2.1, being Report PUR2021-003, would be considered after Closed Session.

13. Petitions

13.1 CC2021-07.13.1

**Resident Concerns Regarding Gate Barriers on the Victoria Rail Trail Corridor between Knox Crescent and Northline Road
(A Complete Copy of Petition is Available Through the Clerk's Office)**

Michael Hoskin

CR2021-168

Moved By Councillor Seymour-Fagan

Seconded By Councillor Veale

That the petition received from Michael Hoskin, regarding Resident Concern Regarding Gate Barriers on the Victoria Rail Trail Corridor between Knox Crescent and Northline Road, be received and referred to Staff for consideration within the review of the Trails Master Plan.

Carried

13.2 CC2021-07.13.2

**Resident Concerns Regarding the Proposed City Docking Policy
(A Complete Copy of Petition is Available Through the Clerk's Office)**

Pearl Hellawell

CR2021-169

Moved By Councillor Ashmore

Seconded By Councillor Yeo

That the petition received from Pearl Hellawell, **regarding Resident Concerns Regarding the Proposed City Docking Policy**, be received and referred to staff for inclusion in the public consultation process relating to the proposed amendments to the Dock Encroachment Policy.

Carried

14. Other or New Business

14.1 CC2021-07.14.1

Memorandum Regarding Skills Development Fund Application

Rebecca Mustard, Manager of Economic Development

CR2021-170

Moved By Councillor Elmslie

Seconded By Councillor Yeo

That the Memorandum from Rebecca Mustard, Manager of Economic Development, **regarding Skills Development Fund Application**, be received; and

That the Mayor and Clerk be authorized to execute any documents and agreements required by the approval of the Skills Development Fund Application.

Carried

15. By-Laws

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

CR2021-171

Moved By Councillor Elmslie

Seconded By Councillor Dunn

That the By-Laws shown in Section 15.1 of the Agenda, namely: Items 15.1.1 to and including 15.1.7 be read a first, second and third time, passed, numbered, signed and the corporate seal attached.

Carried

15.1 By-Laws by Consent

15.1.1 By-Law 2021-028

A By-Law to Appoint an Administrator Under The Ontario Works Act, 1997 for The City of Kawartha Lakes and to Repeal and Replace By-Law 2008-038

15.1.2 By-Law 2021-029

A By-Law To Amend By-Law 2016-112 Being a By-Law to Regulate and Govern The Standards For Maintaining And Occupying Property within Kawartha Lakes.

15.1.3 By-Law 2021-030

A By-Law to Amend the Township of Somerville Zoning By-Law No. 78-45 to Rezone Land within the City of Kawartha Lakes (41 Shadow Lake Road 16)

15.1.4 By-Law 2021-031

A By-Law To Amend The Township of Mariposa Zoning By-Law No. 94-07 To Rezone Land Within The City Of Kawartha Lakes (1095 White Rock Road - Bedard Sand and Gravel Limited)

15.1.5 By-Law 2021-032

A By-Law to Amend the Township of Manvers Zoning By-Law No. 87-06 to Rezone Land within the City of Kawartha Lakes (174 Highway 7A)

15.1.6 By-Law 2021-033

By-Law to Amend By-Law 2018-039 being a By-Law to Regulate Water and Wastewater Services in the City of Kawartha Lakes

15.1.7 By-Law 2021-034

A By-Law To Temporarily Amend All Zoning By-Laws Within The City Of Kawartha Lakes (Temporary Patios)

15.2 By-Laws Extracted from Consent

16. Notice of Motion

17. Closed Session

17.1 Adoption of Closed Session Agenda

CR2021-172

Moved By Councillor Yeo

Seconded By Councillor Dunn

That the Closed Session agenda be adopted as circulated.

Carried

17.2 Disclosure of Pecuniary Interest in Closed Session Items

There were no declarations of pecuniary interest disclosed.

17.3 Move Into Closed Session

CR2021-173

Moved By Councillor Veale

Seconded By Councillor Ashmore

That Council convene into closed session at 2:25 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 of the Regular Council Meeting Agenda of Tuesday, March 23, 2021, namely Items 17.3.1 to and including 17.3.7.

Carried

18. Matters from Closed Session

Item 17.3.1

The Confidential Closed Session Minutes from the February 23, 2021 Regular Council Meeting and from the March 16, 2021 Special Council Meeting were approved.

Item 17.3.2

CR2021-183

Moved By Councillor Veale

Seconded By Deputy Mayor O'Reilly

That the following members of the public be appointed to the City of Kawartha Lakes Public Library Board for a two year term ending December 31, 2022:

- Vanessa Doucet-Roche
- Franks Morris
- Kate Winn; and

That the Terms of Reference for the Kawartha Lakes Public Library Board be amended to reduce the meeting requirement from ten (10) meetings per year to seven (7) meetings per year.

Carried

Item 17.3.3

CR2021-184

Moved By Councillor Dunn

Seconded By Councillor Veale

That following member of the public be appointed to the Planning Advisory Committee for a two year term ending December 31, 2022:

- Wayne Brumwell

Carried

Item 17.3.4

CR2021-185

Moved By Councillor Elmslie

Seconded By Councillor Seymour-Fagan

That the following members of the public be appointed to the Bobcaygeon Legacy C.H.E.S.T. Fund Grant Committee for a two year term ending December 31, 2022:

- Tim Young
- Beth Gilroy
- Ann Adare

Carried

Item 17.3.5

Council received an update and provided direction on the County Road 121 acquisitions.

CR2021-186

Moved By Councillor Yeo

Seconded By Councillor Elmslie

That Staff are to review should there be any zoning impacts, as a result of the County Road 121 acquisitions, to explore site specific zoning amendments to recognized the impact resulting from those acquisitions.

Carried

Item 17.3.6

Council received an update on the Request for Proposal Evaluation Report for the Supply and Delivery of One New Rescue Pumper.

Item 17.3.7

CR2021-187

Moved By Deputy Mayor O'Reilly

Seconded By Councillor Veale

That Council considered a summary of comments made by members of the public at the Planning Advisory Committee meeting held on March 10, 2021, and those comments received following that meeting, with respect to draft Order 2,

which delineates the pre-2012 Urban Settlement Area boundaries as attached as Appendix B to Report LGL2021-004;

That Council considered a summary of concerns expressed by members of the public with respect to the proposal, by some of the parties, to remove the Candidate Sites from the Urban Settlement Areas, which would be a removal from the boundaries at Order 2 and Appendix B to Report LGL2021-004;

That, pursuant to the Local Planning Appeal Tribunal's Order issued on February 9th, 2021, Council recommends to the Tribunal that the Local Planning Appeal Tribunal issue draft Order 1, being proposed amendments to the City of Kawartha Lakes Official Plan 2012 and Official Plan Amendment 13 as attached as Appendix A to Report LGL2021-004; and

That, pursuant to the Local Planning Appeal Tribunal's Order issued on February 9th, 2021, Council recommends to the Tribunal that the Local Planning Appeal Tribunal issue draft Order 2, which delineates the pre-2012 Urban Settlement Area boundaries within the Schedules to the City of Kawartha Lakes Official Plan 2012, as attached as Appendix B to Report LGL2021-004.

Carried

CR2021-188

Moved By Councillor Yeo

Seconded By Deputy Mayor O'Reilly

That the City does not oppose further adjustments being made to the boundary shown in Draft Order 2 through the OPA 13 LPAT appeal proceedings pursuant to the 2019 Growth Plan Policies 2.2.8.4 as long as the Tribunal is satisfied that any such adjustments are in keeping the applicable statutory tests and provincial requirements, including the 2019 Growth Plan requirements, based on the evidence that is before the Tribunal and as long as the Tribunal duly considers any objections that owners of candidate sites have raised through the public comment process; and

That City Council generally supports the methodology that has been developed by the expert land use planners for the purposes of trying to resolve the outstanding phase 1 hearing issues pertaining to the appeals of OPA 13.

Carried

12.2 Items Extracted from Consent

12.2.1 PUR2021-003

Request for Proposal 2020-79-CP Supply and Delivery of One New Rescue Pumper

Marielle van Engelen, Buyer

CR2021-189

Moved By Councillor Yeo

Seconded By Councillor Ashmore

That Report PUR2021-003, **Request for Proposal 2020-79-CP Supply and Delivery of One New Rescue Pumper**, be received.

Carried

CR2021-190

Moved By Councillor Yeo

Seconded By Councillor Dunn

That Council, in conjunction with Staff and any outside professional help, look at the equipment the Fire Department is currently using and how we can go forward with a more affordable option while maintaining the level of service.

Carried

19. Confirming By-Law

19.1 CC2021-07.19.1

A By-Law to Confirm the Proceedings of a Regular Meeting of Council of March 23, 2021

CR2021-191

Moved By Councillor Yeo

Seconded By Councillor Seymour-Fagan

That a by-law to confirm the proceedings of a Regular Council Meeting held Tuesday, March 23, 2021 be read a first, second and third time, passed, numbered, signed and the corporate seal attached.

Carried

20. Adjournment

CR2021-192

Moved By Councillor Yeo

Seconded By Councillor Dunn

That the Council Meeting adjourn at 3:47 p.m.

Carried

Read and adopted this 20 day of April, 2021.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

The Corporation of the City of Kawartha Lakes

Minutes

Committee of the Whole Meeting

COW2021-04
Tuesday, April 6, 2021
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

This was an electronic participation meeting and public access to Council Chambers was not 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

Mayor Letham called the Meeting to order at 1:00 p.m. from Council Chambers.

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 electronically.

CAO R. Taylor and Directors B. Robinson, J. Rojas, C. Shanks, J. Stover, R. Sutherland, Acting Director R. Holy, City Solicitor R. Carlson, Manager of Social Services J. Mitchell, Manager of Realty Services S. Dyer, Economic Development Officer - Tourism L. McCarthy, Economic Development Officer - Heritage Planning E. Turner, Economic Development Officer - Arts and Culture and Heritage D. Goodwin were also in attendance electronically.

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

2. Adoption of Agenda

CW2021-082

Moved By Councillor Elmslie

Seconded By Councillor Yeo

That the Agenda for the April 6, 2021 Committee of the Whole Meeting be adopted.

Carried

3. Disclosure of Pecuniary Interest

There were no declarations of pecuniary interest disclosed.

4. Deputations

4.1 COW2021-04.4.1

Request for Water Bill Relief for 121-123 William Street North, Lindsay

Marsha Watts

Travis Doble

Marsha Watts and Travis Doble provided an overview of a high water bill that they received for their property at 121-123 William Street North in Lindsay. Ms. Watts and Mr. Doble advised that a portion of the property is tenanted and that they have taken all necessary steps to prevent the loss of water through leaking plumbing fixtures.

CW2021-083

Moved By Councillor Dunn

Seconded By Councillor Veale

That the deputation of Marsha Watts and Travis Doble, **regarding a Request for Water Bill Relief for 121-123 William Street North, Lindsay**, be received; and

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

Carried

Moved By Councillor Dunn

Seconded By Councillor Ashmore

That request for relief from the high water bill for 121-123 William Street North, Lindsay, be granted, by applying the provisions of the High Bill Adjustment Policy; and

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

Motion Failed

CW2021-084

Moved By Councillor Dunn

Seconded By Councillor Yeo

That the owner of 121-123 William Street North, Lindsay, be offered a 6 month payment plan, waiving interest and penalty, for the payment of the high water bill that was received; and

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

Carried

4.2 COW2021-04.4.2

Request for the Construction of a Culvert under Pleasant Point Road

Colleen Cook

Colleen Cook provided an overview of the Canal that runs from Sturgeon Lake to Pleasant Point Road. Ms. Cook advised that area residents have concerns about the current condition of the canal and requested that the City install a culvert

under Pleasant Point Road which would allow water to flow from the canal to Kennedy Bay. Ms. Cook advised that 75 residents of Pleasant Point have signed a petition requesting assistance with the canal.

CW2021-085

Moved By Councillor Yeo

Seconded By Councillor Ashmore

That the deputation of Colleen Cook, and the supplementary petition, **regarding a Request for the Construction of a Culvert Under Pleasant Point Road**, be received; and

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

Carried

5. Correspondence

5.1 COW2021-04.5.1

Concern Regarding COVID-19 Lockdown

Peter and Laura Wells

CW2021-086

Moved By Councillor Ashmore

Seconded By Deputy Mayor O'Reilly

That the correspondence from Peter and Laura Wells, **regarding Concern Regarding the COVID-19 Lockdown**, be received; and

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

Carried

5.2 COW2021-04.5.2

Bill C-273, A National Strategy for Guaranteed Basic Income

Heather Kirby, Chair, Kawartha Lakes Food Coalition

Aisha Malik, Chair, Food Security Working Group

CW2021-087

Moved By Councillor Dunn

Seconded By Councillor Elmslie

That the correspondence from Heather Kirby, Chair, Kawartha Lakes Food Coalition, and Aisha Malik, Chair, Food Security Working Group, **regarding Bill C-273 being a National Strategy for Guaranteed Basic Income**, be received; and

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

Carried

5.3 COW2021-04.5.3

Bill C-273, A National Strategy for Guaranteed Basic Income

Marina Hodson, Executive Director, Kawartha North Family Health Team
Marg Cox, Executive Director, Point in Time Centre for Children, Youth and Parents

CW201-088

Moved By Councillor Elmslie

Seconded By Councillor Richardson

That the correspondence from Marina Hodson, Executive Director, Kawartha North Family Health Team, and Marg Cox, Executive Director, Point in Time Centre for Children, Youth and Parents, **regarding Bill C-273 being a National Strategy for Guaranteed Basic Income**, be received; and

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

Carried

5.4 COW2021-04.5.4

Request from the Lindsay Downtown BIA Regarding Garbage Containers for Privately Owned Buildings

Steve Podolsky, Vice-Chair, Lindsay Downtown Business Improvement Association

Melissa McFarland, Executive Director, Lindsay Downtown Business Improvement Association

CW2021-089

Moved By Councillor Dunn

Seconded By Deputy Mayor O'Reilly

That the correspondence from Steve Podolsky, Vice-Chair, Lindsay Downtown Business Improvement Association, and Melissa McFarland, Executive Director, Lindsay Downtown Business Improvement Association, **regarding a Request from the Lindsay Downtown BIA Regarding Garbage Containers for Privately Owned Buildings**, be received; and

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

Carried

CW2021-090

Moved By Councillor Dunn

Seconded By Deputy Mayor O'Reilly

That Staff prepare a report on the feasibility of regulations requiring property owners within Downtowns to provide a garbage bin for use by the tenants of their properties; and

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

Carried

6. Presentations

6.1 COW2021-04.6.1

Presentation from the Committee to Rebuild the Ops Community Centre

Dennis Callaghan

Karen Lynch

Dennis Callaghan and Karen Lynch advised that the Committee to Rebuild the Ops Community Centre has been established by the local community to show support for the Ops Community Centre. Mr. Callaghan and Ms. Lynch provided an overview of the Ops Community Centre and advised that over 1300 residents have signed a petition requesting that the Ops Community Centre remain open.

CW2021-091

Moved By Deputy Mayor O'Reilly

Seconded By Councillor Yeo

That the petition received from Dennis Callaghan and Karen Lynch, **regarding a Presentation from the Committee to Rebuild the Ops Community Centre**, be received; and

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

Carried

6.2 COW2021-04.6.2

New Provincial Vision for Social Assistance Presentation

Janine Mitchell, Manager, Social Services

Janine Mitchell, Manager of Social Services, provided an overview of the revisions that will be made to the Social Assistance Program.

CW2021-092

Moved By Councillor Elmslie

Seconded By Councillor Richardson

That the presentation by Janine Mitchell, Manager of Social Services, **regarding a New Provincial Vision for Social Assistance**, be received; and

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

Carried

6.3 COW2021-04.6.3

Destination Development Plan Presentation

Laurie McCarthy, Economic Development Officer - Tourism

Ken Lambert, KWL Advisory

Aileen Murray, Mellor Murray Consulting

Laurie McCarthy, Economic Development Officer - Tourism, Ken Lambert, of KWL Advisory, and Aileen Murray, of Mellor Murray Consulting, provided an overview of the proposed Destination Development Plan.

CW2021-093

Moved By Councillor Elmslie

Seconded By Councillor Veale

That the presentation by Laurie McCarthy, Economic Development Officer - Tourism, **regarding the Destination Development Plan**, be received; and

That this recommendation be forwarded to Council for consideration at the Next Regular Council Meeting.

Carried

6.3.1 Report ED2021-009

Destination Development Plan

Laurie McCarthy, Economic Development Officer - Tourism

CW2021-094

Moved By Councillor Seymour-Fagan

Seconded By Councillor Richardson

That Report ED2021-009, **Destination Development Plan** be received;

That the Destination Development Plan as outlined in Appendix A be approved;
and

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

Carried

The meeting recessed at 2:36 p.m. and reconvened at 2:45 p.m.

7. Reports

7.1 CAO2021-003

Proposed Council Policy Review Program

Ron Taylor, Chief Administration Officer

CW2021-095

Moved By Councillor Dunn

Seconded By Deputy Mayor O'Reilly

That Report CAO2021-003, **Proposed Council Policy Review Program**, be received;

That the Council policies listed in Appendix B to report CAO2021-003, and substantially in their current form, be confirmed, renumbered and approved;

That the Council policies listed in Appendix C to report CAO2021-003, be rescinded;

That the Council policies listed in Appendix D to report CAO2021-003, be referred to staff for review, with recommended changes brought back to Council for consideration and policy approval before end of Q4 2021; and

That these recommendations be brought forward to Council for consideration at the next Regular Council Meeting.

Carried

7.2 CAO2021-004

Ops Community Centre Property Utilization

Ron Taylor, Chief Administrative Officer

CW2021-096

Moved By Councillor Dunn

Seconded By Deputy Mayor O'Reilly

That Report CAO2021-004, **Ops Community Centre Property Utilization**, be received;

That staff initiate a feasibility review of re-purposing the former arena facility space for other community recreational uses, including cost estimates, and report back to Council by the end of Q3, 2021; and

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

Carried

CW2021-097

Moved By Deputy Mayor O'Reilly

Seconded By Councillor Veale

That Council direct staff to utilize the funds remaining in Project PR1903 - 950190301 (Ops Arena and Community Centre Design - with approximately \$130,000 remaining) to have a design prepared for the re-purposing of the Ops Community Centre as a dry-floor multi recreational space for the purpose of allowing a Capital Budget request to be prepared for inclusion in the 2022 Capital Budget if the concept is approved for implementation by Council when the report is brought back later in 2021; and

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

Carried

7.3 CAO2021-005

Olde Gaol Museum

Ron Taylor, Chief Administrative Officer

CW2021-098

Moved By Councillor Richardson

Seconded By Deputy Mayor O'Reilly

That Report CAO2021-005, **Olde Gaol Museum**, be received;

That the CAO be authorized to establish and accelerate the Cultural Master Plan and recruit for, a municipal museum curator, or equivalent, as soon as possible, and to be an established position within the Economic Development Division;

That this position be funded through the 2021 Operating Budget; and

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

Carried

7.4 CLK2021-005

Election Sign By-Law Update

Cathie Ritchie, City Clerk

Joel Watts, Deputy Clerk

CW2021-099

Moved By Councillor Elmslie

Seconded By Councillor Veale

That Report CLK2021-005, **Election Sign By-law Update**, be received;

That the necessary by-law substantially in the form as Appendix A be brought forward for adoption;

That By-law 2018-077, being A By-Law to Repeal and Replace By-law 2013-113 to Regulate the Placement of Election Signs in the City of Kawartha Lakes, be repealed; and

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

Carried

7.5 RS2021-018

Proposed Direct Sale of a Portion of the Denfield Road Property, Lindsay

Laura Carnochan, Law Clerk - Realty Services

CW2021-100

Moved By Deputy Mayor O'Reilly

Seconded By Councillor Yeo

That Report RS2021-018, **Proposed Direct Sale of Portion of Denfield Road Property, Lindsay**, be received;

That the sale of a portion of the City-owned property located on Denfield Road, Lindsay and legally described as Part of the Northwest 1/4 of Lot 19, Concession 4, Part of the West 1/2 of Lot 20, Concession 4, Part of the East 1/2 of Lot 20, Concession 4, being Parts 4 and 5 on Plan 57R-8131 and Part 1 on Plan 57R-6668, Except Parts 4, 5, and 6 on Plan 57R-8228, Except Part 1 on Plan 57R-9268, Subject to R234883 and R234884, Subject to an Easement in Gross over Part 1 on Plan 57R-10493 as in KL122703, in the Geographic Township of Ops, City of Kawartha Lakes (PIN: 63237-1095 (LT)) to Wilson Staples Holdings Ltd., be supported, in principle, in accordance with the provisions of By-Law 2018-020, as amended, and the Municipal Act, 2001, and subject to the parties entering into a conditional Agreement of Purchase and Sale;

That the property be sold "as is" with respect to the zoning and Official Plan designation of the property, with the City making no representation or warranty pertaining to same. The purchaser is to rezone and redesignate the land at its own expense, should it wish to change the permitted uses on the property;

That the property be sold as one parcel, to merge with adjacent reserve holdings of the purchaser. The purchaser is to obtain part lot control or consent to sever, at its own expense, should it wish to subdivide the property and current reserve holdings into three separate lots;

That, notwithstanding section 5.03 of By-Law 2018-020, the property be appraised at highest and best use and at pre-servicing value and sold for no less than that amount, plus 5% to account for cash-in-lieu of parkland, plus all costs associated with the transaction;

That a by-law (with any amendments deemed necessary) to authorize disposition of the subject property shall be passed if appropriate;

That the Mayor and Clerk be authorized to sign all documents to and conveyance of the lands; and

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

Carried

7.6 PRC2021-002

50/50 Community Project Capital Fund

Shelley Cooper, Community Partnership and Programs Supervisor

CW2021-101

Moved By Councillor Seymour-Fagan

Seconded By Councillor Yeo

That Report PRC2021-002, **50/50 Community Project Capital Fund**, be received; and

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

Carried

7.7 PRC2021-003

Community Partnership and Development Fund

Shelley Cooper, Community Partnership and Programs Supervisor

CW2021-102

Moved By Councillor Veale

Seconded By Councillor Elmslie

That Report PRC2021-003, **Community Partnership and Development Fund**, be received; and

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

Carried

7.8 ED2021-005

Listing Properties on the Heritage Register

Emily Turner, Economic Development Officer - Heritage Planning

CW2021-103

Moved By Councillor Ashmore

Seconded By Councillor Elmslie

That Report ED2021-005, **Listing Properties on the Heritage Register**, be received;

That the proposed addition of non-designated properties listed in Appendix A to the City of Kawartha Lakes Heritage Register, as amended to remove 390 Tracey's Hill Road, be approved; and

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

Carried

7.9 ED2021-016

Arts, Culture and Heritage Recovery Fund

Donna Goodwin, Economic Development Officer - Arts, Culture and Heritage

CW2021-104

Moved By Councillor Elmslie

Seconded By Councillor Richardson

That Report ED2021-016, **Arts, Culture, Heritage Recovery Fund** be received;

That an additional \$49,081.90 be added to the current \$100,000 Arts, Culture and Heritage Recovery Fund allocation from the Pandemic Contingency Reserve to cover the total eligible fixed operating of all applicants; and

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

Carried

7.10 HS2021-002

Community Pandemic Recovery Fund Grants

Rod Sutherland, Director of Human Services

CW2021-105

Moved By Councillor Richardson

Seconded By Councillor Seymour-Fagan

That Report HS2021-002, **Community Pandemic Recovery Fund Grants**, be received;

That the balance of \$205,668.22 in Lindsay Legacy CHEST Funds allocated to the Community Pandemic Recovery Fund but not awarded, be released to the Lindsay Legacy CHEST Fund Grant Committee and their distribution process be reinstated;

That the balance of \$49,162.48 in City Contingency Reserve funds allocated to the Community Pandemic Recovery Fund but not awarded, be made available to eligible organizations located outside the geographical boundaries for eligibility for the Lindsay CHEST Fund through a second application process of the Community Pandemic Recovery Fund, to a maximum of \$7,500 per application; and

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

Carried

8. Council Memorandums

8.1 COW2021-04.8.1

Memorandum Regarding Kenhill Beach Road Drainage

Councillor Ashmore

CW2021-106

Moved By Councillor Ashmore

Seconded By Councillor Yeo

That the Memorandum from Councillor Ashmore, **regarding Kenhill Beach Road Drainage**, be received;

That staff be referred to inspect the ditching and drainage in this area on Kenhill Beach Road and on Long Beach Road and determine if remediation is required;

That staff report back to Council by end of Q2 should any remediation be required; and

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

Carried

8.2 COW2021-04.8.2

Memorandum Regarding Improvements to Pleasant Point Canal

Councillor Ashmore

CW2021-107

Moved By Councillor Ashmore

Seconded By Councillor Yeo

That the Memorandum from Councillor Ashmore, **regarding Improvements to Pleasant Point Canal**, be received;

That the Trent Severn Waterway be requested to review options to improve water quality within the Pleasant Point Canal;

That Staff explore municipal options to improve water quality within the Canal, including the option for a culvert;

That Staff report back to Council by Q3, 2021 with options, including costing for solutions; and

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

Carried

9. Closed Session

10. Matters from Closed Session

11. Adjournment

CW2021-108

Moved By Councillor Dunn

Seconded By Councillor Elmslie

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

Carried

Andy Letham, Mayor

Cathie Ritchie, City Clerk

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

PC2021-05
Wednesday, April 7, 2021
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
Wayne Brumwell
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 Councillor A. Veale called the meeting to order at 1:01 p.m. Mayor A. Letham, Deputy Mayor P. O'Reilly, Councillor K. Seymour-Fagan, and Committee Member M. Barkwell were in attendance.

Late Arrival: W. Brumwell at 1:26pm.

Absent: J. Willock

Deputy Clerk and Recording Secretary J. Watts, Acting Director of Development Services R. Holy, Supervisor of Development Engineering C. Sisson, Planning Officer - Large Developments I. Walker, and Planners II J. Derworiz and M. LaHay were also in attendance.

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

PAC2021-023

Moved By Deputy Mayor O'Reilly

Seconded By Councillor Seymour-Fagan

That the agenda be adopted as circulated.

Carried

2. Declarations of Pecuniary Interest

There were no declarations of pecuniary interest disclosed.

3. Public Meeting Reports

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 PLAN2021-014

Amend the Township of Emily Zoning By-law 1996-30 for 67, 73, 79 & 85 Lakeview Crescent, geographic Township of Emily - Charron

Jonathan Derworiz, Planner II

3.1.1 Public Meeting

Mr. Derworiz advised the committee that as of the afternoon of Tuesday, April 6, the applicant has retracted their application, and as such no further action would be required on this report. He responded to questions from Committee members.

The Chair confirmed no persons were present to speak to the application.

3.1.2 Business Arising from the Public Meeting

PAC2021-024

Moved By Mayor Letham

Seconded By M. Barkwell

That Report PLAN2021-014, **Zoning By-law Amendment for 67, 73, 79 & 85 Lakeview Crescent, Township of Emily**, be received for information.

Carried

3.2 PLAN2021-015

Amend the Ops Zoning By-law 93-30 at Carew Boulevard, Lindsay – Burcar Investments Ltd.

Ian Walker, Planning Officer - Large Developments

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. Walker 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 signs were posted on the subject property at the Lamb, Lawson, and Carew entrances. He summarized the application, explaining that it proposes to change the zone category from the 'Residential Exception Two Holding Two [R-2(H2)] Zone' to a 'Residential Exception ** (R-**) Zone' to reduce the minimum front yard setback, and increase the maximum lot coverage for a 71 lot development in Springdale Gardens (Phases 3 and 4). The proposal will reduce the front yard setback from 7.5 metres to 6.0 metres; and increase the maximum lot coverage from 35% to 45% for 71 proposed lots. The application is consistent with the Provincial Policy Statement, conforms to the Growth Plan for the Greater Golden Horseshoe and the Ops Official Plan. Mr. Walker summarized the comments received to date, as detailed in his report, noting that subsequent to the writing of the report no additional comments were received. Staff are recommending that the application be referred to City Council for approval. He responded to questions from Committee members.

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

Thomas Kirkby spoke as the applicant, and made himself available for any questions. He responded to questions from Committee members.

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

No other persons spoke to the application.

The Public Meeting concluded at 1:15pm.

3.2.2 Business Arising from the Public Meeting

PAC2021-025

Moved By Mayor Letham

Seconded By Deputy Mayor O'Reilly

That Report PLAN2021-015, **Registered Plan 383, Lots 61 to 68, 80 to 91, 94 to 116, 142 to 152 and Part of Lot 93, designated as Part 208, 57R-9054; Part of Lot 25, Concession 5, Geographic Township of Ops, Burcar Investments Ltd. – Application D06-2021-003**, be received;

That the zoning by-law amendment, substantially in the form attached as Appendix 'D' to Report PLAN2021-015, be referred to Council for approval and adoption; and

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

Carried

3.3 PLAN2021-017

Amend the Lindsay Zoning By-law 2000-75 at 3 Pottinger Street - Kuipers

Mark LaHay - Planner II

3.3.1 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. LaHay 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 a sign was posted on the subject property. He summarized the application, explaining that it proposes to permit the use of the existing residential building as a five-unit residential dwelling utilizing the existing parking area. The proposal will also seek to address a Municipal Law Enforcement Office occurrence by legalizing and registering the four existing units while ensuring compliance with

Building Code and Fire Safety regulations with enhancements to the features of the building and the additional unit provides further opportunities for affordable entry-level rental accommodation. The application is consistent with the Provincial Policy Statement, conforms to the Growth Plan for the Greater Golden Horseshoe and appears to be in conformity with the Town of Lindsay Official Plan. Mr. LaHay summarized the comments received to date, as detailed in his report, noting that subsequent to the writing of the report additional comments were received from the Economic Development and Municipal Law Enforcement divisions with no concerns. Comments were still outstanding from Kawartha Conservation and the Fire Services Department. Staff are recommending that the application be referred back to staff until such time as all comments have been received and addressed from all circulated agencies, City Departments, and the public, and for further review and processing. He responded to questions from Committee members.

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

Kevin DuGuay spoke as the applicant and provided some background to the application noting that it was filed with the City on October 1, 2020 to address a Municipal Law Enforcement issue. He stated that they have supplied the plans to facilitate five affordable residential units, and that Kawartha Conservation expressed no concerns at pre-consultation. He also noted that Fire Department concerns could be dealt with at the Building Permit stage. He stated that their preference was that a by-law be prepared and proceed to City Council for approval.

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

Joanne Kuipers, the property owner, stated she was available for any questions.

No other persons spoke to the application.

The Public Meeting concluded at 1:26pm.

3.3.2 Business Arising from the Public Meeting

PAC2021-026

Moved By Mayor Letham

Seconded By Deputy Mayor O'Reilly

That Report PLAN2021-017, Part Lot 10, Block K, RP 1, Parts 1 & 2, 57R-3320, former Town of Lindsay, City of Kawartha Lakes, identified as 3 Pottinger Street, Kuipers – D06-2021-005, be received;

That a Zoning By-law Amendment respecting application D06-2021-005, be prepared, approved and adopted by Council; and

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

Carried

4. Deputations

5. Correspondence

6. Regular and Returned Reports

6.1 PLAN2021-018

Woodland Hills Community Inc. Amending Subdivision Agreement

Richard Holy, Acting Director of Development Services

Mr. Holy provided a brief background of the subdivision and confirmed that a Public Meeting on this matter was most recently held on August 20, 2020 in accordance with the Planning Act. He summarized the report, explaining that it proposes to present the staff endorsed draft Amending Subdivision Agreement for the development of land and incorporating civil engineering standards and land-use planning requirements. Mr. Holy stated that the agreement meets the City's objectives, and has achieved concurrence with the developer. Staff are recommending that the application be referred to Council for approval. He responded to questions from Committee members.

PAC2021-027

Moved By Councillor Seymour-Fagan

Seconded By M. Barkwell

That Report PLAN2021-018, **Woodland Hills Community Inc. Amending Subdivision Agreement**, be received;

That the Amending Subdivision Agreement for Woodland Hills, City of Kawartha Lakes, substantially in the form attached as Appendix C to Report PLAN2021-018 be approved by Council;

That the reduction of securities be considered based on the review by Staff of the completed works; and

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

Carried

7. Adjournment

PAC2021-028

Moved By W. Brumwell

Seconded By Councillor Seymour-Fagan

That the Planning Advisory Committee Meeting adjourn at 1:33 p.m.

Carried

Council Report

Report Number: RS2021-007

Meeting Date: April 20, 2021

Title: **Authorize the Amendments for a Grant of Easement in Favour of Enbridge Gas Inc. on Municipally Owned Land Behind the Properties Municipally known as 4 to 14 May Street, in the Geographic Village of Fenelon Falls, City of Kawartha Lakes (PIN 63155-0126)**

Description: Easement for underground gas pipe to be located under City parking lot with third party rights to travel over. The Subject property is specifically identified as Parts 4, 5 and 6 on 57R-10822.

Author and Title: Robyn Carlson, City Solicitor

Recommendations:

That Report RS2021-007, **Authorize the Amendments for a Grant of Easement in Favour of Enbridge Gas Inc. on Municipally Owned Land Behind the Properties Municipally known as 4 to 14 May Street, in the Geographic Village of Fenelon Falls, City of Kawartha Lakes (PIN 63155-0126)**, be received; and

That Council direct the Mayor and Clerk to execute all documentation related to the completion of the grant of easement, substantially in the form as set out in Appendix E.

Department Head: _____

Financial/Legal/HR/Other: _____

Chief Administrative Officer: _____

Background:

At the Council Meeting of September 15, 2020, adopted the following resolution:

CR2020-266

That Report RS2020-019, **Authorize a Grant of Easement in favour of Enbridge Gas Inc. in Fenelon Falls, City of Kawartha Lakes (PIN 63155-0126)**, be received; and

That Council allow for the Mayor and Clerk to execute all documentation related to the Grant of Easement.

Subsequent to obtaining direction from Council, Enbridge Gas Inc. ("Enbridge") requested that amendments to the approved easement be made. This report addresses that request.

The proposed grant of easement previously approved by Council on the recommendation of the Land Management Committee is attached as Appendix D. The form of easement proposed by Enbridge is attached as Appendix E.

Appendix A is a general location map. Appendix B is an Aerial Map. Appendix C is the Plan 57R-10822.

The Franchise Agreement between the parties, being By-law 2005-104 and attached as Appendix G, governs the rights and responsibilities of the parties when Enbridge is locating within a right of way, provides guidance in that it sets out what the agreement would be between the parties should Enbridge have decided to locate in the road.

Rationale:

The version approved by Council provided for cost recovery of \$8,500. The proposed version provides for minimal cost recovery. The Franchise Agreement does not provide for cost recovery of staff time (Legal costs associated with easement negotiation and drafting and Engineering costs associated with review of engineering drawings, valued at \$1,5000 and \$6,500, respectively), but does provide for recovery for external legal costs associated with registration of the easement on title to City property (valued at \$500).

The version approved by Council provided for the removal of the gas service upon decommissioning. The proposed version provides that Enbridge may either remove the

gas service upon decommissioning, or keep the gas service in its location. The proposed version of the agreement is consistent with the Franchise Agreement.

The version approved by Council provides that, if the City is exposed to incremental costs associated with the location of the gas service (such as costs to work around the infrastructure when putting in other underground utilities), the City will recover these costs. The proposed version of the agreement states that the City will not be reimbursed for these costs. The proposed version of the agreement is consistent with the Franchise Agreement.

The version approved by Council provides that, if we have to relocate Enbridge, the City will pay 100% of its relocation costs. The proposed version of the agreement is in line with the Franchise Agreement, which states that the City will pay 35% and Enbridge will pay 65% of the relocation costs.

The version approved by Council and at Appendix E both provide for relocation to the street on 2 years' notice. The Franchise Agreement states that "reasonable" notice will be provided for relocation within the parking lot.

The balance of the provisions remain the same or substantially the same.

Third party rights exist over this property, which allow identified third party property owners to travel over this property. Accordingly, any work done by Enbridge will need to maintain an access corridor over the property for these easement holders, or minimally impair those rights.

Other Alternatives Considered

Council could decide not to proceed with allowing the grant of easement in favour of Enbridge Gas Inc. Enbridge Gas Inc. could install their infrastructure within the road allowance and proceed through the Municipal Consent process.

Council could direct staff to renegotiate the Franchise Agreement with Enbridge so that future locations are subject to the City obtaining cost recovery associated with drafting the easements and reviewing the documents.

Alignment to Strategic Priorities

The recommendations set out in this Report align with the following strategic priority

- Good Government

- Support community infrastructure as a partner and advocate to maintain and encourage expansion of demanded community infrastructure and institutions.

Financial/Operation Impacts:

The City will expend approximately \$8,000 in administering this easement, which will not be reimbursed by Enbridge. Construction of the gas line will cause some disruption to downtown businesses that use the parking lot for access, as the majority of the parking lot will be unavailable for parking for the duration of construction.

Consultations:

Director of Engineering and Corporate Assets

Attachments:

Appendix A – General Location Map



Appendix A -
General Location Map

Appendix B – Aerial Map



Appendix B - Aerial
Map.pdf

Appendix C – Plan 57R-10822



Appendix C -
57R10822.pdf

Appendix D – Grant of Easement (Previously Approved by Council)



Appendix D - Grant
of Easement (Previous

Appendix E – Proposed Amended Grant of Easement



Adobe Acrobat
Document

Appendix F – Drawing



Appendix F -
Drawing.pdf

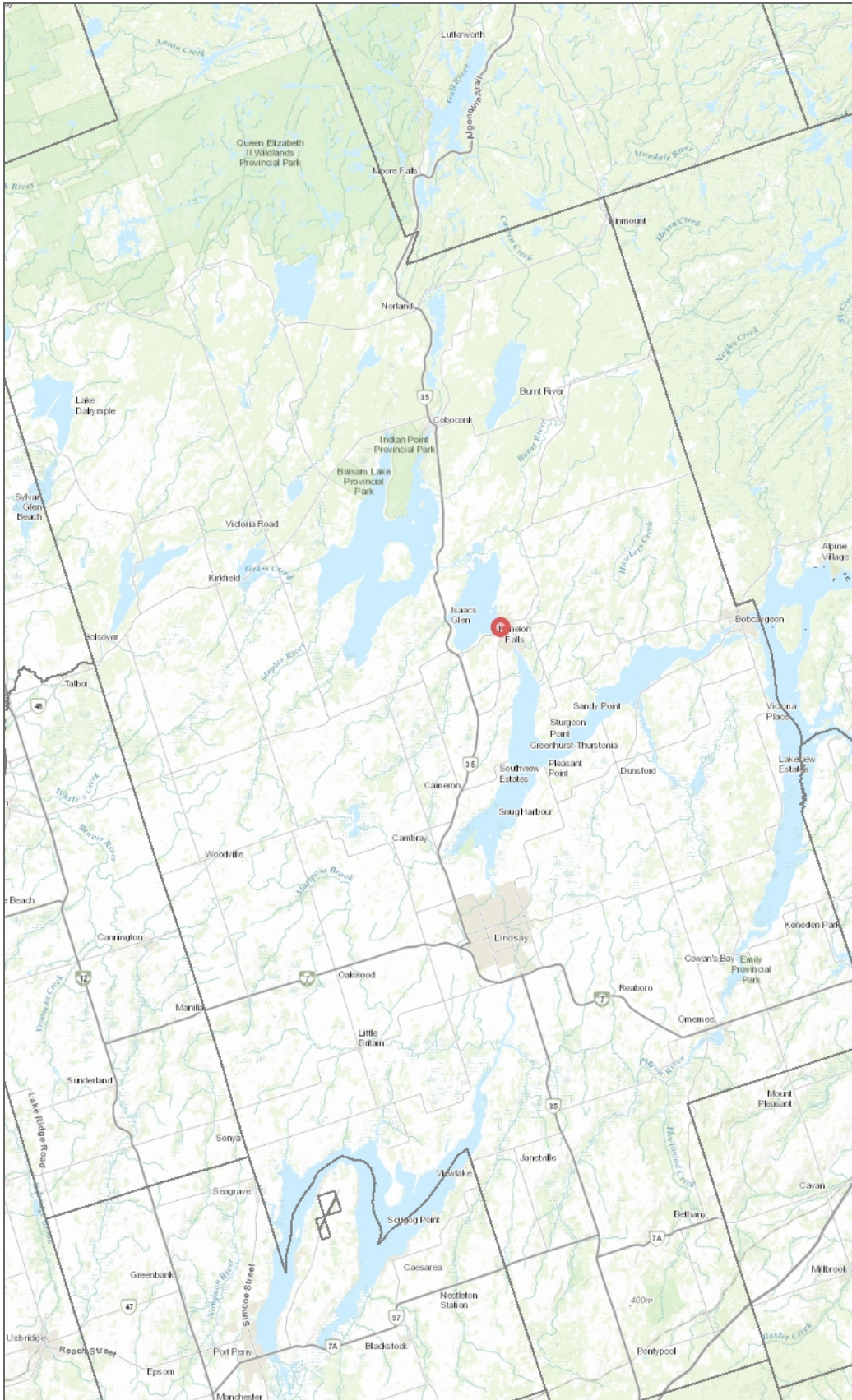
Appendix G – By-Law 2005-104



Appendix G – Bylaw
2005-104.pdf

Department Head e-mail: rcarlson@kawarthalakes.ca

Department Head: Robyn Carlson



Appendix A
to
Report RS2021-007
File No.

■ Subject Properties

Lower Tier Municipalities

22.93

Kilometers

1: 577,791



THIS MAP IS NOT TO BE USED FOR NAVIGATION

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

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Date: January 12,
2021



Appendix B
to
Report RS2021-007
File No.

■ Subject Properties

- Property Roll Number
- Road Centreline (2016 Nec
- Upper Municipalities
- Lower Tier Municipalities

0.09

Kilometers

1: 2,257



THIS MAP IS NOT TO BE USED FOR NAVIGATION

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

© City Of Kawartha Lakes

Date: January 13,
2021

AGREEMENT TO GRANT AN EASEMENT

Between:

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

(herein called the "Grantor")

offers to grant an easement to

ENBRIDGE GAS INC.

(herein called the "Grantee")

REAL PROPERTY: Legally described as Part of Lot 2 on Plan 51, Part of Lot 3 to 4 on Plan 17, Part 1 on 57R-3305, Part 1 to 3 on 57R-3442, Part 1 to 2 on 57R-3379, subject to and together with R170129 and R167876, together with R372028, in the Geographic Village of Fenelon Falls, City of Kawartha Lakes (the "Lands").

PRICE: The Grantee agrees to compensate the Grantor in the amount of Eight Thousand, Five Hundred Dollars (CDN \$8,500.00).

ADDITIONAL COSTS: The Grantee agrees to reimburse the Grantor for all reasonable legal costs upon receiving a receipt from the solicitor (the "Additional Costs").

TERM: The Grantor acknowledges that the easement allows for the Grantee to be able to perform operation, repair and maintenance of a gas pipeline (the "Easement"). The Easement shall commence as of the date of the execution by the Grantor. More specific terms shall be set out in Schedule "A" attached to this agreement (the "Agreement"). These terms shall be attached to the easement documents registered on title.

BALANCE: The Grantor agrees to pay the balance of and Price the Additional Costs, by bank draft or certified cheque, to the Grantor's solicitor in trust on closing, subject to the usual adjustments.

FURTHER CLAUSES AND CONDITIONS:

1. **COMPLETION DATE:** This Agreement shall be completed and registered on title by no later than 5:00 p.m. on or before the **30th day** following the execution of both the Grantor and Grantee of this Agreement. If the 30th day is not a business day, it shall be the next business day and if said not that day then mutually agreed upon by both the Grantor and Grantee.
2. **HST:** If this transaction is subject to Harmonized Sales Tax (H.S.T.), then such tax shall be in addition to the Price. If this transaction is not subject to H.S.T., the Grantor agrees to certify on or before closing that the transaction is not subject to H.S.T.
3. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines,

cable television lines or other services which do not materially affect the present use of the property.

4. **CLOSING ARRANGEMENTS:** Where each of the Grantee and the Grantor retain a lawyer to complete the Agreement to enter into an Easement and where in the transaction will be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act*, R.S.O. 1990, Chapter L4 and the *Electronic Registration Act* S.O. 1991, Chapter 44, and any amendments thereto, the Grantee and the Grantor acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Grantee and the Grantor will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Grantee and Grantor irrevocably instruct the said lawyers to be bound by the document registration agreement, which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location by both lawyers.
5. **INDEMNIFICATION:** The Grantee will indemnify the Grantor for any third-party claims relating to the Grantor's work or encumbrance on the Lands. The Grantee will indemnify the Grantor for any spill originating from its pipeline. The Gas Company shall at all times, indemnify and save harmless the Corporation from and against all claims, including costs related thereto, for all damages or injuries including death to any person or persons and for damage to any property, arising out of the Gas Company operating, constructing and maintaining its gas system for the carriage of gas owned by others. Provided that the Gas Company shall not be required to indemnify or save harmless the Corporation from and against claims, including costs related thereto, which it may incur by reason of damages or injuries including death to any person or persons and damage to any property, resulting from the negligence or wrongful act of the Corporation, its servants, agents or employees.
6. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by Grantee and Grantor or by their respective lawyers who may be specifically authorized in that regard.
7. **TENDER:** Any tender documents or money hereunder may be made upon Grantee or Grantor or their respective lawyers on the day set for completion. Money may be tendered by bank draft or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
8. **AGREEMENT IN WRITING:** If there is conflict between any provision written or typed in this Agreement (including any Schedule attached hereto) and any provision in the printed portion hereof, the written or typed provision shall supersede the printed provision to the extent of such conflict. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between the Grantor and the Grantee. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as

expressed herein. This Agreement shall be read with all changes of gender or number required by context.

9. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.
10. **LEGAL ADVICE:** The Grantor and Grantee acknowledge that they have either received or waived the benefit of their own independent legal advice with respect to the execution of this Agreement.
11. **PUBLIC DOCUMENT:** The Grantee acknowledges that this Agreement is a public document, and consents to its disclosure pursuant to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56.

DATED at _____, this _____ day of _____,
2020.

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

Per: _____

Name: Andy Letham

Title: Mayor

Per: _____

Name: Cathie Ritchie

Title: Clerk

We have authority to bind the Corporation pursuant
to By-Law _____

DATED at _____, this _____ day of _____,
2020.

ENBRIDGE GAS DISTRIBUTION INC.

Per: _____

Name: Anissa Trenholm

Title: Supervisor, Right of Way

Per: _____

Name: Chuck Reaney

Title: Right of Way Advisor

I/We have the authorization to bind the Corporation.

SCHEDULE 'A'

ADDITIONAL COVENANTS

The Grantor hereby grants, transfers and conveys unto the Grantee the free, uninterrupted and unobstructed right and easement to install, operate, repair and maintain, and remove the gas pipeline together with any and all appurtenances thereto as may be required from time to time on, in, across, under and through the Lands. More specifically, the pipeline will be contained within Parts 4, 5 and 6 on 57R-10822 and the laterals will extend from the pipeline and to the property lines on the Lands;

TOGETHER WITH the right of the Grantee and its servants, agents, contractors and workmen with all necessary materials, equipment, machinery and vehicles to enter upon the Lands at all times and to pass and re-pass thereon for the purposes of installing, constructing, reconstructing, examining, altering, maintaining, repairing, renewing or replacing the said gas pipeline or any part thereof.

TO HAVE AND TO HOLD the said easement or right in the nature of an easement for the Grantee's sole use forever, **unless terminated by the Grantor on 730 days advance written notice in the event that the Grantor wishes to sell or build upon the Lands and cannot do so without interference with the Easement. In this event, the Grantor is required to provide suitable alternative access through a road allowance and is required to pay for the Grantee's relocation costs. In the event that the Grantor wishes to build upon the Lands and is able to do so without interfering with the Easement, but the Grantor is subjected to additional costs as a result of the Easement, then the Grantor is entitled to invoice the Grantee for the additional costs and the Grantee is required to pay same.**

AND the Grantor covenants with the Grantee:

- a) To keep the Lands free and clear of any buildings, structures or obstructions;
- b) Not to deposit on or remove any fill from the Lands, and
- c) Not to do or suffer to be done any other thing which may or might injure or damage any of the works of the Grantee herein.

AND the Grantor covenants with the Grantee that it has the right to convey the said rights and easement to the Grantee, notwithstanding any act of the Grantor.

AND the Grantee shall have quiet possession of the said rights and easement, free from all encumbrances excepting those noted on title, being third party interests in the property as a right of way. **Grantee covenants with the Grantor to do its repair, maintenance and removal work so as not to restrict third party access and to minimize interruption to the Grantor's use of the Lands as a parking lot.**

AND the Grantor and Grantee each covenant to the other that it will execute such further assurances of the said rights and easement as may be required.

AND the Grantee covenants and agrees with the Grantor that it will remove the gas service and fill in all excavations and restore the Lands and premises to the condition existing prior to any entry thereon at the time that the gas service is abandoned.

AND the Grantee covenants with the Grantor:

- a) All work shall strictly conform to the design drawings provided to and accepted by the Grantor as of and following the date of the Easement, and kept on file with the Grantor;

- b) The pipeline shall be contained within the easement, but the laterals will be contained outside the easement within the Lands. Should, during the construction, the Grantee necessarily need to make slight modifications to the location of the pipeline due to unforeseen circumstances such as drainage/ sewer pipe placement, catch basins, large underground rocks, the Grantee will submit revised easement drawings to the Grantor and the location of the easement will be amended by amendment to this agreement and registration of the amended document on title to the Lands. As built drawings showing the location of the laterals will be provided to the Engineering Department;
- c) The tie-in pit(s) shall be backfilled with Granular A, compacted to 98% Standard Proctor Density meeting the OPSS 1010 specifications;
- d) The asphalt shall be restored with 60mm of HL4, with the work and material meeting the OPSS 1150 and OPSS 310 specifications;
- e) The tie-in pit and any pits for services shall be restored with a single continuous asphalt patch (1 asphalt patch covering all pits), which is rectangular or square in shape;
- f) The joints in the asphalt between the existing surface and the asphalt patch shall be routed and sealed following the OPSS 341 and OPSS 1212 specifications;
- g) As built drawings shall be submitted to Ontario One Call and to the Engineering Department of the Grantor following completion of the work;
- h) The materials used for restoration along with the workmanship shall be warrantied for a minimum of 12 months;
- i) The Grantee will provide the Engineering Department of the Grantor with notice and obtain approval in accordance with paragraphs 5(a)-(j) of By-law 2005-104 prior to commencing work on the Lands in non-emergency situations. In the event of an emergency, the Grantee shall proceed with the work required to deal with the emergency and will use its best efforts to provide the Engineering Department of the Grantor with immediate notice of the location and the nature of the emergency and the work being done and, if it deems appropriate, notify the police force, fire, or other emergency services having jurisdiction. The Grantee shall provide the Engineering Department of the Grantor with at least one 24-hour emergency contact for the Grantee and shall ensure the contacts are current; and
- j) All work and any damages to the parking lot or other infrastructure shall be restored to the satisfaction of the Grantor.

Upon Termination of this Agreement, the Grantee will consent to the Grantor deleting the Agreement from title to the Lands. This obligation survives the termination of the Agreement, as does the Grantee's obligation to remove its encumbrances and restore the Lands, and its indemnification of the Grantor with respect to third party claims, actions or damages arising out of the Grantee's actions, or the actions of its agents.

IT IS UNDERSTOOD and agreed that the burden of this easement and of all the covenants herein contained shall run with the Lands and that this easement and all the covenants herein contained shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

AGREEMENT TO GRANT AN EASEMENT

Between:

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

(herein called the "Grantor")

offers to grant an easement to

ENBRIDGE GAS INC.

(herein called the "Grantee")

REAL PROPERTY: Legally described as PIN: 63155-0126 (LT) being; Part of Lot 2 on Plan 51, Part of Lot 3 to 4 on Plan 17, Part 1 on 57R-3305, Part 1 to 3 on 57R-3442, Part 1 to 2 on 57R-3379, in the Geographic Village of Fenelon Falls, City of Kawartha Lakes (the "**Lands**").

EASEMENT PROPERTY: Part of PIN 63155-0126 (LT) described as Parts 4-6, Plan 57R-10822, in the Geographic Village of Fenelon Falls, City of Kawartha Lakes" (the "**Easement Lands**")

PRICE: The Grantee agrees to compensate the Grantor in the amount of Two Dollars (CDN\$2.00) (the "**Price**").

ADDITIONAL COSTS: The Grantee agrees to reimburse the Grantor for all reasonable and documented external legal costs incurred to complete the closing arrangements as provided for in Section 4 of this agreement (the "**Agreement**") upon receiving a receipt from the Grantor's solicitor (the "**Additional Costs**").

TERM: The Grantor acknowledges that the easement allows for the Grantee to be able to carry out among other things operation, repair and maintenance of natural gas infrastructure (the "**Easement**"). The Easement shall commence as of the date of the execution by the Grantor. More specific terms shall be set out in Schedule "A" attached to this Agreement. These terms shall be attached to the easement documents registered on title.

BALANCE: The Grantor agrees to pay the balance of and Price the Additional Costs, by bank draft or certified cheque, to the Grantor's solicitor in trust on closing, subject to the usual adjustments.

FURTHER CLAUSES AND CONDITIONS:

1. **COMPLETION DATE:** This Agreement shall be completed and registered on title by no later than 5:00 p.m. on or before the 30th day following the execution of both the Grantor and Grantee of this Agreement. If the 30th day is not a business day, it shall be the next business day and if said not that day then mutually agreed upon by both the Grantor and Grantee.
2. **HST:** If this transaction is subject to Harmonized Sales Tax (H.S.T.), then such tax shall be in addition to the Price. If this transaction is not subject to H.S.T., the Grantor agrees to certify on or before closing that the transaction is not subject to H.S.T.
3. **TITLE:** Title to the Easement Lands shall be good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a

letter from the relevant municipality or regulated utility; (c) any minor registered easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any registered easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the present use of the property.

4. **CLOSING ARRANGEMENTS:** Where each of the Grantee and the Grantor retain a lawyer to complete the Agreement to enter into an Easement and where in the transaction will be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act*, R.S.O. 1990, Chapter L4 and the *Electronic Registration Act* S.O. 1991, Chapter 44, and any amendments thereto, the Grantee and the Grantor acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Grantee and the Grantor will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Grantee and Grantor irrevocably instruct the said lawyers to be bound by the document registration agreement, which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location by both lawyers.
5. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by Grantee and Grantor or by their respective lawyers who may be specifically authorized in that regard.
6. **TENDER:** Any tender documents or money hereunder may be made upon Grantee or Grantor or their respective lawyers on the day set for completion. Money may be tendered by bank draft or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
7. **AGREEMENT IN WRITING:** If there is conflict between any provision written or typed in this Agreement (including any Schedule attached hereto) and any provision in the printed portion hereof, the written or typed provision shall supersede the printed provision to the extent of such conflict. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between the Grantor and the Grantee. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by context.
8. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.
9. **LEGAL ADVICE:** The Grantor and Grantee acknowledge that they have either received or waived the benefit of their own independent legal advice with respect to the execution of this Agreement.

10. **PUBLIC DOCUMENT:** The Grantee acknowledges that this Agreement is a public document, and consents to its disclosure pursuant to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56.
11. **CONSENT:** The Grantor acknowledges that the Grantee is obtaining the attached Easement in connection with a project that involves the Grantee obtaining easements over the privately owned lands described as Parts 1,2,3,& 5 Plan 57R-10822 for the construction of a new natural gas pipeline. The Grantor hereby consents to the Grantee's acquisition of easement(s) over the lands described as PINs 63155-0133, 63155-0135, (LT); such lands are subject to Instrument No. R431451, R425901, R372405, being Easements in favour of the Grantor containing a prohibition against the granting of further easements over the aforementioned lands

DATED at _____, this _____ day of _____, 2021.

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

Per: _____

Name: Andy Letham

Title: Mayor

Per: _____

Name: Cathie Ritchie

Title: Clerk

We have authority to bind the Corporation pursuant
to By-Law _____

DATED at _____, this _____ day of _____, 2021.

ENBRIDGE GAS INC.

Per: _____

Name: Cheryl Chauvin-Fryscok

Title: Supervisor Land Contracts and Services

I/We have the authorization to bind the Corporation.

SCHEDULE 'A'

ADDITIONAL COVENANTS

1. The Grantor hereby grants, transfers and conveys unto the Grantee in perpetuity, but subject to the right of termination of the Grantor set out in Section 3, the free, uninterrupted and unobstructed right and easement to survey, lay, construct, install, operate, use, inspect, repair and maintain, replace, alter, enlarge, reconstruct, expand and remove gas pipelines on the Easement Lands together with any and all attachments, appurtenances, fixtures or works and other equipment thereto and including but not limited to meters and markers, as the Grantee may deem necessary or convenient thereto from time to time (all of the foregoing collectively referred to as the "**Equipment**") on, in, across, under and through the Easement Lands and including the right of the Grantee and its servants, agents, contractors and workmen with all necessary materials, equipment, machinery and vehicles to enter upon the Easement Lands at all times and to pass and re-pass thereon.
2. Grantee shall have the right at any time and from time to time to remove any boulder or rock and to sever, fell, remove or control the growth of any roots, trees, stumps, brush or other vegetation on or under the Easement Lands.
3. The Grantor may terminate this easement and require the Grantor to relocate from the Easement Lands subject to satisfaction of the following conditions: (i) provision of reasonable notice to the Grantee of such termination; (ii) provision by the Grantor to the Grantee at no charge, of an alternate location for the Equipment in municipal road allowance acceptable to the Grantee (the "**Alternate Location**"); (iii) completion by the Grantee of the installation and energization of the Equipment in the Alternate Location, enabling the Grantee to continue to provide gas distribution services without interruption to all customers who are serviced through Equipment located within the Easement Lands; and (iv) Equipment in the Easement Lands will be de-energized and abandoned in place by Grantee in accordance with Grantee's standard procedures with surface restoration being completed by the Grantee to a condition consistent with the original condition of the Easement Lands at time of grant of the easement pursuant to this Agreement. In the event of such termination and relocation, all costs, expenses and overheads incurred by the Grantee in order to relocate the Equipment to the Alternate Location will be shared by the Grantee and Grantor using the formula set out in Section 12(c) and (d) of the franchise agreement entered into between the parties pursuant to Grantor's By-Law 2005-104 (the "**franchise agreement**").
4. The Grantor may request that Grantee relocate the Equipment from its existing location in the Easement Lands to an alternate location within the Easement Lands by providing a minimum of two (2) years prior written notice to the Grantee (the "**notice period**") provided that such notice period shall not commence until the following conditions have been satisfied: (i) provision by the Grantor to the Grantee at no charge, of an alternate location for the Equipment in within the Easement Lands acceptable to the Grantee and that can accommodate a gas distribution design/configuration and construction method acceptable to Grantee and enabling the Grantee to continue to provide gas distribution services without interruption to all customers who are serviced through Equipment located within the Easement Lands (the "**Alternate Easement Location**"); and (ii) acceptance by the Grantor that any subsequent development/use of the Easement Lands by Grantor or any third party will comply with Enbridge's then current Third Party Requirements in the Vicinity of Natural Gas Facilities. In connection with any such relocation within the Easement Lands, the Grantor agrees that following the installation and energization of the Equipment at the Alternate Easement Location, the installed Equipment in the original location in the Easement Lands will be de-energized and abandoned in place by Grantee in accordance with Grantee's standard procedures with surface restoration being completed by the

Grantee to a condition consistent with the original condition of the Easement Lands at time of grant of the easement pursuant to this Agreement. In the event of such relocation within the Easement Lands all costs, expenses and overheads incurred by the Grantee in order to relocate the Equipment to the Alternate Easement Location will be shared by the Grantee and Grantor using the formula set out in Section 12(c) and (d) of the franchise agreement.

5. Grantor covenants with the Grantee (i) to keep the Easement Lands free and clear of any buildings, structures, fences or obstructions; (ii) not to deposit on or remove any fill from the Easement Lands or otherwise excavate, alter the grading, drill, install thereon any pit, well foundation and/or pavement which will obstruct or prevent the exercise and enjoyment by the Grantee of its rights hereunder; (iii) not to do or suffer to be done any other thing which may or might injure or damage any of the Equipment and without limiting the generality of the foregoing to comply with the Grantee's Third Party Requirements in the Vicinity of Natural Gas Facilities as the same may be amended or updated from time to time.

6. Grantor further covenants with the Grantee that:

- a) it has the right to convey the rights hereby transferred to the Grantee;
- b) Grantee shall have quiet enjoyment of the rights hereby transferred; and
- c) Grantor has not done, omitted or permitted anything whereby the Easement Lands are or may be encumbered (except as the records of the Land Registry Office disclose).

7. Grantor and Grantee each covenant to the other that it will execute such further assurances of the said rights and easement as may be required.

8. The Grantee shall at all times, indemnify and save harmless the Grantor from and against all claims, including costs related thereto, for all damages or injuries including death to any person or persons and for damage to any property, arising out of the Grantee operating, constructing and maintaining its gas system for the carriage of gas owned by others. Provided that the Grantee shall not be required to indemnify or save harmless the Grantor from and against claims, including costs related thereto, which it may incur by reason of damages or injuries including death to any person or persons and damage to any property, resulting from the negligence or wrongful act of the Grantor, its servants, agents or employees.

9. Grantee covenants with the Grantor:

- a) Prior to commencement of work, with the exception of services, the Grantee shall deliver to the Grantor a plan drawn to scale and of appropriate detail, showing the proposed Equipment location within the Easement Lands (the "**Plan**"). All work shall materially conform to the design drawings with material changes to the Plans requiring the prior approval of the Grantor and which approval shall not be unreasonably withheld or delayed. Grantor shall review Plans (or modifications thereof) and communicate acceptance or rejection (with reasons) within five (5) business days of submission by the Grantee
- b) The Grantee will submit within six months of completing the installation and energization of the Equipment two copies of "as laid" drawings of the Equipment to the Grantor. These drawings must be sufficient to accurately establish the location, depth (measurement between the top of the Equipment and the ground surface at the time of installation) and distance of the Equipment. The "as laid" drawings shall be of the same quality as the Plan and, if the approved Plan included elevations that were geodetically referenced, the "as laid"

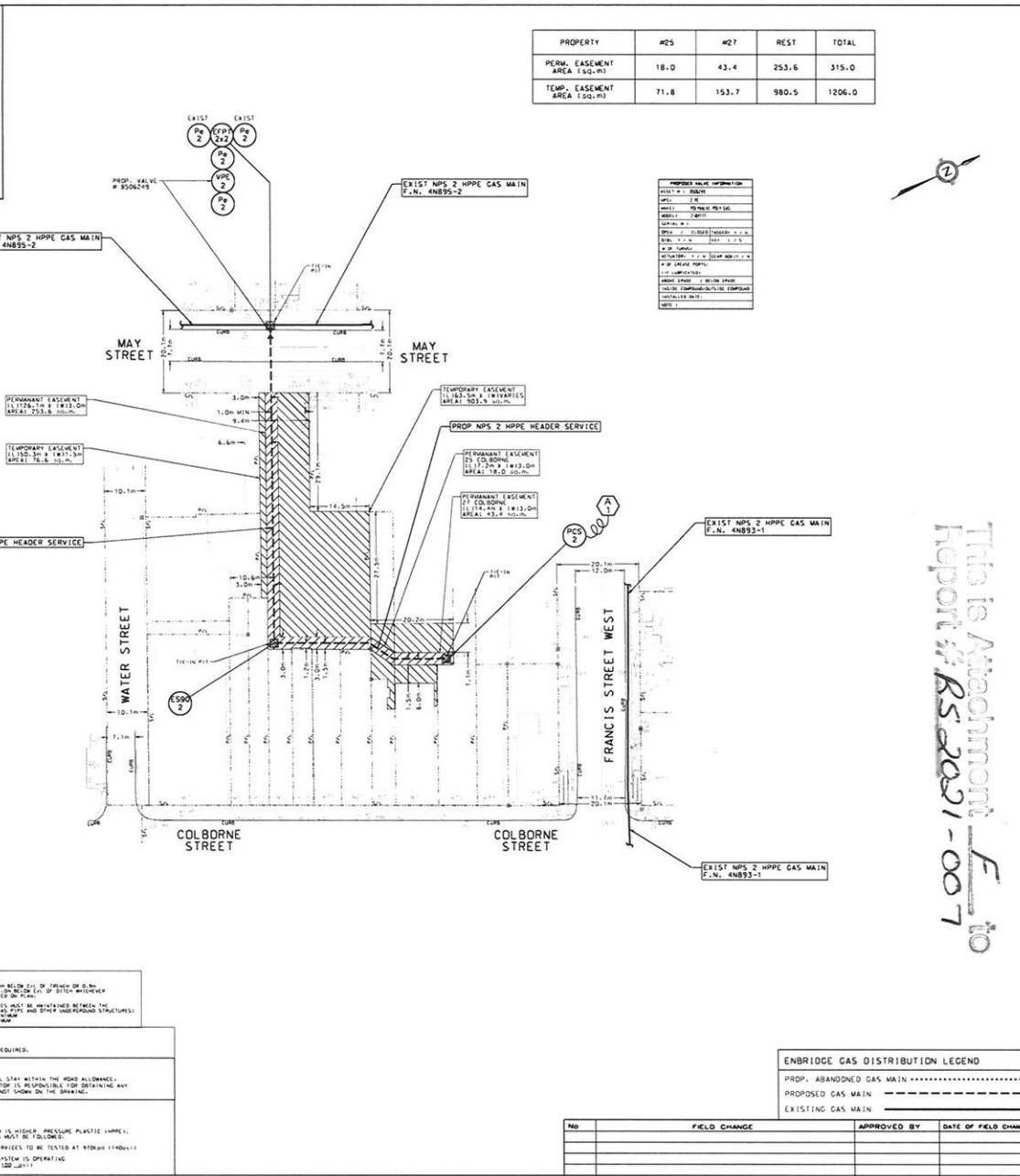
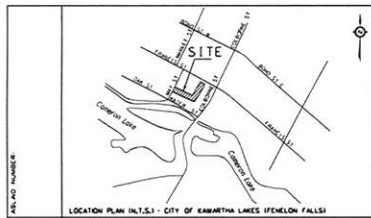
drawings shall similarly include elevations that are geodetically referenced. Upon the request of the Engineer/Roads Superintendent, the Grantee shall provide one copy of the drawings in an electronic format and one copy of the drawings hard copy drawing.

- c) The tie-in pit(s) shall be backfilled with Granular A, compacted to 98% Standard Proctor Density meeting the OPSS 1010 specifications;
- d) The asphalt shall be restored with 60mm of HL4, with the work and material meeting the OPSS 1150 and OPSS 310 specifications;
- e) The tie-in pit and any pits for services shall be restored with a single continuous asphalt patch (1 asphalt patch covering all pits), which is rectangular or square in shape;
- f) The joints in the asphalt between the existing surface and the asphalt patch shall be routed and sealed following the OPSS 341 and OPSS 1212 specifications;
- g) As built drawings shall be submitted to the Engineering Department of the Grantor following completion of the work;
- h) The materials used for restoration along with the workmanship shall be warrantied for a minimum of 12 months;
- i) The Grantee will provide the Engineering Department of the Grantor with notice and obtain approval in accordance with paragraphs 5(a)-(j) of the franchise agreement prior to commencing work on the Lands in non-emergency situations. In the event of an emergency, the Grantee shall proceed with the work required to deal with the emergency and will use its best efforts to provide the Engineering Department of the Grantor with immediate notice of the location and the nature of the emergency and the work being done and, if it deems appropriate, notify the police force, fire, or other emergency services having jurisdiction. The Grantee shall provide the Engineering Department of the Grantor with at least one 24-hour emergency contact for the Grantee and shall ensure the contacts are current; and
- j) All work and any damages to the parking lot or other infrastructure shall be restored to the satisfaction of the Grantor, acting reasonably and
- k) To the extent reasonably feasible all work conducted by the Grantee pursuant to this easement will be executed in such manner so as to maintain free, uninterrupted and unobstructed access through and over the Easement Lands at all times. The Grantee covenants to utilize where possible horizontal directional drilling techniques.

Upon Termination of this Agreement, the Grantee will consent to the Grantor deleting the Agreement from title to the Lands. This obligation survives the termination of the Agreement, as does the Grantee's obligation to restore the Lands as provided in Section 3, and its indemnification of the Grantor. The Grantor's covenants pursuant to Section 3 shall survive termination of the Agreement.

IT IS UNDERSTOOD and agreed that the burden of this easement and of all the covenants herein contained shall run with the Lands and that this easement and all the covenants herein contained shall

be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.



PROPERTY	#25	#27	REST	TOTAL
PERM. EASEMENT AREA (SQ. FT.)	18.0	43.4	253.6	315.0
TEMP. EASEMENT AREA (SQ. FT.)	71.8	153.7	980.5	1206.0

PROPOSED VALVE INFORMATION
VALVE #1: 100/40
VALVE #2: 100/40
VALVE #3: 100/40
VALVE #4: 100/40
VALVE #5: 100/40
VALVE #6: 100/40
VALVE #7: 100/40
VALVE #8: 100/40
VALVE #9: 100/40
VALVE #10: 100/40
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VALVE #100: 100/40

PROPOSED ENBRIDGE BILL OF MATERIALS

MARK	DATE	STOCK NO.	DESCRIPTION	QTY	UNIT
1	2019-04-23	100/40	100/40	1	EA
2	2019-04-23	100/40	100/40	1	EA
3	2019-04-23	100/40	100/40	1	EA
4	2019-04-23	100/40	100/40	1	EA
5	2019-04-23	100/40	100/40	1	EA
6	2019-04-23	100/40	100/40	1	EA
7	2019-04-23	100/40	100/40	1	EA
8	2019-04-23	100/40	100/40	1	EA
9	2019-04-23	100/40	100/40	1	EA
10	2019-04-23	100/40	100/40	1	EA
11	2019-04-23	100/40	100/40	1	EA
12	2019-04-23	100/40	100/40	1	EA
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96	2019-04-23	100/40	100/40	1	EA
97	2019-04-23	100/40	100/40	1	EA
98	2019-04-23	100/40	100/40	1	EA
99	2019-04-23	100/40	100/40	1	EA
100	2019-04-23	100/40	100/40	1	EA

ENBRIDGE GAS DISTRIBUTION LEGEND

PROP. ABANDONED GAS MAIN
 PROPOSED GAS MAIN
 EXISTING GAS MAIN

NO.	FIELD CHANGE	APPROVED BY	DATE OF FIELD CHANGE
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THE CORPORATION OF THE CITY OF KAWARTHA LAKES

BY-LAW 2005 - 104

A BY-LAW TO AUTHORIZE A FRANCHISE AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF KAWARTHA LAKES AND ENBRIDGE GAS DISTRIBUTION INC.

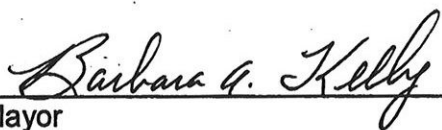
WHEREAS the Council of the Corporation of the City of Kawartha Lakes (Corporation) deems it expedient to enter into the attached franchise agreement with Enbridge Gas Distribution Inc.;

AND WHEREAS the Ontario Energy Board by its Order issued pursuant to the *Municipal Franchises Act* on this 9th day of December, 2005 has approved the terms and conditions upon which and the period for which the franchise provided for in the attached agreement is proposed to be granted, and has declared and directed that the assent of the municipal electors in respect of this By-law is not necessary;

NOW THEREFORE BE IT ENACTED:

1. That the attached franchise agreement between The Corporation of the City of Kawartha Lakes and The Enbridge Gas Distribution Inc. is hereby authorized and the franchise provided for therein is hereby granted.
2. That the Clerk and the Mayor are hereby authorized and instructed on behalf of the Corporation to enter into and execute under its corporate seal and deliver the aforesaid agreement, which agreement is hereby incorporated into and shall form part of this By-law.
3. That the By-law referred to in Schedule 'A' annexed hereto and forming part of this By-law is hereby repealed insofar as it applies to any area within the present geographic limits of the Corporation.

By-law read a first and second time this 10th day of May, 2005.

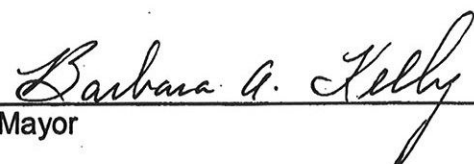


Mayor



Clerk

By-law read a third time and finally passed, this 7th day of February, 2006.



Mayor



Clerk

SCHEDULE 'A' TO BY-LAW 2005-104

By-law No. 1998-34 enacted and passed by the Council of the Corporation of the Township of Emily on October 13, 1998.

By-law No. 37-77 enacted and passed by the Council of the Corporation of the Town of Lindsay on October 3, 1977.

By-law No. 98-08 enacted and passed by the Council of the Corporation of the Township of Manvers on September 8, 1998.

By-law No. 2000-36 enacted and passed by the Council of the Corporation of the Township of Mariposa on July 17, 2000.

By-law No. 1998-11 enacted and passed by the Council of the Corporation of the Village of Omemee on October 13, 1998.

By-law No. 98-26 enacted and passed by the Council of the Corporation of the Township of Ops on July 13, 1998.

By-law No. 1989-06 enacted and passed by the Council of the Corporation of the County of Victoria on February 15, 1989.

Model Franchise Agreement

THIS AGREEMENT effective this day of , 20 .

BETWEEN: The Corporation of the City of Kawartha Lakes hereinafter called the
"Corporation"

- and -

Enbridge Gas Distribution Inc. hereinafter called the "Gas Company"

WHEREAS the Gas Company desires to distribute, store and transmit gas in the Municipality upon the terms and conditions of this Agreement;

AND WHEREAS by by-law passed by the Council of the Corporation (the "By-law"), the duly authorized officers have been authorized and directed to execute this Agreement on behalf of the Corporation;

THEREFORE the Corporation and the Gas Company agree as follows:

Part I - Definitions

1. In this Agreement:

- a. "decommissioned" and "decommissions" when used in connection with parts of the gas system, mean any parts of the gas system taken out of active use and purged in accordance with the applicable CSA standards and in no way affects the use of the term 'abandoned' pipeline for the purposes of the Assessment Act;
- b. "Engineer/Road Superintendent" means the most senior individual employed by the Corporation with responsibilities for highways within the Municipality or the person designated by such senior employee or such other person as may from time to time be designated by the Council of the Corporation;
- c. "gas" means natural gas, manufactured gas, synthetic natural gas, liquefied petroleum gas or propane-air gas, or a mixture of any of them, but does not include a liquefied petroleum gas that is distributed by means other than a pipeline;

- d. "gas system" means such mains, plants, pipes, conduits, services, valves, regulators, curb boxes, stations, drips or such other equipment as the Gas Company may require or deem desirable for the distribution, storage and transmission of gas in or through the Municipality;
- e. "highway" means all common and public highways and shall include any bridge, viaduct or structure forming part of a highway, and any public square, road allowance or walkway and shall include not only the travelled portion of such highway, but also ditches, driveways, sidewalks, and sodded areas forming part of the road allowance now or at any time during the term hereof under the jurisdiction of the Corporation;
- f. "Model Franchise Agreement" means the form of agreement which the Ontario Energy Board uses as a standard when considering applications under the Municipal Franchises Act. The Model Franchise Agreement may be changed from time to time by the Ontario Energy Board;
- g. "Municipality" means the territorial limits of the Corporation on the date when this Agreement takes effect, and any territory which may thereafter be brought within the jurisdiction of the Corporation;
- h. "Plan" means the plan described in Paragraph 5 of this Agreement required to be filed by the Gas Company with the Engineer/Road Superintendent prior to commencement of work on the gas system; and
- i. whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the Agreement so requires.

Part II - Rights Granted

2. To provide gas service:

The consent of the Corporation is hereby given and granted to the Gas Company to distribute, store and transmit gas in and through the Municipality to the Corporation and to the inhabitants of the Municipality.

3. To Use Highways.

Subject to the terms and conditions of this Agreement the consent of the corporation is hereby given and granted to the Gas Company to enter upon all highways now or at any time hereafter under the jurisdiction of the Corporation and to lay, construct, maintain, replace, remove, operate and repair a gas system for the distribution, storage and transmission of gas in and through the Municipality.

4. Duration of Agreement and Renewal Procedures.

- a. If the Corporation has not previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law.

or

- b. If the Corporation has previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law provided that, if during the 20-year term this agreement, the Model Franchise Agreement is changed, then on the 7th anniversary and on the 14th anniversary of the date of the passing of the By-law, this Agreement shall be deemed to be amended to incorporate any changes in the Model Franchise Agreement in effect on such anniversary dates. Such deemed amendments shall not apply to alter the 20-year term.
- c. At any time within two years prior to the expiration of this Agreement, either party may give notice to the other that it desires to enter into negotiations for a renewed franchise upon such terms and conditions as may be agreed upon. Until such renewal has been settled, the terms and conditions of this Agreement shall continue, notwithstanding the expiration of this Agreement. This shall not preclude either party from applying to the Ontario Energy Board for a renewal of the Agreement pursuant to section 10 of the Municipal Franchises Act.

Part III - Conditions

5. Approval of Construction

- a. The Gas Company shall not undertake any excavation, opening or work which will disturb or interfere with the surface of the travelled portion of any highway unless a permit therefor has first been obtained from the Engineer/Road Superintendent and all work done by the Gas Company shall be to his satisfaction.

- b. Prior to the commencement of work on the gas system, or any extensions or changes to it (except service laterals which do not interfere with municipal works in the highway), the Gas Company shall file with the Engineer/Road Superintendent a Plan, satisfactory to the Engineer/Road Superintendent, drawn to scale and of sufficient detail considering the complexity of the specific locations involved, showing the highways in which it proposes to lay its gas system and the particular parts thereof it proposes to occupy.
- c. The Plan filed by the Gas Company shall include geodetic information for a particular location:
 - i. where circumstances are complex, in order to facilitate known projects, including projects which are reasonably anticipated by the Engineer/Road Superintendent, or
 - ii. when requested, where the Corporation has geodetic information for its own services and all others at the same location.
- d. The Engineer/Road Superintendent may require sections of the gas system to be laid at greater depth than required by the latest CSA standard for gas pipeline systems to facilitate known projects or to correct known highway deficiencies.
- e. Prior to the commencement of work on the gas system, the Engineer/Road Superintendent must approve the location of the work as shown on the Plan filed by the Gas Company, the timing of the work and any terms and conditions relating to the installation of the work.
- f. In addition to the requirements of this Agreement, if the Gas Company proposes to affix any part of the gas system to a bridge, viaduct or other structure, if the Engineer/Road Superintendent approves this proposal, he may require the Gas Company to comply with special conditions or to enter into a separate agreement as a condition of the approval of this part of the construction of the gas system.
- g. Where the gas system may affect a municipal drain, the Gas Company shall also file a copy of the Plan with the Corporation's Drainage Superintendent for purposes of the Drainage Act, or such other person designated by the Corporation as responsible for the drain.
- h. The Gas Company shall not deviate from the approved location for any part of the gas system unless the prior approval of the Engineer/Road Superintendent to do so is received.

- i. The Engineer/Road Superintendent's approval, where required throughout this Paragraph, shall not be unreasonably withheld.
- j. The approval of the Engineer/Road Superintendent is not a representation or warranty as to the state of repair of the highway or the suitability of the highway for the gas system.

6. As Built Drawings

The Gas Company shall, within six months of completing the installation of any part of the gas system, provide two copies of "as built" drawings to the Engineer/Road Superintendent. These drawings must be sufficient to accurately establish the location, depth (measurement between the top of the gas system and the ground surface at the time of installation) and distance of the gas system. The "as built" drawings shall be of the same quality as the Plan and, if the approved pre-construction plan included elevations that were geodetically referenced, the "as built" drawings shall similarly include elevations that are geodetically referenced. Upon the request of the Engineer/Road Superintendent, the Gas Company shall provide one copy of the drawings in an electronic format and one copy as a hard copy drawing.

7. Emergencies

In the event of an emergency involving the gas system, the Gas Company shall proceed with the work required to deal with the emergency, and in any instance where prior approval of the Engineer/Road Superintendent is normally required for the work, the Gas Company shall use its best efforts to immediately notify the Engineer/Road Superintendent of the location and nature of the emergency and the work being done and, if it deems appropriate, notify the police force, fire or other emergency services having jurisdiction. The Gas Company shall provide the Engineer/Road Superintendent with at least one 24 hour emergency contact for the Gas Company and shall ensure the contacts are current.

8. Restoration

The Gas Company shall well and sufficiently restore, to the reasonable satisfaction of the Engineer/Road Superintendent, all highways, municipal works or improvements which it may excavate or interfere with in the course of laying, constructing, repairing or removing its gas system, and shall make good any settling or subsidence thereafter caused by such excavation or interference. If the Gas Company fails at any time to do any work required by this Paragraph within a reasonable period of time, the Corporation may do or cause such work to be done and the Gas Company shall, on demand,

pay the Corporation's reasonably incurred costs, as certified by the Engineer/Road Superintendent.

9. Indemnification

The Gas Company shall, at all times, indemnify and save harmless the Corporation from and against all claims, including costs related thereto, for all damages or injuries including death to any person or persons and for damage to any property, arising out of the Gas Company operating, constructing, and maintaining its gas system in the Municipality, or utilizing its gas system for the carriage of gas owned by others. Provided that the Gas Company shall not be required to indemnify or save harmless the Corporation from and against claims, including costs related thereto, which it may incur by reason of damages or injuries including death to any person or persons and for damage to any property, resulting from the negligence or wrongful act of the Corporation, its servants, agents or employees.

10. Insurance

- a. The Gas Company shall maintain Comprehensive General Liability Insurance in sufficient amount and description as shall protect the Gas Company and the Corporation from claims for which the Gas Company is obliged to indemnify the Corporation under Paragraph 9. The insurance policy shall identify the Corporation as an additional named insured, but only with respect to the operation of the named insured (the Gas Company). The insurance policy shall not lapse or be cancelled without sixty (60) days' prior written notice to the Corporation by the Gas Company.
- b. The issuance of an insurance policy as provided in this Paragraph shall not be construed as relieving the Gas Company of liability not covered by such insurance or in excess of the policy limits of such insurance.
- c. Upon request by the Corporation, the Gas Company shall confirm that premiums for such insurance have been paid and that such insurance is in full force and effect.

11. Alternative Easement

The Corporation agrees, in the event of the proposed sale or closing of any highway or any part of a highway where there is a gas line in existence, to give the Gas Company reasonable notice of such proposed sale or closing and, if is feasible, to provide the Gas Company with easements over that part of the highway proposed to be sold or closed sufficient to allow the Gas Company to preserve any part of the gas system in its then existing

location. In the event that such easements cannot be provided, the Corporation and the Gas Company shall share the cost of relocating or altering the gas system to facilitate continuity of gas service, as provided for in Paragraph 12 of this Agreement.

12. Pipeline Relocation

- a. If in the course of constructing, reconstructing, changing, altering or improving any highway or any municipal works, the Corporation deems that it is necessary to take up, remove or change the location of any part of the gas system, the Gas Company shall, upon notice to do so, remove and/or relocate within a reasonable period of time such part of the gas system to a location approved by the Engineer/Road Superintendent.
- b. Where any part of the gas system relocated in accordance with this Paragraph is located on a bridge, viaduct or structure, the Gas Company shall alter or relocate that part of the gas system at its sole expense.
- c. Where any part of the gas system relocated in accordance with this Paragraph is located other than on a bridge, viaduct or structure, the costs of relocation shall be shared between the Corporation and the Gas Company on the basis of the total relocation costs, excluding the value of any upgrading of the gas system, and deducting any contribution paid to the Gas Company by others in respect to such relocation; and for these purposes, the total relocation costs shall be the aggregate of the following:
 - i. the amount paid to Gas Company employees up to and including field supervisors for the hours worked on the project plus the current cost of fringe benefits for these employees,
 - ii. the amount paid for rental equipment while in use on the project and an amount, charged at the unit rate, for Gas Company equipment while in use on the project,
 - iii. the amount paid by the Gas Company to contractors for work related to the project,
 - iv. the cost to the Gas Company for materials used in connection with the project, and
 - v. a reasonable amount for project engineering and project administrative costs which shall be 22.5% of the aggregate of the amounts determined in items (i), (ii), (iii) and (iv) above.

- d. The total relocation costs as calculated above shall be paid 35% by the Corporation and 65% by the Gas Company, except where the part of the gas system required to be moved is located in an unassumed road or in an unopened road allowance and the Corporation has not approved its location, in which case the Gas Company shall pay 100% of the relocation costs.

Part IV - Procedural And Other Matters

13. Municipal By-laws of General Application

The Agreement is subject to the provisions of all regulating statutes and all municipal by-laws of general application, except by-laws which have the effect of amending this Agreement.

14. Giving Notice

Notices may be delivered to, sent by facsimile or mailed by prepaid registered post to the Gas Company at its head office or to the authorized officers of the Corporation at its municipal offices, as the case may be.

15. Disposition of Gas System

- a. If the Gas Company decommissions part of its gas system affixed to a bridge, viaduct or structure, the Gas Company shall, at its sole expense, remove the part of its gas system affixed to the bridge, viaduct or structure.
- b. If the Gas Company decommissions any other part of its gas system, it shall have the right, but is not required, to remove that part of its gas system. It may exercise its right to remove the decommissioned parts of its gas system by giving notice of its intention to do so by filing a Plan as required by Paragraph 5 of this Agreement for approval by the Engineer/Road Superintendent. If the Gas Company does not remove the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in any highway, the Corporation may remove and dispose of so much of the decommissioned gas system as the Corporation may require for such purposes and neither party shall have recourse against the other for any loss, cost, expense or damage occasioned thereby. If the Gas Company has not removed the part of the gas system it has decommissioned and the Corporation requires the removal of all or any

part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in a highway, the Gas Company may elect to relocate the decommissioned gas system and in that event Paragraph 12 applies to the cost of relocation.

16. Use of Decommissioned Gas System

- a. The Gas Company shall provide promptly to the Corporation, to the extent such information is known:
 - i. the names and addresses of all third parties who use decommissioned parts of the gas system for purposes other than the transmission or distribution of gas; and
 - ii. the location of all proposed and existing decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas.
- b. The Gas Company may allow a third party to use a decommissioned part of the gas system for purposes other than the transmission or distribution of gas and may charge a fee for that third party use, provided
 - i. the third party has entered into a municipal access agreement with the Corporation; and
 - ii. the Gas Company does not charge a fee for the third party's right of access to the highways.
- c. Decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas are not subject to the provisions of this Agreement. For decommissioned parts of the gas system used for purposes other than the transmission and distribution of gas, issues such as relocation costs will be governed by the relevant municipal access agreement.

17. Franchise Handbook

The Parties acknowledge that operating decisions sometimes require a greater level of detail than that which is appropriately included in this Agreement. The Parties agree to look for guidance on such matters to the Franchise Handbook prepared by the Association of Municipalities of Ontario and the gas utility companies, as may be amended from time to time.

18. Agreement Binding Parties

This Agreement shall extend to, benefit and bind the parties thereto, their successors and assigns, respectively.

IN WITNESS WHEREOF the parties have executed this Agreement effective from the date written above.

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

By: Barbara A. Kelly
Barbara A. Kelly, Mayor

By: Judy Currins
Judy Currins, Clerk

ENBRIDGE GAS DISTRIBUTION INC.

By: K. Scott Player
K. Scott Player
Vice President
Finance

By: [Signature]
Duly Authorized Officer

DATED this day of , 20 .

THE CORPORATION OF THE
CITY OF KAWARTHA LAKES

- and -

ENBRIDGE GAS DISTRIBUTION INC.

FRANCHISE AGREEMENT

ENBRIDGE GAS DISTRIBUTION INC.
500 Consumers Road
North York, Ontario
M2J 1P8

Attention: Regulatory Affairs Department

Council Report

Report Number: RS2021-008

Meeting Date: April 20, 2021

Title: **Authorize the Amended Easement in Favour of Enbridge Gas Inc. on Municipal Owned Land Behind 61 to 65 Colborne Street, in the Geographic Village of Fenelon Falls, City of Kawartha Lakes (PIN: 63155-0099)**

Description: Underground gas pipe to be located under City parking lot with third party rights to travel over. Property further identified being identified as Part 7 on 57R-10826.

Author and Title: Robyn Carlson, City Solicitor

Recommendations:

That Report RS2021-008, **Authorize the Amended Easement in Favour of Enbridge Gas Inc. on Municipal Owned Land Behind 61 to 65 Colborne Street, in the Geographic Village of Fenelon Falls, in the City of Kawartha Lakes**, be received; and

That Council direct the Mayor and Clerk to execute all documentation related to complete the grant of easement, substantially in the form as set out in Appendix E.

Department Head: _____

Financial/Legal/HR/Other: _____

Chief Administrative Officer: _____

Background

At the Council Meeting of September 15, 2020, Council adopted the following resolution:

CR2020-267

That Report RS2020-020, **Authorize a Grant of Easement in Favour of Enbridge Gas Inc. in the Geographic Village of Fenelon Falls, City of Kawartha Lakes (PIN 63155-0099)**, be received; and

That Council allow for the Mayor and Clerk to execute all documentation related to the Grant of Easement.

Subsequent to obtaining direction from Council, Enbridge Gas Inc. ("Enbridge") requested that amendments to the approved easement be made. This report addresses that request.

The proposed grant of easement previously approved by Council on the recommendation of the Land Management Committee is attached as Appendix D. The form of easement recommended by Enbridge is attached as Appendix E.

Appendix A is a general location map. Appendix B is an Aerial Map. Appendix C is the Plan 57R-10822.

The Franchise Agreement between the parties, being By-law 2005-104 and attached as Appendix G, governs the rights and responsibilities of the parties when Enbridge is locating within a right of way, provides guidance in that it sets out what the agreement would be between the parties should Enbridge have decided to locate in the road.

Rationale

The version approved by Council provided for cost recovery of \$8,500. The proposed version provides for minimal cost recovery. The Franchise Agreement does not provide for cost recovery of staff time (Legal costs associated with easement negotiation and drafting and Engineering costs associated with review of engineering drawings, valued at \$1,5000 and \$6,500, respectively), but does provide for recovery for external legal costs associated with registration of the easement on title to City property (valued at \$500).

The version approved by Council provided for the removal of the gas service upon decommissioning. The proposed version provides that Enbridge may either remove the

gas service upon decommissioning, or keep the gas service in its location. The proposed version of the agreement is consistent with the Franchise Agreement.

The version approved by Council provides that, if the City is exposed to incremental costs associated with the location of the gas service (such as costs to work around the infrastructure when putting in other underground utilities), the City will recover these costs. The proposed version of the agreement states that the City will not be reimbursed for these costs. The proposed version of the agreement is consistent with the Franchise Agreement.

The version approved by Council provides that, if the City has to relocate Enbridge's infrastructure, the City will pay 100% of its relocation costs. The proposed version of the agreement and the Franchise Agreement state that the City will pay 35% and Enbridge will pay 65% of the relocation costs. City Staff recommend that, in lieu of cost recovery, it revise this provision so that it is in line with the Franchise Agreement.

The version approved by Council and the proposed version both provide for relocation to the street on 2 years' notice. The Franchise Agreement states that "reasonable" notice will be provided for relocation within the parking lot.

The balance of the provisions remain the same or substantially the same.

Third party rights exist over this property, which allow identified third party property owners to travel over this property. Accordingly, any work done by Enbridge will need to maintain an access corridor over the property for these easement holders, or minimally impair such access.

Other Alternatives Considered

Council could decide not to proceed with allowing the grant of easement in favour of Enbridge Gas Inc. Enbridge Gas Inc. could install their infrastructure within the road allowance and proceed through the Municipal Consent process.

Council could direct staff to renegotiate the Franchise Agreement with Enbridge so that future locations are subject to the City obtaining cost recovery associated with drafting the easements and reviewing the documents.

Alignment to Strategic Priorities

The recommendations set out in this Report align with the following strategic priority:

- Good Government

- Support community infrastructure as a partner and advocate to maintain and encourage expansion of demanded community infrastructure and institutions.

Financial/Operation Impacts

The City will expend approximately \$8,000 in administering this easement, which will not be reimbursed by Enbridge. Construction of the gas line will cause some disruption to downtown businesses that use the parking lot for access, as the majority of the parking lot will be unavailable for parking for the duration of construction.

Consultations

Director of Engineering and Corporate Assets

Attachments

Appendix A – General Location Map



Appendix A -
General Location Map

Appendix B – Aerial Map



Appendix B - Aerial
Map.pdf

Appendix C – Plan 57R-10826



Appendix C -
57R10826.pdf

Appendix D – Grant of Easement (Previously Approved by Council)



Appendix D - Grant
of Easement (Previous

Appendix E – Proposed Grant of Easement



Adobe Acrobat
Document

Appendix F – Drawing



Appendix F -
Drawing B.pdf

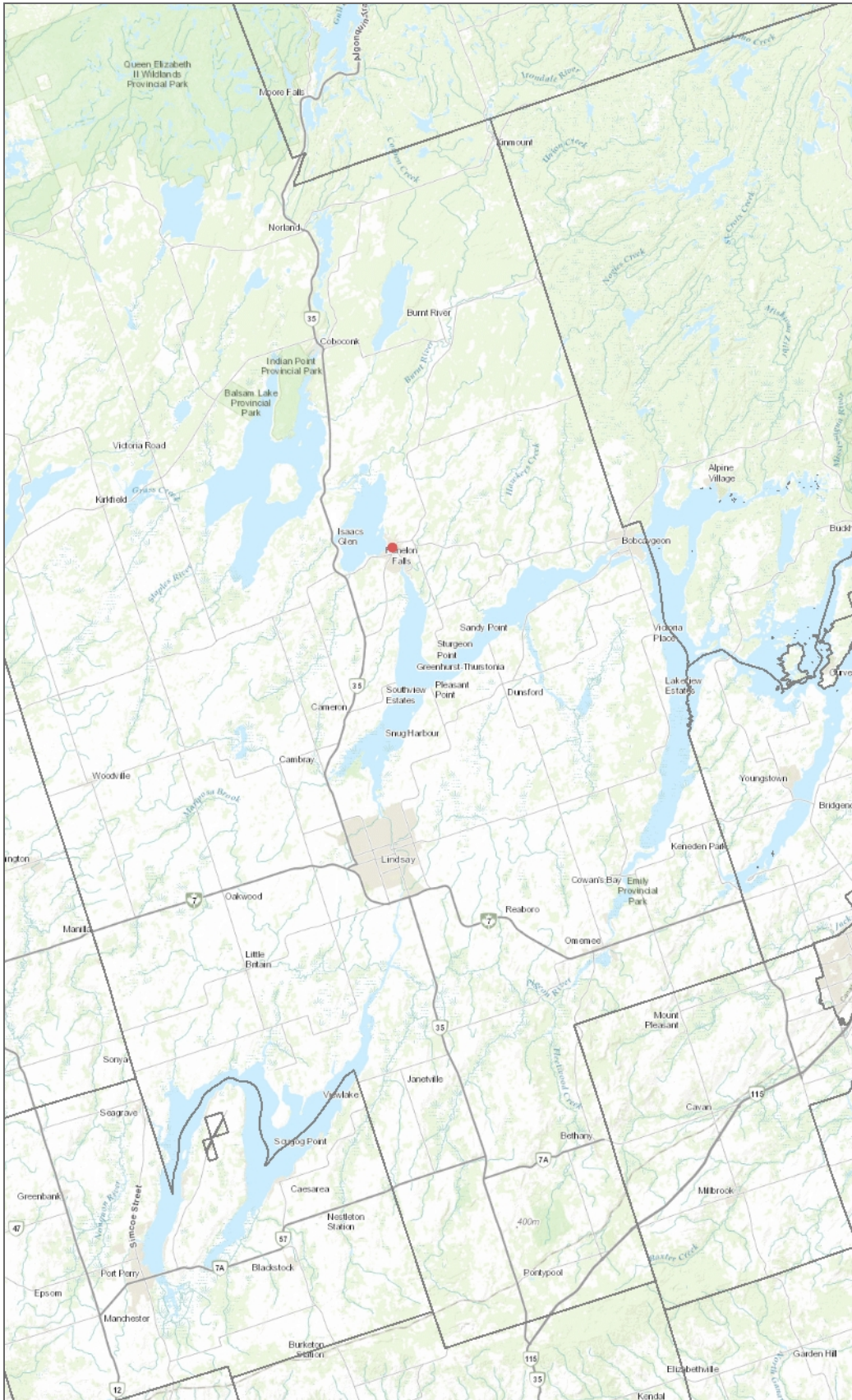
Appendix G – By-law 2005-



Appendix%20G%20
-%20Bylaw%202005-

Department Head e-mail: rcarlson@kawarthalakes.ca

Department Head: Robyn Carlson



Appendix A
to
Report RS2021-008
File No.

■ Subject Properties

Lower Tier Municipalities

22.93

Kilometers

1: 577,791



THIS MAP IS NOT TO BE USED FOR NAVIGATION

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

© City Of Kawartha Lakes

Date: January 12,
2021



THIS MAP IS NOT TO BE USED FOR NAVIGATION This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

© City Of Kawartha Lakes

Appendix B
to
Report RS2021-008
File No.

■ Subject Properties

- Property Roll Number
- Road Centreline (2016 Nec
- Upper Municipalities
- Lower Tier Municipalities

0.09

Kilometers

1: 2,257



Date: January 13,
2021

PLAN 578-1028
 Registered and deposited
 in the Office of the Registrar
 of Titles
 on the 15th day of
 November 2010
 by the
 City of Kawartha Lakes
 (Vendor) (City)

PLAN 578-1028
 Registered and deposited
 in the Office of the Registrar
 of Titles
 on the 15th day of
 November 2010
 by the
 City of Kawartha Lakes
 (Vendor) (City)

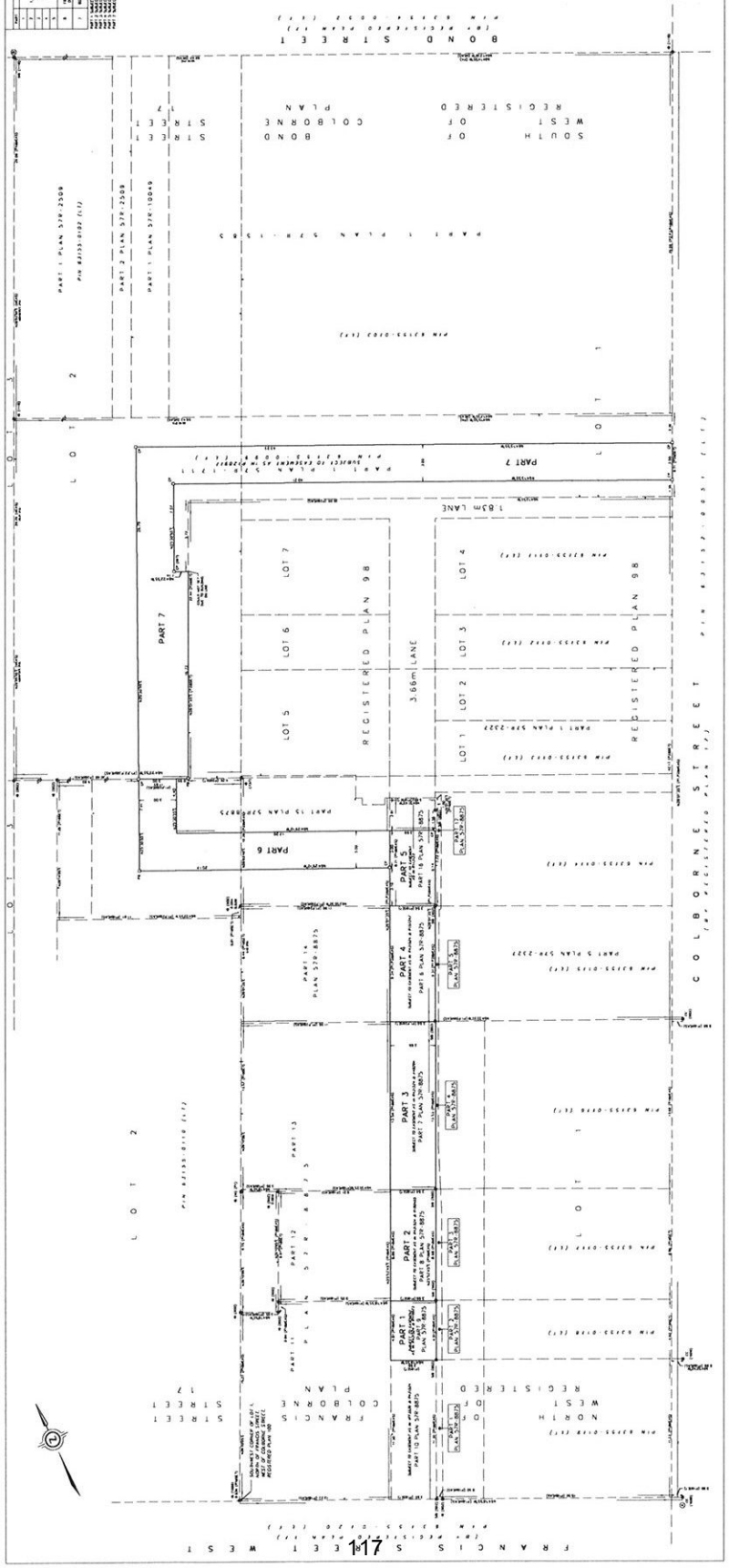
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 (Vendor) (City)

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 Registered and deposited
 in the Office of the Registrar
 of Titles
 on the 15th day of
 November 2010
 by the
 City of Kawartha Lakes
 (Vendor) (City)

This is Attachment C to
 Report # RS-2021-008



AGREEMENT TO GRANT AN EASEMENT

Between:

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

(herein called the "Grantor")

offers to grant an easement to

ENBRIDGE GAS INC.

(herein called the "Grantee")

REAL PROPERTY: Legally described as Part 6 on Plan 98, Part of Lot 1 on Plan 17, Part 2 on Plan 17, Part 1 on 57R-1711 subject to R128917, Lot 3 on Plan 17, Part 1 and 2 on 57R-3324 together with A31885, Lot 4 on Plan 17 as in R173282, subject to A8323, together with R316562, R316563, in the Geographic Village of Fenelon Falls, City of Kawartha Lakes, specifically described as Part 7 on Plan 57R-_____ (the "Lands").

PRICE: The Grantee agrees to compensate the Grantor in the amount of Eight Thousand, Five Hundred Dollars (CDN \$8,500.00).

ADDITIONAL COSTS: The Grantee agrees to reimburse the Grantor for legal costs upon receiving a receipt from the solicitor (the "Additional Costs").

TERM: The Grantor acknowledges that the easement allows for the Grantee to be able to perform operation, repair and maintenance of a gas pipeline (the "Easement"). The Easement shall commence as of the date of the execution by the Grantor. More specific terms shall be set out in Schedule "A" attached to this agreement (the "Agreement"). These terms shall be attached to the easement documents registered on title.

BALANCE: The Grantor agrees to pay the balance of and Price the Additional Costs, by bank draft or certified cheque, to the Grantor's solicitor in trust on closing, subject to the usual adjustments.

FURTHER CLAUSES AND CONDITIONS:

1. **COMPLETION DATE:** This Agreement shall be completed and registered on title by no later than 5:00 p.m. on or before the **30th day** following the execution of both the Grantor and Grantee of this Agreement. If the 30th day is not a business day, it shall be the next business day and if said not that day then mutually agreed upon by both the Grantor and Grantee.
2. **HST:** If this transaction is subject to Harmonized Sales Tax (H.S.T.), then such tax shall be in addition to the Price. If this transaction is not subject to H.S.T., the Grantor agrees to certify on or before closing that the transaction is not subject to H.S.T.
3. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the present use of the property.
4. **CLOSING ARRANGEMENTS:** Where each of the Grantee and the Grantor retain a

lawyer to complete the Agreement to enter into an Easement and where in the transaction will be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act*, R.S.O. 1990, Chapter L4 and the *Electronic Registration Act* S.O. 1991, Chapter 44, and any amendments thereto, the Grantee and the Grantor acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Grantee and the Grantor will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Grantee and Grantor irrevocably instruct the said lawyers to be bound by the document registration agreement, which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location by both lawyers.

5. **INDEMNIFICATION:** The Grantee will indemnify the Grantor for any third party claims relating to the Grantor's work or encumbrance on the Lands. The Grantee will indemnify the Grantor for any spill originating from its pipeline.
6. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by Grantee and Grantor or by their respective lawyers who may be specifically authorized in that regard.
7. **TENDER:** Any tender documents or money hereunder may be made upon Grantee or Grantor or their respective lawyers on the day set for completion. Money may be tendered by bank draft or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
8. **AGREEMENT IN WRITING:** If there is conflict between any provision written or typed in this Agreement (including any Schedule attached hereto) and any provision in the printed portion hereof, the written or typed provision shall supersede the printed provision to the extent of such conflict. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between the Grantor and the Grantee. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by context.

9. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.
10. **LEGAL ADVICE:** The Grantor and Grantee acknowledge that they have either received or waived the benefit of their own independent legal advice with respect to the execution of this Agreement.
11. **PUBLIC DOCUMENT:** The Grantee acknowledges that this Agreement is a public document, and consents to its disclosure pursuant to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56.

DATED at _____, this _____ day of _____, 2020.

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

Per: _____
Name: Andy Letham
Title: Mayor

Per: _____
Name: Cathie Ritchie
Title: Clerk

We have authority to bind the Corporation pursuant to
By-Law _____

DATED at _____, this _____ day of _____, 2020.

ENBRIDGE GAS INC.

Per: _____
Name: Anissa Trenholm
Title: Supervisor, Right of Way

Per: _____
Name: Chuck Reaney
Title: Right of Way Advisor

We have the authorization to bind the Corporation

SCHEDULE 'A'

ADDITIONAL COVENANTS

The Grantor hereby grants, transfers and conveys unto the Grantee the free, uninterrupted and unobstructed right and easement to install, operate, repair and maintain, and remove the gas pipeline together with any and all appurtenances thereto as may be required from time to time on, in, across, under and through the portion of the Lands described as follows: Part 7 on 57R-_____;

TOGETHER WITH the right of the Grantee and its servants, agents, contractors and workmen with all necessary materials, equipment, machinery and vehicles to enter upon the Lands at all times and to pass and re-pass thereon for the purposes of installing, constructing, reconstructing, examining, altering, maintaining, repairing, renewing or replacing the said gas pipeline or any part thereof.

TO HAVE AND TO HOLD the said easement or right in the nature of an easement for the Grantee's sole use forever, **unless terminated by the Grantor on 365 days advance written notice in the event that the Grantor wishes to sell or build upon the Lands and cannot do so without interference with the Easement. In the event that the Grantor wishes to build upon the Lands and is able to do so without interfering with the Easement, but the Grantor is subjected to additional costs as a result of the Easement, then the Grantor is entitled to invoice the Grantee for the additional costs and provide the Grantee with 365 days notice to pay or the Easement is terminated.**

AND the Grantor covenants with the Grantee:

- a) To keep the Lands free and clear of any buildings, structures or obstructions;
- b) Not to deposit on or remove any fill from the Lands, and
- c) Not to do or suffer to be done any other thing which may or might injure or damage any of the works of the Grantee herein.

AND the Grantor covenants with the Grantee that it has the right to convey the said rights and easement to the Grantee, notwithstanding any act of the Grantor.

AND the Grantee shall have quiet possession of the said rights and easement, free from all encumbrances excepting those noted on title, being third party interests in the property as a right of way. **Grantee covenants with the Grantor to do its repair, maintenance and removal work so as not to restrict third party access and to minimize interruption to the Grantor's use of the Lands as a parking lot.**

AND the Grantor and Grantee each covenant to the other that it will execute such further assurances of the said rights and easement as may be required.

AND the Grantee covenants and agrees with the Grantor that it will remove the gas service and fill in all excavations and restore the Lands and premises to the condition existing prior to any entry thereon at the time that the gas service is abandoned.

AND the Grantee covenants with the Grantor:

- a) All work shall strictly conform to the design drawings provided to the Grantor as of the date of the Easement, and kept on file with the Grantor;
- b) Any or all gas services shall be contained within the easement;
- c) The tie-in pit(s) shall be backfilled with Granular A, compacted to 98% Standard Proctor Density meeting the OPSS 1010 specifications;
- d) The asphalt shall be restored with 60mm of HL4, with the work and material meeting the OPSS 1150 and OPSS 310 specifications;
- e) The tie-in pit and any pits for services shall be restored with a single continuous asphalt patch (1 asphalt patch covering all pits), which is rectangular or square in shape;
- f) The joints in the asphalt between the existing surface and the asphalt patch shall be routed and sealed following the OPSS 341 and OPSS 1212 specifications;
- g) As built drawings shall be submitted to Ontario One Call and to the Engineering Department of the Grantor following completion of the work;

- h) The materials used for restoration along with the workmanship shall be warrantied for a minimum of 12 months;
- i) The Grantee will provide the Engineering Department of the Grantor with a minimum of 7 days' notice prior to commencing work on the Lands; and
- j) All work and any damages to the parking lot or other infrastructure shall be restored to the satisfaction of the Grantor.

Upon Termination of this Agreement, the Grantee will consent to the Grantor deleting the Agreement from title to the Lands. This obligation survives the termination of the Agreement, as does the Grantee's obligation to remove its encumbrances and restore the Lands, and its indemnification of the Grantor with respect to third party claims, actions or damages arising out of the Grantee's actions, or the actions of its agents.

IT IS UNDERSTOOD and agreed that the burden of this easement and of all the covenants herein contained shall run with the Lands and that this easement and all the covenants herein contained shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

AGREEMENT TO GRANT AN EASEMENT

Between:

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

(herein called the "Grantor")

offers to grant an easement to

ENBRIDGE GAS INC.

(herein called the "Grantee")

REAL PROPERTY: Legally described as PIN: 63155-0099 being; Part 6 Foot Lane, Plan 98; Part Lot 1, South side Bond Street and West side Colborne Street, Plan 17 Fenelon; Part Lot 2 South side Bond Street and West side Colborne Street, Plan 17 Fenelon; Shown as part1 on 57R1711; in the Geographic Village of Fenelon Falls, City of Kawartha Lakes (the "**Lands**").

EASEMENT PROPERTY: Part of PIN 63155-0099 (LT) described as Part of Lot 1 and 2 South of Bond Street, West of Colborne Street RP 17; shown as part 7 on 57R-10826 in the Geographic Village of Fenelon Falls, City of Kawartha Lakes" (the "**Easement Lands**")

PRICE: The Grantee agrees to compensate the Grantor in the amount of Two Dollars (CDN\$2.00) (the "**Price**").

ADDITIONAL COSTS: The Grantee agrees to reimburse the Grantor for all reasonable and documented external legal costs incurred to complete the closing arrangements as provided for in Section 4 of this agreement (the "**Agreement**") upon receiving a receipt from the Grantor's solicitor (the "**Additional Costs**").

TERM: The Grantor acknowledges that the easement allows for the Grantee to be able to carry out among other things operation, repair and maintenance of natural gas infrastructure (the "**Easement**"). The Easement shall commence as of the date of the execution by the Grantor. More specific terms shall be set out in Schedule "A" attached to this Agreement. These terms shall be attached to the easement documents registered on title.

BALANCE: The Grantor agrees to pay the balance of and Price the Additional Costs, by bank draft or certified cheque, to the Grantor's solicitor in trust on closing, subject to the usual adjustments.

FURTHER CLAUSES AND CONDITIONS:

1. **COMPLETION DATE:** This Agreement shall be completed and registered on title by no later than 5:00 p.m. on or before the 30th day following the execution of both the Grantor and Grantee of this Agreement. If the 30th day is not a business day, it shall be the next business day and if said not that day then mutually agreed upon by both the Grantor and Grantee.
2. **HST:** If this transaction is subject to Harmonized Sales Tax (H.S.T.), then such tax shall be in addition to the Price. If this transaction is not subject to H.S.T., the Grantor agrees to certify on or before closing that the transaction is not subject to H.S.T.
3. **TITLE:** Title to the Easement Lands shall be good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and

registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor registered easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any registered easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the present use of the property.

4. **CLOSING ARRANGEMENTS:** Where each of the Grantee and the Grantor retain a lawyer to complete the Agreement to enter into an Easement and where in the transaction will be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act*, R.S.O. 1990, Chapter L4 and the *Electronic Registration Act* S.O. 1991, Chapter 44, and any amendments thereto, the Grantee and the Grantor acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Grantee and the Grantor will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Grantee and Grantor irrevocably instruct the said lawyers to be bound by the document registration agreement, which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location by both lawyers.
5. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by Grantee and Grantor or by their respective lawyers who may be specifically authorized in that regard.
6. **TENDER:** Any tender documents or money hereunder may be made upon Grantee or Grantor or their respective lawyers on the day set for completion. Money may be tendered by bank draft or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
7. **AGREEMENT IN WRITING:** If there is conflict between any provision written or typed in this Agreement (including any Schedule attached hereto) and any provision in the printed portion hereof, the written or typed provision shall supersede the printed provision to the extent of such conflict. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between the Grantor and the Grantee. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by context.
8. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

9. **LEGAL ADVICE:** The Grantor and Grantee acknowledge that they have either received or waived the benefit of their own independent legal advice with respect to the execution of this Agreement.
10. **PUBLIC DOCUMENT:** The Grantee acknowledges that this Agreement is a public document, and consents to its disclosure pursuant to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56.

DATED at _____, this _____ day of _____, 2020.

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

Per: _____

Name: Andy Letham

Title: Mayor

Per: _____

Name: Cathie Ritchie

Title: Clerk

We have authority to bind the Corporation pursuant
to By-Law _____

DATED at _____, this _____ day of _____, 2020.

ENBRIDGE GAS INC.

Per: _____

Name: Cheryl Chauvin-Fryscok

Title: Supervisor Land Contracts & Services

(I have the authorization to bind the Corporation.)

SCHEDULE 'A'

ADDITIONAL COVENANTS

1. The Grantor hereby grants, transfers and conveys unto the Grantee in perpetuity, but subject to the right of termination of the Grantor set out in Section 3, the free, uninterrupted and unobstructed right and easement to survey, lay, construct, install, operate, use, inspect, repair and maintain, replace, alter, enlarge, reconstruct, expand and remove gas pipelines on the Easement Lands together with any and all attachments, appurtenances, fixtures or works and other equipment thereto and including but not limited to meters and markers, as the Grantee may deem necessary or convenient thereto from time to time (all of the foregoing collectively referred to as the "**Equipment**") on, in, across, under and through the Easement Lands and including the right of the Grantee and its servants, agents, contractors and workmen with all necessary materials, equipment, machinery and vehicles to enter upon the Easement Lands at all times and to pass and re-pass thereon.
2. Grantee shall have the right at any time and from time to time to remove any boulder or rock and to sever, fell, remove or control the growth of any roots, trees, stumps, brush or other vegetation on or under the Easement Lands.
3. The Grantor may terminate this easement and require the Grantor to relocate from the Easement Lands subject to satisfaction of the following conditions: (i) provision of reasonable notice to the Grantee of such termination; (ii) provision by the Grantor to the Grantee at no charge, of an alternate location for the Equipment in municipal road allowance acceptable to the Grantee (the "Alternate Location"); (iii) completion by the Grantee of the installation and energization of the Equipment in the Alternate Location, enabling the Grantee to continue to provide gas distribution services without interruption to all customers who are serviced through Equipment located within the Easement Lands; and (iv) Equipment in the Easement Lands will be de-energized and abandoned in place by Grantee in accordance with Grantee's standard procedures with surface restoration being completed by the Grantee to a condition consistent with the original condition of the Easement Lands at time of grant of the easement pursuant to this Agreement. In the event of such termination and relocation, all costs, expenses and overheads incurred by the Grantee in order to relocate the Equipment to the Alternate Location will be reimbursed by the Grantor.
4. Grantor covenants with the Grantee (i) to keep the Easement Lands free and clear of any buildings, structures, fences or obstructions; (ii) not to deposit on or remove any fill from the Easement Lands or otherwise excavate, alter the grading, drill, install thereon any pit, well foundation and/or pavement which will obstruct or prevent the exercise and enjoyment by the Grantee of its rights hereunder; (iii) not to do or suffer to be done any other thing which may or might injure or damage any of the Equipment and without limiting the generality of the foregoing to comply with the Grantee's Third Party Requirements in the Vicinity of Natural Gas Facilities as the same may be amended or updated from time to time.
5. Grantor further covenants with the Grantee that:
 - a) it has the right to convey the rights hereby transferred to the Grantee;
 - b) Grantee shall have quiet enjoyment of the rights hereby transferred; and
 - c) Grantor has not done, omitted or permitted anything whereby the Easement Lands are or may be encumbered (except as the records of the Land Registry Office disclose).

6. Grantor and Grantee each covenant to the other that it will execute such further assurances of the said rights and easement as may be required.

7. The Grantee shall at all times, indemnify and save harmless the Grantor from and against all claims, including costs related thereto, for all damages or injuries including death to any person or persons and for damage to any property, arising out of the Grantee operating, constructing and maintaining its gas system for the carriage of gas owned by others. Provided that the Grantee shall not be required to indemnify or save harmless the Grantor from and against claims, including costs related thereto, which it may incur by reason of damages or injuries including death to any person or persons and damage to any property, resulting from the negligence or wrongful act of the Grantor, its servants, agents or employees.

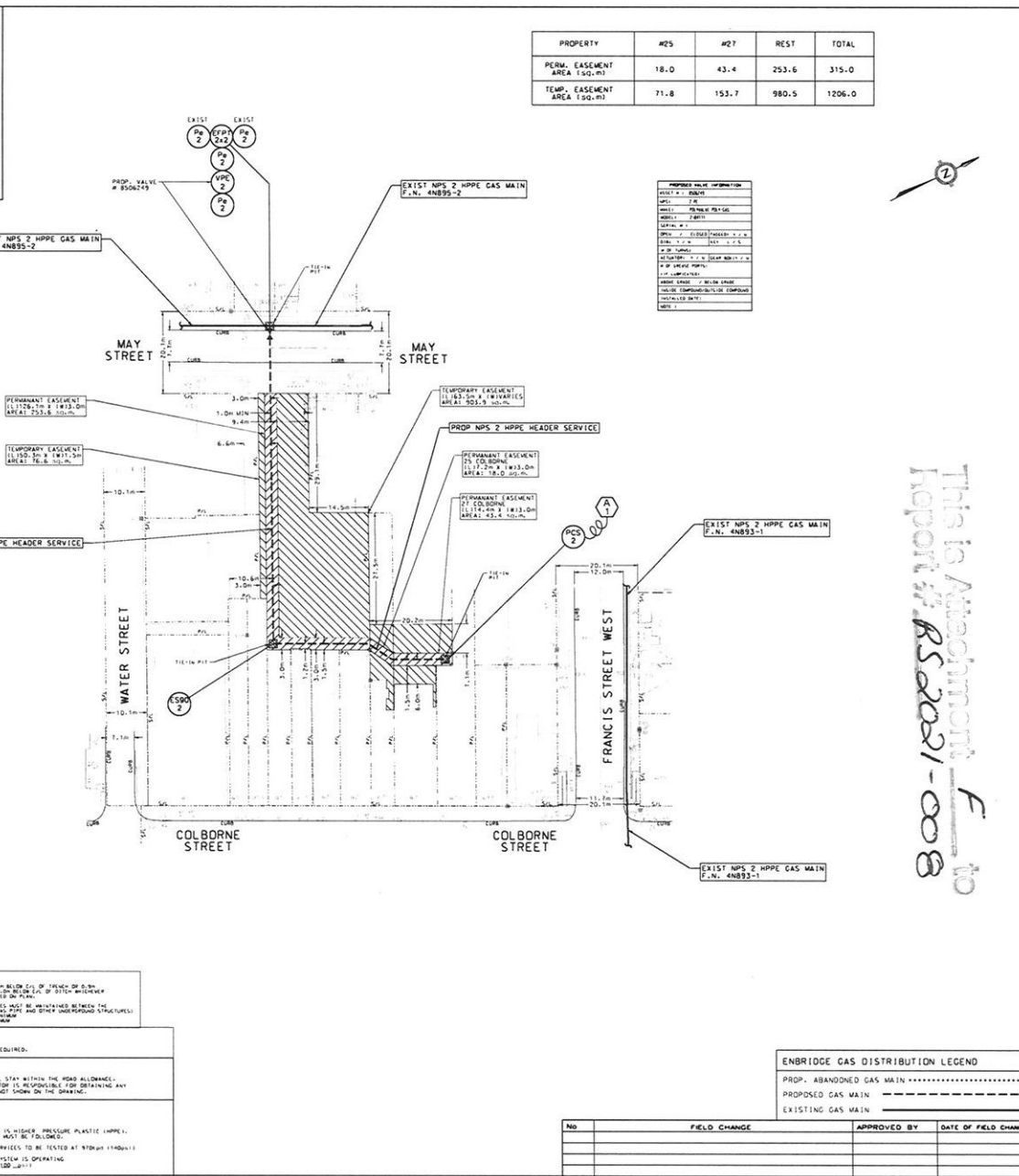
8. Grantee covenants with the Grantor:

- a) Prior to commencement of work, with the exception of services, the Grantee shall deliver to the Grantor a plan drawn to scale and of appropriate detail, showing the proposed Equipment location within the Easement Lands (the "**Plan**"). All work shall materially conform to the design drawings with material changes to the Plans requiring the prior approval of the Grantor and which approval shall not be unreasonably withheld or delayed. Grantor shall review Plans (or modifications thereof) and communicate acceptance or rejection (with reasons) within five (5) business days of submission by the Grantee
- b) The Grantee will submit within six months of completing the installation and energization of the Equipment two copies of "as laid" drawings of the Equipment to the Grantor. These drawings must be sufficient to accurately establish the location, depth (measurement between the top of the Equipment and the ground surface at the time of installation) and distance of the Equipment. The "as laid" drawings shall be of the same quality as the Plan and, if the approved Plan included elevations that were geodetically referenced, the "as laid" drawings shall similarly include elevations that are geodetically referenced. Upon the request of the Engineer/Roads Superintendent, the Grantee shall provide one copy of the drawings in an electronic format and one copy of the drawings hard copy drawing.
- c) The tie-in pit(s) shall be backfilled with Granular A, compacted to 98% Standard Proctor Density meeting the OPSS 1010 specifications;
- d) The asphalt shall be restored with 60mm of HL4, with the work and material meeting the OPSS 1150 and OPSS 310 specifications;
- e) The tie-in pit and any pits for services shall be restored with a single continuous asphalt patch (1 asphalt patch covering all pits), which is rectangular or square in shape;
- f) The joints in the asphalt between the existing surface and the asphalt patch shall be routed and sealed following the OPSS 341 and OPSS 1212 specifications;
- g) As built drawings shall be submitted to the Engineering Department of the Grantor following completion of the work;

- h) The materials used for restoration along with the workmanship shall be warranted for a minimum of 12 months;
- i) The Grantee will provide the Engineering Department of the Grantor with notice and obtain approval in accordance with paragraphs 5(a)-(j) of By-law 2005-104 prior to commencing work on the Lands in non-emergency situations. In the event of an emergency, the Grantee shall proceed with the work required to deal with the emergency and will use its best efforts to provide the Engineering Department of the Grantor with immediate notice of the location and the nature of the emergency and the work being done and, if it deems appropriate, notify the police force, fire, or other emergency services having jurisdiction. The Grantee shall provide the Engineering Department of the Grantor with at least one 24-hour emergency contact for the Grantee and shall ensure the contacts are current; and
- j) All work and any damages to the parking lot or other infrastructure shall be restored to the satisfaction of the Grantor, acting reasonably.

Upon Termination of this Agreement, the Grantee will consent to the Grantor deleting the Agreement from title to the Lands. This obligation survives the termination of the Agreement, as does the Grantee's obligation to restore the Lands as provided in Section 3, and its indemnification of the Grantor. The Grantor's covenants pursuant to Section 3 shall survive termination of the Agreement.

IT IS UNDERSTOOD and agreed that the burden of this easement and of all the covenants herein contained shall run with the Lands and that this easement and all the covenants herein contained shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.



PROPERTY	#25	#27	REST	TOTAL
PERM. EASEMENT AREA (sq.m)	18.0	43.4	253.6	315.0
TEMP. EASEMENT AREA (sq.m)	71.8	153.7	980.5	1206.0

[illegible]

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

BY-LAW 2005 - 104

**A BY-LAW TO AUTHORIZE A FRANCHISE AGREEMENT BETWEEN THE
CORPORATION OF THE CITY OF KAWARTHA LAKES AND ENBRIDGE GAS
DISTRIBUTION INC.**

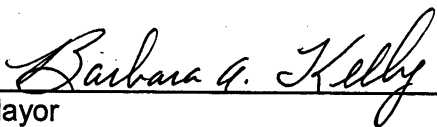
WHEREAS the Council of the Corporation of the City of Kawartha Lakes (Corporation) deems it expedient to enter into the attached franchise agreement with Enbridge Gas Distribution Inc.;

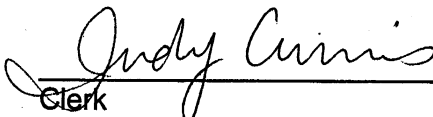
AND WHEREAS the Ontario Energy Board by its Order issued pursuant to the *Municipal Franchises Act* on this 9th day of December, 2005 has approved the terms and conditions upon which and the period for which the franchise provided for in the attached agreement is proposed to be granted, and has declared and directed that the assent of the municipal electors in respect of this By-law is not necessary;

NOW THEREFORE BE IT ENACTED:

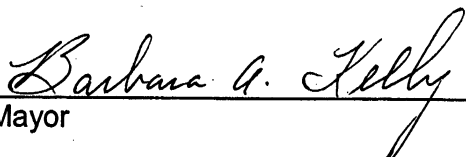
1. That the attached franchise agreement between The Corporation of the City of Kawartha Lakes and The Enbridge Gas Distribution Inc. is hereby authorized and the franchise provided for therein is hereby granted.
2. That the Clerk and the Mayor are hereby authorized and instructed on behalf of the Corporation to enter into and execute under its corporate seal and deliver the aforesaid agreement, which agreement is hereby incorporated into and shall form part of this By-law.
3. That the By-law referred to in Schedule 'A' annexed hereto and forming part of this By-law is hereby repealed insofar as it applies to any area within the present geographic limits of the Corporation.

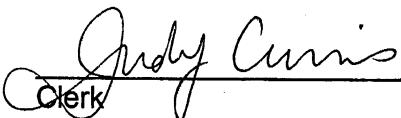
By-law read a first and second time this 10th day of May, 2005.


Mayor


Clerk

By-law read a third time and finally passed, this 7th day of February, 2006.


Mayor


Clerk

SCHEDULE 'A' TO BY-LAW 2005-104

By-law No. 1998-34 enacted and passed by the Council of the Corporation of the Township of Emily on October 13, 1998.

By-law No. 37-77 enacted and passed by the Council of the Corporation of the Town of Lindsay on October 3, 1977.

By-law No. 98-08 enacted and passed by the Council of the Corporation of the Township of Manvers on September 8, 1998.

By-law No. 2000-36 enacted and passed by the Council of the Corporation of the Township of Mariposa on July 17, 2000.

By-law No. 1998-11 enacted and passed by the Council of the Corporation of the Village of Omeme on October 13, 1998.

By-law No. 98-26 enacted and passed by the Council of the Corporation of the Township of Ops on July 13, 1998.

By-law No. 1989-06 enacted and passed by the Council of the Corporation of the County of Victoria on February 15, 1989.

Model Franchise Agreement

THIS AGREEMENT effective this day of , 20 .

BETWEEN: The Corporation of the City of Kawartha Lakes hereinafter called the
"Corporation"

- and -

Enbridge Gas Distribution Inc. hereinafter called the "Gas Company"

WHEREAS the Gas Company desires to distribute, store and transmit gas in the Municipality upon the terms and conditions of this Agreement;

AND WHEREAS by by-law passed by the Council of the Corporation (the "By-law"), the duly authorized officers have been authorized and directed to execute this Agreement on behalf of the Corporation;

THEREFORE the Corporation and the Gas Company agree as follows:

Part I - Definitions

1. In this Agreement:

- a. "decommissioned" and "decommissions" when used in connection with parts of the gas system, mean any parts of the gas system taken out of active use and purged in accordance with the applicable CSA standards and in no way affects the use of the term 'abandoned' pipeline for the purposes of the Assessment Act;
- b. "Engineer/Road Superintendent" means the most senior individual employed by the Corporation with responsibilities for highways within the Municipality or the person designated by such senior employee or such other person as may from time to time be designated by the Council of the Corporation;
- c. "gas" means natural gas, manufactured gas, synthetic natural gas, liquefied petroleum gas or propane-air gas, or a mixture of any of them, but does not include a liquefied petroleum gas that is distributed by means other than a pipeline;

- d. "gas system" means such mains, plants, pipes, conduits, services, valves, regulators, curb boxes, stations, drips or such other equipment as the Gas Company may require or deem desirable for the distribution, storage and transmission of gas in or through the Municipality;
- e. "highway" means all common and public highways and shall include any bridge, viaduct or structure forming part of a highway, and any public square, road allowance or walkway and shall include not only the travelled portion of such highway, but also ditches, driveways, sidewalks, and sodded areas forming part of the road allowance now or at any time during the term hereof under the jurisdiction of the Corporation;
- f. "Model Franchise Agreement" means the form of agreement which the Ontario Energy Board uses as a standard when considering applications under the Municipal Franchises Act. The Model Franchise Agreement may be changed from time to time by the Ontario Energy Board;
- g. "Municipality" means the territorial limits of the Corporation on the date when this Agreement takes effect, and any territory which may thereafter be brought within the jurisdiction of the Corporation;
- h. "Plan" means the plan described in Paragraph 5 of this Agreement required to be filed by the Gas Company with the Engineer/Road Superintendent prior to commencement of work on the gas system; and
- i. whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the Agreement so requires.

Part II - Rights Granted

- 2. To provide gas service:

The consent of the Corporation is hereby given and granted to the Gas Company to distribute, store and transmit gas in and through the Municipality to the Corporation and to the inhabitants of the Municipality.

- 3. To Use Highways.

Subject to the terms and conditions of this Agreement the consent of the corporation is hereby given and granted to the Gas Company to enter upon all highways now or at any time hereafter under the jurisdiction of the Corporation and to lay, construct, maintain, replace, remove, operate and repair a gas system for the distribution, storage and transmission of gas in and through the Municipality.

4. Duration of Agreement and Renewal Procedures.

- a. If the Corporation has not previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law.

or

- b. If the Corporation has previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law provided that, if during the 20-year term this agreement, the Model Franchise Agreement is changed, then on the 7th anniversary and on the 14th anniversary of the date of the passing of the By-law, this Agreement shall be deemed to be amended to incorporate any changes in the Model Franchise Agreement in effect on such anniversary dates. Such deemed amendments shall not apply to alter the 20-year term.
- c. At any time within two years prior to the expiration of this Agreement, either party may give notice to the other that it desires to enter into negotiations for a renewed franchise upon such terms and conditions as may be agreed upon. Until such renewal has been settled, the terms and conditions of this Agreement shall continue, notwithstanding the expiration of this Agreement. This shall not preclude either party from applying to the Ontario Energy Board for a renewal of the Agreement pursuant to section 10 of the Municipal Franchises Act.

Part III - Conditions

5. Approval of Construction

- a. The Gas Company shall not undertake any excavation, opening or work which will disturb or interfere with the surface of the travelled portion of any highway unless a permit therefor has first been obtained from the Engineer/Road Superintendent and all work done by the Gas Company shall be to his satisfaction.

- b. Prior to the commencement of work on the gas system, or any extensions or changes to it (except service laterals which do not interfere with municipal works in the highway), the Gas Company shall file with the Engineer/Road Superintendent a Plan, satisfactory to the Engineer/Road Superintendent, drawn to scale and of sufficient detail considering the complexity of the specific locations involved, showing the highways in which it proposes to lay its gas system and the particular parts thereof it proposes to occupy.
- c. The Plan filed by the Gas Company shall include geodetic information for a particular location:
 - i. where circumstances are complex, in order to facilitate known projects, including projects which are reasonably anticipated by the Engineer/Road Superintendent, or
 - ii. when requested, where the Corporation has geodetic information for its own services and all others at the same location.
- d. The Engineer/Road Superintendent may require sections of the gas system to be laid at greater depth than required by the latest CSA standard for gas pipeline systems to facilitate known projects or to correct known highway deficiencies.
- e. Prior to the commencement of work on the gas system, the Engineer/Road Superintendent must approve the location of the work as shown on the Plan filed by the Gas Company, the timing of the work and any terms and conditions relating to the installation of the work.
- f. In addition to the requirements of this Agreement, if the Gas Company proposes to affix any part of the gas system to a bridge, viaduct or other structure, if the Engineer/Road Superintendent approves this proposal, he may require the Gas Company to comply with special conditions or to enter into a separate agreement as a condition of the approval of this part of the construction of the gas system.
- g. Where the gas system may affect a municipal drain, the Gas Company shall also file a copy of the Plan with the Corporation's Drainage Superintendent for purposes of the Drainage Act, or such other person designated by the Corporation as responsible for the drain.
- h. The Gas Company shall not deviate from the approved location for any part of the gas system unless the prior approval of the Engineer/Road Superintendent to do so is received.

- i. The Engineer/Road Superintendent's approval, where required throughout this Paragraph, shall not be unreasonably withheld.
- j. The approval of the Engineer/Road Superintendent is not a representation or warranty as to the state of repair of the highway or the suitability of the highway for the gas system.

6. As Built Drawings

The Gas Company shall, within six months of completing the installation of any part of the gas system, provide two copies of "as built" drawings to the Engineer/Road Superintendent. These drawings must be sufficient to accurately establish the location, depth (measurement between the top of the gas system and the ground surface at the time of installation) and distance of the gas system. The "as built" drawings shall be of the same quality as the Plan and, if the approved pre-construction plan included elevations that were geodetically referenced, the "as built" drawings shall similarly include elevations that are geodetically referenced. Upon the request of the Engineer/Road Superintendent, the Gas Company shall provide one copy of the drawings in an electronic format and one copy as a hard copy drawing.

7. Emergencies

In the event of an emergency involving the gas system, the Gas Company shall proceed with the work required to deal with the emergency, and in any instance where prior approval of the Engineer/Road Superintendent is normally required for the work, the Gas Company shall use its best efforts to immediately notify the Engineer/Road Superintendent of the location and nature of the emergency and the work being done and, if it deems appropriate, notify the police force, fire or other emergency services having jurisdiction. The Gas Company shall provide the Engineer/Road Superintendent with at least one 24 hour emergency contact for the Gas Company and shall ensure the contacts are current.

8. Restoration

The Gas Company shall well and sufficiently restore, to the reasonable satisfaction of the Engineer/Road Superintendent, all highways, municipal works or improvements which it may excavate or interfere with in the course of laying, constructing, repairing or removing its gas system, and shall make good any settling or subsidence thereafter caused by such excavation or interference. If the Gas Company fails at any time to do any work required by this Paragraph within a reasonable period of time, the Corporation may do or cause such work to be done and the Gas Company shall, on demand,

pay the Corporation's reasonably incurred costs, as certified by the Engineer/Road Superintendent.

9. Indemnification

The Gas Company shall, at all times, indemnify and save harmless the Corporation from and against all claims, including costs related thereto, for all damages or injuries including death to any person or persons and for damage to any property, arising out of the Gas Company operating, constructing, and maintaining its gas system in the Municipality, or utilizing its gas system for the carriage of gas owned by others. Provided that the Gas Company shall not be required to indemnify or save harmless the Corporation from and against claims, including costs related thereto, which it may incur by reason of damages or injuries including death to any person or persons and for damage to any property, resulting from the negligence or wrongful act of the Corporation, its servants, agents or employees.

10. Insurance

- a. The Gas Company shall maintain Comprehensive General Liability Insurance in sufficient amount and description as shall protect the Gas Company and the Corporation from claims for which the Gas Company is obliged to indemnify the Corporation under Paragraph 9. The insurance policy shall identify the Corporation as an additional named insured, but only with respect to the operation of the named insured (the Gas Company). The insurance policy shall not lapse or be cancelled without sixty (60) days' prior written notice to the Corporation by the Gas Company.
- b. The issuance of an insurance policy as provided in this Paragraph shall not be construed as relieving the Gas Company of liability not covered by such insurance or in excess of the policy limits of such insurance.
- c. Upon request by the Corporation, the Gas Company shall confirm that premiums for such insurance have been paid and that such insurance is in full force and effect.

11. Alternative Easement

The Corporation agrees, in the event of the proposed sale or closing of any highway or any part of a highway where there is a gas line in existence, to give the Gas Company reasonable notice of such proposed sale or closing and, if is feasible, to provide the Gas Company with easements over that part of the highway proposed to be sold or closed sufficient to allow the Gas Company to preserve any part of the gas system in its then existing

location. In the event that such easements cannot be provided, the Corporation and the Gas Company shall share the cost of relocating or altering the gas system to facilitate continuity of gas service, as provided for in Paragraph 12 of this Agreement.

12. Pipeline Relocation

- a. If in the course of constructing, reconstructing, changing, altering or improving any highway or any municipal works, the Corporation deems that it is necessary to take up, remove or change the location of any part of the gas system, the Gas Company shall, upon notice to do so, remove and/or relocate within a reasonable period of time such part of the gas system to a location approved by the Engineer/Road Superintendent.
- b. Where any part of the gas system relocated in accordance with this Paragraph is located on a bridge, viaduct or structure, the Gas Company shall alter or relocate that part of the gas system at its sole expense.
- c. Where any part of the gas system relocated in accordance with this Paragraph is located other than on a bridge, viaduct or structure, the costs of relocation shall be shared between the Corporation and the Gas Company on the basis of the total relocation costs, excluding the value of any upgrading of the gas system, and deducting any contribution paid to the Gas Company by others in respect to such relocation; and for these purposes, the total relocation costs shall be the aggregate of the following:
 - i. the amount paid to Gas Company employees up to and including field supervisors for the hours worked on the project plus the current cost of fringe benefits for these employees,
 - ii. the amount paid for rental equipment while in use on the project and an amount, charged at the unit rate, for Gas Company equipment while in use on the project,
 - iii. the amount paid by the Gas Company to contractors for work related to the project,
 - iv. the cost to the Gas Company for materials used in connection with the project, and
 - v. a reasonable amount for project engineering and project administrative costs which shall be 22.5% of the aggregate of the amounts determined in items (i), (ii), (iii) and (iv) above.

- d. The total relocation costs as calculated above shall be paid 35% by the Corporation and 65% by the Gas Company, except where the part of the gas system required to be moved is located in an unassumed road or in an unopened road allowance and the Corporation has not approved its location, in which case the Gas Company shall pay 100% of the relocation costs.

Part IV - Procedural And Other Matters

13. Municipal By-laws of General Application

The Agreement is subject to the provisions of all regulating statutes and all municipal by-laws of general application, except by-laws which have the effect of amending this Agreement.

14. Giving Notice

Notices may be delivered to, sent by facsimile or mailed by prepaid registered post to the Gas Company at its head office or to the authorized officers of the Corporation at its municipal offices, as the case may be.

15. Disposition of Gas System

- a. If the Gas Company decommissions part of its gas system affixed to a bridge, viaduct or structure, the Gas Company shall, at its sole expense, remove the part of its gas system affixed to the bridge, viaduct or structure.
- b. If the Gas Company decommissions any other part of its gas system, it shall have the right, but is not required, to remove that part of its gas system. It may exercise its right to remove the decommissioned parts of its gas system by giving notice of its intention to do so by filing a Plan as required by Paragraph 5 of this Agreement for approval by the Engineer/Road Superintendent. If the Gas Company does not remove the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in any highway, the Corporation may remove and dispose of so much of the decommissioned gas system as the Corporation may require for such purposes and neither party shall have recourse against the other for any loss, cost, expense or damage occasioned thereby. If the Gas Company has not removed the part of the gas system it has decommissioned and the Corporation requires the removal of all or any

part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in a highway, the Gas Company may elect to relocate the decommissioned gas system and in that event Paragraph 12 applies to the cost of relocation.

16. Use of Decommissioned Gas System

- a. The Gas Company shall provide promptly to the Corporation, to the extent such information is known:
 - i. the names and addresses of all third parties who use decommissioned parts of the gas system for purposes other than the transmission or distribution of gas; and
 - ii. the location of all proposed and existing decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas.
- b. The Gas Company may allow a third party to use a decommissioned part of the gas system for purposes other than the transmission or distribution of gas and may charge a fee for that third party use, provided
 - i. the third party has entered into a municipal access agreement with the Corporation; and
 - ii. the Gas Company does not charge a fee for the third party's right of access to the highways.
- c. Decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas are not subject to the provisions of this Agreement. For decommissioned parts of the gas system used for purposes other than the transmission and distribution of gas, issues such as relocation costs will be governed by the relevant municipal access agreement.

17. Franchise Handbook

The Parties acknowledge that operating decisions sometimes require a greater level of detail than that which is appropriately included in this Agreement. The Parties agree to look for guidance on such matters to the Franchise Handbook prepared by the Association of Municipalities of Ontario and the gas utility companies, as may be amended from time to time.

18. Agreement Binding Parties

This Agreement shall extend to, benefit and bind the parties thereto, their successors and assigns, respectively.

IN WITNESS WHEREOF the parties have executed this Agreement effective from the date written above.

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

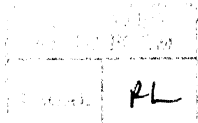
By: Barbara A. Kelly
Barbara A. Kelly, Mayor

By: Judy Currins
Judy Currins, Clerk

ENBRIDGE GAS DISTRIBUTION INC.

By: K. Scott Player
K. Scott Player
Vice President
Finance

By: [Signature]
Duly Authorized Officer



DATED this day of , 20 .

THE CORPORATION OF THE
CITY OF KAWARTHA LAKES

- and -

ENBRIDGE GAS DISTRIBUTION INC.

FRANCHISE AGREEMENT

ENBRIDGE GAS DISTRIBUTION INC.
500 Consumers Road
North York, Ontario
M2J 1P8

Attention: Regulatory Affairs Department

Council Report

Report Number:	RS2021-17
Meeting Date:	April 20, 2021
Title:	Acquisition of Land for Road Purposes – Lorneville Road
Description:	Acquisition of land to complete the connectivity of the travelled road known as Lorneville Road. Currently a portion of the road is on private property and the adjacent owner (283 Hartley Road, Eldon) would like to clear title.
Author and Title:	Christine Oliver, Law Clerk – Realty Services

Recommendation(s):

That Report RS2021-17, **Acquisition of Land for Road Purposed – Lorneville Road**, be received;

That the acquisition of Part of the north half of Lot 5, Concession 9, further described as Part 1 on 57R-10869 for road purposes be approved;

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

That the City be authorized to use the same solicitor as the applicant's for the closing of the transaction;

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

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

That the by-law be forwarded to Council for adoption.

Department Head: _____

Financial/Legal/HR/Other: _____

Chief Administrative Officer: _____

Background:

On January 6, 2020, Realty Services received an application from the owners of the property municipally known as 283 Hartley Road, in the Geographic Township of Eldon. The applicants advised that their property is subject to a registered municipal interest due to a portion of Lorneville Road being located within the north side of the applicants' property.

To clear the title by removing the "subject to" interest, the applicant is required to obtain a survey and convey the portion of the road to the municipality.

The issue was reviewed by the Land Management Committee on February 10, 2020; the Committee had no objections to obtaining title to the subject land at no cost to the municipality and releasing the municipality's interest in the applicant's property following the transfer.

The applicants subsequently had a registered reference plan completed, at their expense, and have identified the extent of lands to be conveyed to the City. Circulation to the department of Engineering and Corporate Assets confirmed the draft reference plan was acceptable. The registered reference plan was deposited on February 5, 2021.

Appendix A is a general location map, Appendix B is an aerial photo of the subject lands and Appendix C is a copy of Registered Reference Plan 57R-10869.

The purpose of this report is to recommend that the City proceed with obtaining title to the subject lands and releasing the municipality's interest in the applicant's property.

Rationale:

The Land Management Committee has concluded the municipality can release its interest in the applicants' property following obtaining title to the necessary land.

The applicants are agreeable to conveying the land for no consideration, and the applicant will pay all costs associated with the transaction. The applicant has requested the City retain their solicitor for the closing of the transaction.

Other Alternatives Considered:

Council may decide not to proceed with obtaining title to the subject lands. This decision would be inconsistent with past practice and is not recommended in this circumstance.

Alignment to Strategic Priorities

The recommendations set out in this Report is supported by the Strategic Plan through Good Government, more specifically asset management to ensure municipal assets are well maintained and well managed.

Financial/Operation Impacts:

The land will be conveyed to the City for no consideration, with all associated costs of the transaction payable by the applicants.

Consultations:

Land Management Committee

Attachments:

Appendix A – Location Map



Adobe Acrobat
Document

Appendix B – Aerial Map



Adobe Acrobat
Document

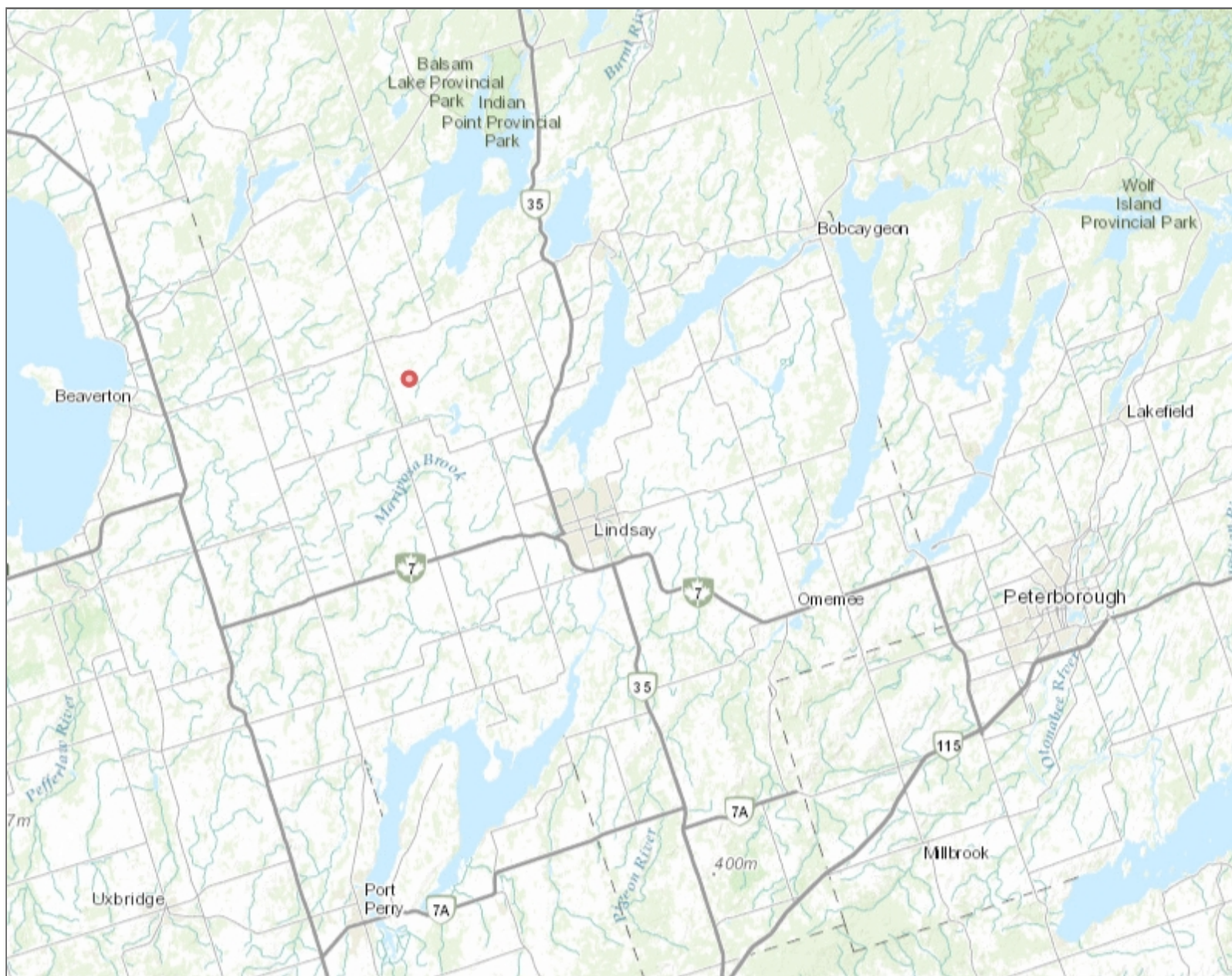
Appendix C – Registered Reference Plan 57R-10869



Adobe Acrobat
Document

Department Head email: rcarlson@kawarthalakes.ca

Department Head: Robyn Carlson



Legend

Notes

Notes

29.35

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.



Legend

— Road Centreline (2016 Needs)

Notes

Notes

0.46

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.

Council Report

Report Number: PUR2021-008
Meeting Date: April 20, 2021
Title: Request for Proposal 2021-12-OP Janitorial Services at Various Locations in the City of Kawartha Lakes
Author and Title: Ashley Wykes, Buyer

Recommendation(s):

That Report PUR2021-008, **Request for Proposal 2021-12-OP Janitorial Services at Various Locations in the City of Kawartha Lakes**, be received;

That C.A. Sellers Cleaning Services Ltd., being the highest scoring proponent, be selected for the award of 2021-12-OP Janitorial Services at Various Locations in the City of Kawartha Lakes for a three-year term at a first year cost for services of \$598,078.00 not including HST;

That Council approve the three (3) – one (1) year optional renewal periods, with C.A. Sellers Janitorial Ltd., based on contract terms, annual budget approval, mutual agreement and successful completion of the initial three-year term;

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

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

Department Head: _____

Financial/Legal/HR/Other: _____

Chief Administrative Officer: _____

Background:

The City of Kawartha Lakes has approximately 51 building locations that require cleaning at various levels of service. A procurement process was required to replace an expiring contract for janitorial services.

In January, 2021, a prequalification process was completed that prequalified five companies to bid on a future request for proposal process for janitorial services.

In March 2021, request for proposal 2021-12-OP Janitorial Services at Various Locations in the City of Kawartha Lakes was released and closed, with Launa Macey, Supervisor of Procurement opening the responses. All five of the prequalified companies submitted a response as per the table below:

Company Name	Submitted
C.A. Sellers Cleaning Services Ltd.	Yes
Cheema Cleaning Services Ltd.	Yes
ServiceMaster Clean of Peterborough	Yes
Green Maples Environmental Inc.	Yes
SQM Janitorial Services Inc.	Yes

Submissions were evaluated based on the proposal document with two respondents being disqualified for not submitting mandatory requirements in their proposal submission. References were checked during the prequalification process with no issues identified.

Rationale:

Staff recommends that C.A. Sellers Cleaning Services Ltd., being the highest scoring proponent and lowest price, be selected for the award of 2021-12-OP Janitorial Services at Various Locations in the City of Kawartha Lakes for a three-year term at a first year cost for services of \$598,078.00 not including HST. The pricing does not include consumable products such as toilet paper, paper towels, hand soap, garbage bags, etc.

Consumable products will be invoiced separately based on the City's usage at an estimated first year cost of \$26,000.

The first year of the three-year initial contract term will be a fixed price. The two remaining years and any additional renewal terms will be based on an annual increase applied to the unit pricing using the annual percentage change in the Consumer Price Index (CPI) – All Items – Ontario, up to a maximum of 3% at the time of renewal.

Other Alternatives Considered:

No other alternative is being considered as the recommendation to award was achieved through an open, fair and transparent competitive procurement process.

Alignment to Strategic Priorities

The recommendation set out in this report helps to improve the City's environmental impact by implementing and promoting the use of environmentally friendly cleaning products and also helps to maintain City assets. Therefore, the following two strategic priorities are supported:

1. Healthy Environment
2. Good Government

Financial/Operation Impacts:

Funding for Janitorial Services is approved in the annual Community Services operating budget. The Building and Property Division will administer the budget and expenditures to ensure that adequate funds are available for this work. They will also ensure requirements are incorporated into yearly operating budgets and monitor service delivery and provide corporate oversight, as this contract will provide services to facilities across departments.

Consultations:

Supervisor, Facility Management Operations
Manager, Building and Property

Department Head email: cshanks@kawarthalakes.ca

Department Head: Craig Shanks

Department File: 2021-12-OP

Council Report

Report Number: PUR2021-012
Meeting Date: April 20, 2021
Title: Request for Tender 2021-08-ITT Co-Operative
Purchase for Supply and Delivery of Unleaded
Gasoline and Diesel Fuel
Author and Title: Kristy Wilson, Junior Buyer

Recommendation(s):

That Report PUR2021-012, **Request for Tender 2021-08-ITT Co-Op for Supply and Delivery of Unleaded Gasoline and Diesel Fuel**, be received;

That W.O. Stinson & Son Limited, being the highest scoring proponent, be selected for the award of 2021-08-ITT Supply and Delivery of Unleaded Gasoline and Diesel Fuel to City locations, based on the Toronto Rack Price in effect on March 4, 2021 plus Federal Excise Tax, Provincial Fuel Tax and Carbon Tax, with a estimated annual cost of \$1,997,363.90 (exclusive of HST).

That the City enter into one (1) - five (5) year optional , based on contract terms and conditions, annual budget approval, mutual agreement and successful completion of the initial five (5) year term;

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

That subject to the receipt of the required documents, the Procurement Division be authorized to issue a Purchase Order to W.O. Stinson & Son Limited for each operating years commencing June 1, 2021.

Department Head: _____

Financial/Legal/HR/Other: _____

Chief Administrative Officer: _____

Background:

The City of Kawartha Lakes participated in the Kawartha Co-operative Purchasing Group (Trent University, Peterborough Utilities Services, Fleming College, City of Peterborough, City of Kawartha Lakes and the County of Peterborough along with some of its townships) opportunity for the Supply and Delivery of Unleaded Gasoline, clear and coloured diesel fuel. Participating in this opportunity allowed the City to get the best price and gain economy of scale.

The Tender requested prospective bidders to separate the cost of supply from the cost of delivery. It further requested that pricing for delivery be provided by member agency. This was to ensure that one agency did not subsidize the delivery costs for another.

The Co-operative Tender was issued on February 2, 2021 on The City of Peterborough's Bids & Tenders website. The Tender closed on March 11, 2021 at the City of Peterborough. Six (6) submissions were received from:

Company Name
Durham Fuels
Imperial Oil
McDougall Energy Inc.
Suncor Energy Products Partnership
T.B.G Fuels Ltd.
W.O. Stinson & Sons Limited

The submissions were reviewed by the Purchasing Administrator and participating KCPG members.

Submissions were evaluated based on the Tender document with W.O Stinson & Sons Limited being the lowest compliant bid. References were checked during the process with no issues identified.

Rationale:

Staff recommends that W.O Stinson & Sons Limited, being the compliant bid, be awarded Request for Tender 2021-22-ITT Supply and Delivery of Unleaded Gasoline and Diesel Fuel for the annual cost of \$1,997,363.90 (exclusive of HST). The portion of the cost related to supply will fluctuate, based on the daily rack price recorded on the actual date of delivery. The delivery cost will remain constant for the term of the contract.

Other Alternatives Considered:

No other alternative is being considered as the recommendation to award was achieved through an open, fair and transparent competitive procurement process.

Alignment to Strategic Priorities:

The recommendation set out in this report contributes to council's adopted Strategic Plan namely:

1. Healthy Environment

Financial/Operation Impacts:

The Annual City expense will be included in various Department budgets such as Public Works, Police Services, Fire Services, Paramedic Services and Community Services.

Charts 1, 2 and 3 refer only to the City of Kawartha Lakes' requirements for the Supply and Delivery of Unleaded Fuel and Diesel, based on the estimates that Public Works provided for their locations.

Chart 1 – Supply Cost March 4, 2021

Chart 1 provides the cost for the supply of each fuel type, based on the daily rack prices recorded on March 4, 2021. Actual cost for supply will be based on the daily rack price for that particular fuel type and will fluctuate during the contract.

FET – Federal Excise Tax, PFT – Provincial Fuel Tax

Fuel Type	Rack Price per Litre (March 4, 2021)	FET Per Litre	PFT Per Litre	Carbon Tax	Sub-Total Est Cost for Supply Per Litre	Est Yearly Usage (litres)	Est Yearly Supply Cost
Regular Unleaded	\$0.5640	\$0.1000	\$0.1470	\$0.0663	\$0.8773	745,000	\$653,588.50
Clear Diesel	\$0.6260	\$0.0400	\$0.1430	\$0.0805	\$0.8895	839,000	\$746,290.50
Dyed Diesel	\$0.6260	\$0.0400	\$0.0000	\$0.0805	\$0.7465	199,500	\$148,926.75
TOTAL							\$1,548,805.75

Chart 2 – Delivery Costs from W.O. Stinson & Sons Limited

The cost for delivery shall remain firm for the five (5) year contract.

Fuel Type	Total Estimated Cost for Delivery Per Litre	Total Estimated Yearly Usage All Types (Litres)	Estimated Yearly Delivery Cost
Regular Unleaded	\$0.3051	745,000	\$227,299.50
Clear Diesel	\$0.2441	839,000	\$204,799.90
Dyed Diesel	\$0.0825	199,500	\$16,458.75
All			\$448,558.15

Chart 3 – Supply and Delivery

Chart 3 provides the summary of the estimated annual cost (exclusive of HST) for the supply and delivery of all fuel to the City of Kawartha Lakes.

Estimated Cost for Supply all Fuel Types (Exclusive of HST)	Estimated Cost of Delivery all Fuel Types (Exclusive of HST)	Total Estimated Cost for Supply and Delivery (Exclusive of HST)
\$1,548,8058.75	\$448,558.15	\$1,997,363.90

Consultations:

Kawartha Cooperative Purchasing Group

Department Head email: brobinson@kawarthalakes.ca

Department Head: Bryan Robinson

Department File: 2021-08-ITT

Council Report

Report Number: PUR2021-013

Meeting Date: April 20, 2021

Title: Single Source for Facility Condition and Capital Needs Assessments

Description:

Author and Title: Linda Lee, Buyer
Tauhid Khan, Asset Management Coordinator

Recommendation(s):

That Report PUR2021-013, **Single Source for Facility Condition and Capital Need Assessments**, be received;

That Council authorize the single source purchase to the Ontario Clean Water Agency (OCWA) for the facility condition and capital needs assessment for the total amount of \$149,616.00 not including HST;

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

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

Department Head: _____

Financial/Legal/HR/Other: _____

Chief Administrative Officer: _____

Background:

At the Council Meeting of February 16, 2021, Council adopted the following resolution:

Project 998210403 – Facility Condition & Capital Needs Assessments

Budget \$150,000

Funded by:

Water Infrastructure Reserve: \$100,000

Sewage Infrastructure Reserve: \$50,000

CC2021-04.6.2

Water and Wastewater Proposed 2021 Operating Budget

Bryan Robinson, Director of Public Works

(Refer to Page 159 of the 2021 Proposed Operating Budget)

The proposed 2021 Operating Budget for Water and Wastewater was reviewed.

CR2021-088

Moved By Councillor Elmslie

Seconded By Councillor Yeo

That the 2021 Water and Wastewater Capital and Operating Budget be approved.

Carried

This report addresses that direction.

OCWA is the operating authority for 25 water and waste water facilities across the City and holds the contract for the overall responsibility for the operations and maintenance. Part of that responsibility is to manage the capital projects at these facilities. As the City remains responsible for funding capital works at these facilities, an assessment of each facility's condition and long-term capital needs is required. The purpose of this project is to identify scope, quantify and forecast capital needs at the facility level, inclusive of estimated capital costs and capital project timing.

Rationale:

Staff recommend that Council authorize that this project be added to the OCWA contract for the facility condition and capital needs assessment for the amount of \$149,616.00. The City is not in a position to carry out this work in-house. Awarding to OCWA will minimize costs and maximize outcome quality.

Other Alternatives Considered:

No other alternative was considered as the City's Purchasing Policy allows for a single source when there is no viable alternate or substitute that meets the specifications, and there is already a contract in place that can facilitate this.

Alignment to Strategic Priorities

This project relates to the following strategic priorities:

1. Healthy Environment
2. A Vibrant and Growing Economy
3. Good Government

Financial/Operation Impacts:

Funds for the Condition and Capital Needs Assessment was approved through the 2021 Capital Budget.

Project Number	Project Budget	Other Committed Funds *see below	Project Balance	Purchase Amount (excl. HST)	Contingency	HST Payable	Total Amount	Project Balance
998210403	\$150,000		\$150,000	\$144,616	\$5,000	exempt	\$149,616	\$384

Upon completion of the work, any remaining surplus or deficit will be dealt with through a capital close report presented to Council by the Treasury Department in accordance with the Capital Close Policy.

Consultations:

Supervisor Cost Accounting

Department Head email: jrojas@kawarthalakes.ca

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

Council Report

Report Number: PLAN2021-016

Meeting Date: April 20, 2021

Title: **Springdale Gardens Phases 3 and 4 –Exemption from Part-Lot Control Provisions of the Planning Act; Removal of Holding; and Repeal of portions of Deeming By-law 90-12 at Carew Boulevard, Lindsay – Burcar Investments Limited**

Description: Part-Lot Control, Removal of Holding (H), and Repeal of Deeming By-law Applications to permit 71 lots in Springdale Gardens Phases 3 and 4 by exempting Lots 61 to 68, 80 to 91, 94 to 116, 142 to 152 and Part of Lot 93, Registered Plan 383 from the Part-Lot Control provisions of the Planning Act; removing the Holding Symbol from the 'Residential Exception Two Holding Two [R-2(H2)] Zone'; and repealing Deeming By-law Number 90-12 of the former Township of Ops on the properties identified as Vacant Land on Carew Boulevard, Lindsay (Burcar Investments Limited)

Author and Title: Ian Walker, Planning Officer – Large Developments

Recommendations:

That Report PLAN2021-016, **Registered Plan 383, Lots 61 to 68, 80 to 91, 94 to 116, 142 to 152 and Part of Lot 93, designated as Part 208, 57R-9054; Part of Lot 25, Concession 5, Geographic Township of Ops, Burcar Investments Limited – Applications D05-2021-002, D06-2021-003 and D30-2021-001**, be received;

That the Development Agreement for Burcar Investments Limited, Springdale Gardens Phases 3 & 4, substantially in the form attached as Appendix 'C' to Report PLAN2021-016, be approved by Council;

(Acting) Department Head: _____

Financial/Legal/HR/Other: _____

Chief Administrative Officer: _____

That three (3) by-laws, substantially in the form attached as Appendices D, E, and F respectively to Report PLAN2021-016, be approved and adopted by Council; and

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

Background:

Springdale Gardens subdivision (Registered Plan 383) was first approved by the Province of Ontario (via the Minister of Planning and Development) in March of 1960. The development at that time consisted of:

- 276 residential lots;
- 2 blocks for public parkland; and
- Road allowances which were dedicated as public highways

Records refer to the Minister of Municipal Affairs granting draft approval on June 4, 1969, subsequently amended by the Department of Municipal Affairs on August 15, 1969. While various By-laws and Subdivision Agreements refer to Ministerial conditions that accompany such draft approval, the City's records do not contain a list of those conditions.

The original Springdale Gardens development was constructed using private communal water and wastewater services. In 1999, the Township of Ops had to repair and upgrade the existing systems which were failing. Through various processes, the Township of Ops was able to protect the public interest by ensuring that existing failed infrastructure would be repaired and additional required public infrastructure would be paid for by the owners of the individual developed lots, and the remaining undeveloped lots in Registered Plan 383. By-law 90-12 deemed the remaining undeveloped lots in the subdivision, which meant that all lots held under one ownership would merge back together (they could not be sold separately). This created the Blocks in Phases 3 and 4 as they are today. By-law 99-29 allocated capital costs and capital improvement charges to all Lots within Registered Plan 383, and required recovery of these costs and charges, which has now been collected.

A previous owner of these blocks, Springdale Gardens Properties Inc. originally purchased 153 lots which made up the western portion of the Springdale Gardens subdivision. That owner worked with the Township of Ops and Town of Lindsay (and now City of Kawartha Lakes) to install the required public infrastructure to current municipal standards, and proposed to develop this western portion of Registered Plan

383 in five (5) Phases. Three of these five Phases (1a, 1b and 2) have been constructed to date.

The applicant has submitted three (3) applications on behalf of the current owner to facilitate Phases 3 and 4:

1. To exempt the same Lots noted above from the Part-Lot Control provisions of the Planning Act. This will facilitate the reconfiguration of most of the lots by reducing the existing frontage to 12 m. (40 ft.), which is consistent with the existing 'Residential Exception Two (R-2) Zone' provisions in the Township of Ops Zoning By-law 93-30, as previously approved by Council;
2. To remove the holding symbol from the same Lots noted above, which will permit building permits to be issued. The 'Residential Exception Two Holding Two [R-2(H2)] Zone' applies, and while it permits the proposed low density residential uses on lots having a minimum lot frontage of 12 metres and a minimum lot area of 360 square metres, the holding (H2) provision requires that an adequate supply of municipal water and sewer servicing capacity be available to service the subject land. The capacity is now available for all 71 Lots constituting Phases 3 and 4 of the development; and
3. To repeal Deeming By-law 90-12 as it applies to Lots 61 to 68, 80 to 91, 94 to 116, 142 to 152 and Part of Lot 93, in Registered Plan 383. This will facilitate the companion Part-lot Control By-law and the eventual registration of a deed for each of the 71 reconfigured residential lots.

As a condition of the development, the owner will enter into a Development Agreement with the City to facilitate construction of the roadways and municipal services. See Appendix 'C'.

Owner:	Burcar Investments Ltd. c/o Batavia Homes (Greg DeFreitas)
Applicant:	Wayne Simpson and Associates c/o Thomas Kirkby
Legal Description:	Registered Plan 383, Lots 61 to 68, 80 to 91, 94 to 116, 142 to 152 and Part of Lot 93, designated as Part 208, 57R-9054; Part of Lot 25, Concession 5, Geographic Township of Ops
Designation:	'Urban' on Schedule 'A-3' of the City of Kawartha Lakes Official Plan; 'Residential' on Schedule 'A' of the Township of Ops Official Plan
Zone:	'Residential Exception Two Holding Two [R-2(H2)] Zone' on Schedule 'A' of the Township of Ops Zoning By-law Number 93-30
Lot Area:	4.19 hectares [10.35 acres]
Site Servicing:	Proposed full urban services: municipal water, sanitary sewer and storm sewer

Existing Uses:	Vacant Land
Adjacent Uses:	North: Agricultural; Thunder Bridge Road
	East: Low Density Residential (Springdale Gardens)
	South: Low Density Residential (Springdale Gardens)
	West: Angeline Street North; Low Density Residential

Rationale:

The properties consist of 4 vacant blocks in the Springdale Gardens subdivision, located on the east side of Angeline Street North and at the existing terminus of Lamb Avenue, Lawson Avenue and Carew Boulevard. See Appendix 'A'. The development consists of 71 new single detached homes fronting on the extension of these three roads (Lamb, Lawson and Carew), in addition to a new cul-de-sac at the west end of Carew Boulevard, known as Burrows Crescent. See Appendix 'B'. The proposed development will be completed on full municipal services, including water, sanitary and storm sewers, the cost of which will be paid for by the developer.

The development is vacant and consists of approximately 4.19 hectares of residential land and 1.32 hectares of municipal land for roads. The original draft plan of subdivision (circa 1960) created 55 lots in this portion of the development, for single detached dwellings which were to be constructed on private communal services. In 1999, after taking over the existing private systems and repairing and upgrading them, the Township of Ops Council passed a by-law which provided for a total of 71 lots in this portion of the development (the original 55 lots constituting Phases 3 and 4).

Three applications are required:

- Application D05-2021-002 proposed the creation of 71 Lots by lifting part lot control to reconfigure the frontages of the existing 55 Lots in Phases 3 and 4 of Registered Plan 383;
- Application D06-2021-003 will remove the holding (H2) provision, allowing the development to proceed; and
- Application D30-2021-001 will repeal Deeming By-law 90-12 to permit the subsequent transfer of all lots.

Ultimately through the Part-Lot Control By-law, most of these lots will be further split and reconfigured with 12 metre frontages. The removal of the Holding Symbol (pursuant to a Development Agreement) facilitates the development of the remaining 71 lots (subject to all zoning requirements, Building Division requirements, etc.). The proposed frontage and area of each of the proposed 71 Lots meets or exceeds the minimum lot area and frontage of the 'R-2' zone. Council has already allocated servicing capacity for 71 Lots. It is now appropriate to enter into a Development Agreement (DA)

with Burcar Investments Limited with respect to the servicing and development of Phases 3 and 4.

Applicable Provincial Policies:

A Place to Grow: Growth Plan for the Greater Golden Horseshoe, 2020 (Growth Plan):

These lands are identified as being within the 'Settlement Area' of Lindsay. Section 2.2.1 of the Growth Plan, 'Managing Growth' provides that growth should be directed towards settlement areas, and utilize existing or planned infrastructure. The City has already expended significant cost in providing servicing to the Jennings Creek Community Development Plan (JCCDP) Area to the west of Angeline Street, and also provided adequate servicing for this development, which has been cost-recovered through the Northwest Trunk Sanitary Sewer Capital Charge as part of the Phase 2 development of Springdale Gardens.

The policies of the Growth Plan encourage cities and towns to develop as complete communities which feature a diverse mix of land uses, including residential and employment uses, and convenient access to local stores, services, and public service facilities; provide a diverse range and mix of housing options to accommodate people at all stages of life, and integrate green infrastructure and low impact development. This development is providing for additional low impact development measures.

On this basis, the application conforms to the policies of the Growth Plan.

Provincial Policy Statement, 2020 (PPS, 2020):

The Provincial Policy Statement (PPS, 2020) provides for appropriate development while protecting resources of provincial interest, public health and safety, and the quality of the natural environment. The PPS requires planning authorities to manage and direct land use to achieve efficient and resilient development and land use patterns. Settlement areas are the focus of growth, including redevelopment which utilizes existing or planned infrastructure.

Development and site alteration shall be directed in accordance with the policies of Section 2 and 3 of the PPS. This includes natural heritage and hydrologic features (Section 2), and natural and man-made hazards (Section 3). Planning for sewage, water, and stormwater shall be in accordance with Section 1.6.6 of the PPS. This includes the efficient use and optimization of existing municipal sewage and water services in a sustainable manner, and the use of low impact development techniques for stormwater management. This development is outside of natural heritage and hydrologic features, and outside of natural hazards. The development has been anticipated and planned for since 1999.

On this basis, the application is consistent with the policies of the PPS, 2020.

Official Plan Conformity:

The City of Kawartha Lakes Official Plan (City Official Plan) was adopted by Council in September 2010 and approved by the Minister of Municipal Affairs and Housing (MMAH) in 2012. The City Official Plan included the entire subject property within the Urban Settlement Boundary of Lindsay as recommended by the City's 2011 Growth Management Study (GMS).

The Lindsay Secondary Plan (LSP) was adopted by Council in June 2017 and is currently under appeal to the Local Planning Appeal Tribunal (LPAT). Due to the appeals, the subject land remains under the jurisdiction of the Township of Ops Official Plan (Ops Official Plan), where the subject lands are designated 'Residential' on Schedule 'A' of the Ops Official Plan. The predominant use of lands shall be for single detached dwellings. The proposed rezoning does not change the proposed use of the land, only amend two of the existing development standards.

On this basis, the proposal conforms to the policies of the Ops Official Plan.

Zoning By-law Compliance:

The blocks in this development are currently zoned 'Residential Exception Two Holding Two [R-2(H2)] Zone' in the Township of Ops Zoning By-law 93-30 (Zoning By-law). The holding (H2) provision requires that servicing be provided for the development. Given that Council has already committed to providing this servicing, it is now appropriate for Council to consider removing the H2 provision. At this time, development of the lots will be subject to the 'R-2' zone provisions.

The applicant has made a separate request to change the zone category from the 'R-2' zone to the 'Residential Exception Five (R-5) Zone' to amend two of the development standards currently in the 'R-2' zone:

- A decrease in the minimum front yard setback from 7.5 metres to 6.0 metres; and
- An increase in lot coverage from 35% to 45%.

A separate report (PLAN2021-015) and by-law will be considered by Council for changing these development standards, however, this does not impact the ability of Council to consider removing the holding provision to allow the development to proceed on the basis of the existing 'R-2' zoning, until such time as the new 'R-5' zoning is final and binding.

On this basis, the proposal complies with the Zoning By-law.

Other Alternatives Considered:

No other alternatives have been considered.

Alignment to Strategic Priorities

The Council Adopted Strategic Plan identifies these Strategic Priorities:

1. Healthy Environment
2. An Exceptional Quality of Life
3. A Vibrant and Growing Economy
4. Good Government

These applications align with the Healthy Environment priority by promoting sustainable development through the utilization of Low Impact Development (LID) techniques where possible to protect and enhance water quality and the Exceptional Quality of Life priority by increasing the availability of housing stock.

Financial/Operation Impacts:

There are no financial considerations unless Council's decision to adopt or their refusal to adopt the requested amendments is appealed to the Local Planning Appeal Tribunal (LPAT). In the event of an appeal, there would be costs, some of which may be recovered from the applicant.

Servicing Implications:

The developer will install water, sanitary sewer and storm sewer services for the development.

Consultations:

Notice of this application was given in accordance with the Planning Act. As of April 7, 2021, we have received the following comments:

Agency Review Comments:

March 10, 2021	The Building and Septic Division has no concerns with the application.
March 10, 2021	The Engineering and Corporate Assets Department advised they have no concerns with the application.
March 22, 2021	The Community Services Department advised they have no concerns or comments.

Development Services – Planning Division Comments:

The background information which has been submitted in support of the application has been circulated to the appropriate agencies and City Departments for review and comment. The application conforms to the 2020 Growth Plan, and is consistent with the Provincial Policy Statement, 2020. Conformity with the City of Kawartha Lakes and Township of Ops Official Plans have also been demonstrated.

The following issues relate to the proposed development:

Parkland Contribution:

Previously, 2.84 hectares (or 7.04 acres) were conveyed to the Township of Ops for public park purposes (being Block H and J at 1.57 hectares 1.27 hectares respectively). Registered Plan 383 complied with the requirement for 5% (1.6 hectares or 4 acres) of land to be dedicated to the municipality for public park purposes. Therefore, no further land is required to be dedicated for public park purposes in the current Phases 3 and 4 of the development.

Increased Density:

With the provision of full municipal water supply and sanitary sewer servicing to this property, it was no longer necessary to retain the previous minimum lot frontage of 18 metres. In 2003, Council consulted with the neighbourhood and subsequently passed By-law 2003-31 which permits a minimum lot frontage of 12 metres for each lot. This allowed for an increase from 55 lots to 71 lots for Phases 3 and 4.

Municipal Servicing Capacity:

The Engineering and Corporate Assets Department has confirmed that an adequate supply of municipal water and sewer servicing capacity is available for 71 detached dwellings in Phases 3 and 4. Therefore, it is appropriate to remove the Holding provision.

Prior Capital Costs and Capital Improvements:

As noted in the Background section of this report, in 1999 the Township of Ops undertook to repair and upgrade the inadequate operation of the private communal water services and sewage services within Registered Plan 383. By-law 99-29 allocated capital costs and capital improvement charges to all Lots within Registered Plan 383 and required recovery of these costs and charges. Any outstanding charges would be collected through the subsequent applications for Building Permits on the lots.

Part-Lot Control:

Phase 3 and 4 is currently comprised of 55 Lots in Registered Plan 383. Burcar Investments Limited proposes to further subdivide these 55 lots to create 71 lots. To permit the re-configuration of the land into 71 lots, a Part-lot Control By-law must be passed by Council that specifically lists the relevant lots in Registered Plan 383.

As a condition of adopting a Part-lot Control By-law, staff recommends that the owner is required to enter into a Development Agreement with the City.

Deeming By-law 90-12:

The Lots in Registered Plan 383 that comprise Phases 3 and 4 have been deemed to not be lots on a Registered Plan of Subdivision, by By-law 90-12 of the Township of Ops. To facilitate the future sale of the proposed lots, By-law 90-12 must be amended by deleting the specific Lots that comprise Phase 3 and 4, specifically Lots 61 to 68, 80 to 91, 94 to 116, 142 to 152 and Part of Lot 93.

As a condition of amending By-law 90-12, staff recommends that the owner is required to enter into a Development Agreement with the City.

Conclusion:

In consideration of the comments and issues contained in this report, Staff respectfully recommend the proposed By-laws and Development Agreement be **Approved**.

Attachments:

The following attached documents may include scanned images of appendices, maps, and photographs. If you require an alternative format, please call Ian Walker, Planning Officer – Large Developments, iwalker@kawarthalakes.ca or (705) 324-9411 extension 1368.

Appendix A – Location Map



PLAN2021-016
Appendix A.pdf

Appendix B – Proposed Site Concept Plan



PLAN2021-016
Appendix B.pdf

Appendix C – Draft Development Agreement



PLAN2021-016
Appendix C.pdf

Appendix D – Part-Lot Control By-law



PLAN2021-016
Appendix D.pdf

Appendix E – Removal of Hold By-law



PLAN2021-016
Appendix E.pdf

Appendix F – Repeal of Deeming By-law

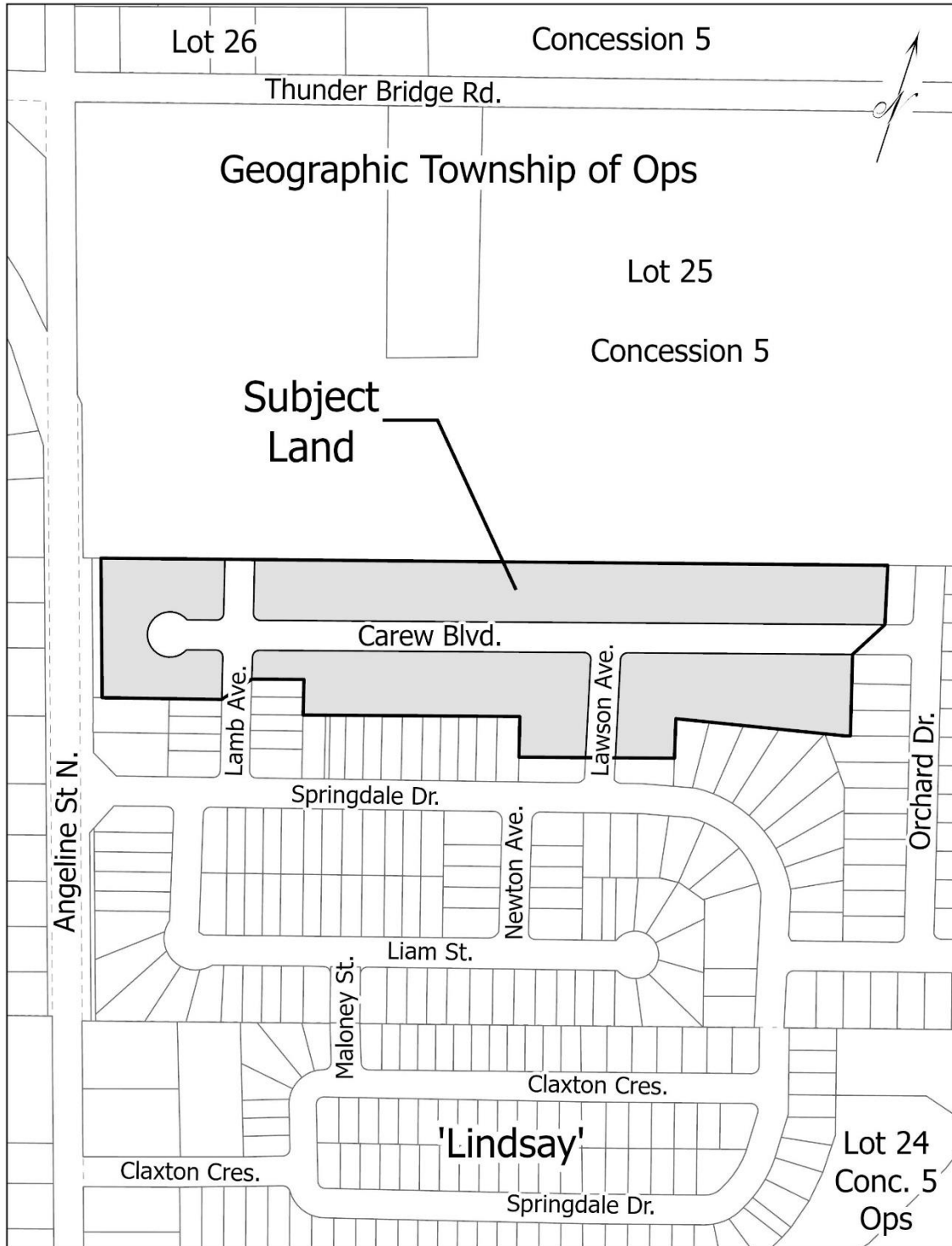


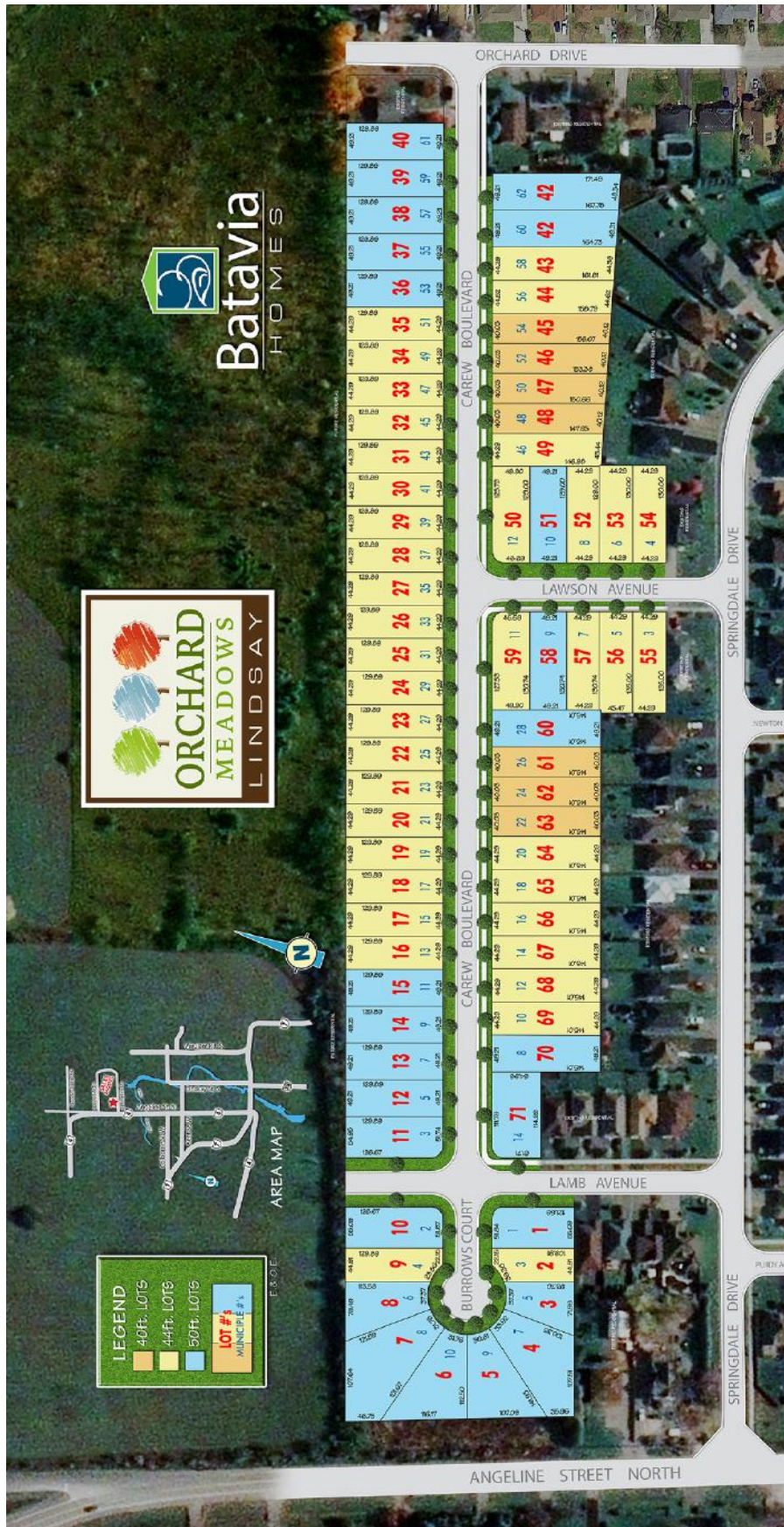
PLAN2021-016
Appendix F.pdf

(Acting) Department Head email: rholy@kawarthalakes.ca

(Acting) Department Head: Richard Holy

Department File: D05-2021-002, D06-2021-003 & D30-2021-001





Appendix “ B ”
to
Report PLAN2021-016
File No: D05-2021-002
D06-2021-003
& D30-2021-001

Document General

Development Agreement

Between

Burcar Investments Limited

and

The Corporation of the City of Kawartha Lakes

Springdale Gardens Phases 3 & 4
Registered Plan 383

Dated as of _____, 2021

Appendix “ C ”
to
Report PLAN2021-016
File No: D05-2021-002
D06-2021-003
& D30-2021-001

CITY OF KAWARTHA LAKES

DEVELOPMENT AGREEMENT

THIS AGREEMENT made in triplicate this ____ day of _____, 2021.

BETWEEN:

Burcar Investments Limited

Hereinafter called the "OWNER"

OF THE FIRST PART

and

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

Hereinafter called the "CITY"

OF THE SECOND PART

WHEREAS the Minister of Planning and Development (now Municipal Affairs and Housing) granted Draft Plan Approval with Conditions (File No. D05-33-010) for the proposed subdivision, and whereas Council has authorized the execution of this Agreement, which requires that the Owner shall satisfy all the requirements financial and otherwise of the City. This Agreement is entered into to set out the terms and conditions which must be met in consideration of the City and appropriate agencies advising the City that the conditions have been met.

AND WHEREAS the Land affected by this Agreement is legally described as Registered Plan 383, Lots 61-68, 80-91, 94-116, 142-152 and Part of Lot 93, designated as Part 208, 57R-9054, Lamb Avenue, Lawson Avenue, Carew Boulevard, Burrows Court, Geographic Township of Ops, as shown on Plan 57R-9054, City of Kawartha Lakes.

AND WHEREAS the City has agreed that the Owner may construct and install certain Public Services, hereinafter referred to as the "Public Services", to serve the Land to be serviced, and shall undertake to make such financial arrangements with the City for the installation and construction of the said Public Services as are hereinafter provided and to enter into this Agreement.

AND WHEREAS the Owner is required to grant certain land referred to herein for Municipal purposes.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of Two

Dollars (\$2.00) of lawful money in Canada now paid by each of the parties hereto to each of the other parties hereto (the receipt whereof is hereby acknowledged), the parties hereto hereby covenant, promise and agree with each other as follows:

1. PUBLIC SERVICES

a) SERVICING

(i) The Owner shall commence within twelve (12) months of the date of execution of this Agreement, and shall complete within forty-eight (48) months* after the date of execution of this Agreement, subject to unavoidable delay and pursuant to written notification to the Director of Engineering and Corporate Assets, the installation of all of the Public Services as shown on Schedule “A-1” and as further itemized in Schedules “C” and “D” to this Agreement. All Public Services as shown on Schedules “A-1” and as further itemized in Schedules “C” and “D” shall be constructed in strict accordance with the plans and specifications approved by the Director of Engineering and Corporate Assets, or his or her designate or equivalent, hereinafter referred to as the “Director”. A paper copy and electronic copy (AutoCad and pdf) of the approved construction plans shall have been deposited with the Director prior to the execution of this Agreement by the City.

(ii) The Owner agrees to submit to the City, prior to commencing the installation of services, a construction management plan to regulate the routing of construction traffic for all phases of the development. The construction management plan will include all sediment and erosion control measures and measures to minimize construction mud on the roads as well as, road cleanings at the expense of the Owner. In addition, the construction management plan will outline the schedule of the installation of the Public Services, the communication plan, and the contact information for all of the parties involved in the subdivision.

b) INSPECTION

The Owner covenants and agrees to retain a competent engineer experienced in the municipal engineering field. All of the Public Services shall be installed under the supervision and inspection of the engineering firm of Engage Engineering (the “Engineer”), and the Owner shall not retain the services of another engineering firm or change firms without the prior written consent of the Director. The Engineer is hereby approved by the Director and shall file in writing with the Director an undertaking, signed by the Owner and the Engineer, as provided in Schedule “F” with respect to the work being done under its supervision and inspection. The Engineer shall provide appropriate inspection and review of the work in order that a written final certification regarding all the Public Services may be provided. The Engineer shall be retained by the Owner until all requirements of this Agreement have been completed to the satisfaction of the Director, and the Engineer shall confirm the completion of the Public Services conforms with the approved design.

* Length of time for installation to be confirmed by the Owner and Engineer pursuant to the engineering design.

Commented [RP1]: To be inserted

The Owner shall notify the Director at least two (2) business days in advance of the commencement of any construction of Public Services. If the Owner's Engineer does not supervise the installation of the Public Services satisfactorily, the City may stop the construction.

c) CONTRACTORS

Any contractors employed by the Owner to complete the installation of any Public Service must be approved by the Director. Notwithstanding this, contractors engaged to grade, topsoil and sod the boulevards and those engaged to construct and pave driveway aprons prior to the assumption of the roads need not be approved by the Director subject to such work being certified by the Engineer.

The City reserves the right to employ its own contractor for any works, the cost of which is partially or completely paid for by the City, provided no such City-employed contractor shall increase the costs of such works or delay the performance of such works.

d) INSTALLATION

In the event that the Owner fails to complete the hereinafter mentioned Public Services within the specified period outlined in Section 1.a) above, or, is in default as per Section 8, the Director may, without further notice, enter upon the said Land and proceed to supply all materials and do all necessary works in connection with the installation of said Public Services, including the repair or reconstruction of faulty work and the replacement of materials not in accordance with the specifications, including all sediment and erosion controls, and to charge the cost thereof, together with an administrative fee of 5% of the cost of such material and works, to the Owner who shall forthwith pay the same upon demand by the City. It is understood and agreed between the parties hereto that such entry upon the Land shall be as agent for the Owner and shall not be deemed, for any purposes whatsoever, as an acceptance or assumption of the said Public Services by the City.

No finished road surface, top course asphalt, or final coat or lift shall be installed until the Director has given to the Owner written permission to proceed. All roads under construction within the Plan of Subdivision must be marked with signs provided by the Owner which clearly state that the roads are not assumed by the City. The signs will not be removed until such time as the assumption by-law is passed.

Engineering drawings showing as constructed (Record/"As-Built") information for all Public Services installed, in electronic AutoCAD, pdf and hard copy are required to be submitted to the City for Acceptance and Substantial Completion of Public Services and residential occupancy. The Owner will be responsible for executing all public servicing locates, including water, sanitary and storm infrastructure, within the development until the Director receives and approves the Record drawings.

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e) REPAIRS

If, at any time prior to the Assumption of the Public Services as outlined in Section 1.h) below, any of the Public Services fail to function, or do not function properly, or are constructed in such a manner as to cause damage or pose a threat of damage of any nature or kind whatsoever, and, in the reasonable opinion of the Director, rectification or action is required to prevent damage or hardship to persons or property, the Owner shall, upon the written instructions of the Director, do all acts and things as are required by the Director to rectify the condition.

In the event the condition as aforesaid is an emergency, or immediate rectification is required, the City may take such action and do all such acts and things as are considered necessary and advisable in the place and stead of the Owner, and the Owner shall reimburse the City for any and all expenses incurred, whether directly or indirectly by the City, in connection with the same. It is understood and agreed between the parties hereto that any repair work carried out by the City under this clause shall not be deemed, for any purposes whatsoever, as acceptance or assumption of the said Public Services by the City.

f) ACCEPTANCE AND SUBSTANTIAL COMPLETION

When the Public Services are completed and cleaned to the satisfaction of the Engineer, the Owner shall advise the Director in writing that the Public Services are completed and shall request an inspection by the City for the purposes of accepting the Public Services. The City shall carry out inspections and shall advise the Engineer of any items of work requiring further rectifications.

Prior to Acceptance, Substantial Completion, and Occupancy of any unit, the Owner shall file with the Director the following:

- i) An electronic copy on a CD (AutoCad and pdf) as required and a full set of hard copy drawings showing Record/As-Built information;
- ii) A letter of credit or cash deposit in the amount of 10% of the total cost of all Public Services accepted to guarantee performance of the substantially completed Public Services;
- iii) A statutory declaration as per the City's template that all accounts for material, labour and equipment employed for installation of the substantially completed Public Services are paid in full;
- iv) A certificate from the Engineer, certifying that the accepted Public Services have been constructed in conformity with this Agreement and in accordance with the plans and specifications approved by the Director subject to any variation or amendment as approved in writing by the Director or his or her designate as the case may be, and that the rough grading of the Subdivision Land has been completed to provide the proper outlet for the major design storm, including completion of the stormwater management facility. The certification should include confirmation that all deficiencies in the water and sanitary infrastructure have been rectified to provide for

the City's operation of the municipal water and sanitary systems;

g) MAINTENANCE

The Owner COVENANTS AND AGREES to maintain and keep in a proper state of repair and operation all of the substantially completed Public Services constructed, installed, or provided by the Owner for a maintenance period which shall be a minimum of one (1) year from the time of placement of the top course of surface asphalt and final repairs, as applicable.

h) ASSUMPTION

Upon completion of the maintenance period set out in Section 1.g) above, the Public Services shall be eligible for Assumption by the City. Prior to submitting a request for the Assumption of the Public Services by the City, the Owner shall be required:

- i) to clean all sewers, manholes, and catch basins to be free of road materials, building debris, and other foreign matter, and to clean such materials from the system, to provide a sewer video inspection, and to rectify any deficiencies the sewer video inspection may reveal;
- ii) to clean and remove any debris and earth deposits from all roadway pavement and the Land;
- iii) to rectify and repair all damages, settlements, or depressions to the above ground infrastructure including but not limited to curbs, water boxes, sidewalks, roadways, etc.;
- iv) to pay for the cost of installation of pavement markings;
- v) to rectify, clean out, and repair damages to the stormwater management facilities, and to certify to the City these facilities are functioning in accordance with the approved stormwater management report and engineering drawings;
- vi) to comply with and pay all outstanding work orders that the City may have concerning emergency repairs; and
- vii) to make all plant material replacements pursuant to the conditions of the maintenance period.

i) CONDITIONS FOR ASSUMPTION OF PUBLIC SERVICES

The City COVENANTS AND AGREES that the assumption of the Public Services shall take place upon fulfillment of all of the conditions set out in Section 1.h) above to the satisfaction of the Director. In addition, the Director will be satisfied that the following have been received:

- 1) a certificate from the Engineer stating that all stormwater management facilities as required in the stormwater management report and as shown on the engineering drawings are constructed, are operational, and are functioning;
- 2) a certificate from an Ontario Land Surveyor certifying that he or she has confirmed the areas and frontage of all lots and blocks in the

- subdivision and has located or replaced all standard iron bars as shown on the registered plan, and has located or properly re-established all block corners, the beginnings and ends of all curves including all corner roundings and all points of change in direction of streets;
- 3) a certificate executed by the Engineer, in conjunction with a final grade plan verifying all lot and block elevations for the subdivision, certifying that all lots and blocks within the subdivision have been graded in accordance with the overall grading plan and that there are no drainage problems for which the Owner is responsible;
 - 4) the stormwater management operation and maintenance manual, including record of all clean outs and inspections and confirming compliance with Ministry of the Environment, Conservation and Parks approval;
 - 5) confirmation from the City that any emergency repairs that may have been completed by the City have been paid for by the Owner;
 - 6) Property Identification Numbers (PIN) for all segments of road and parcels of land to be assumed by the City;
 - 7) a listing of assets to be assumed by the City, in a format acceptable to the City; and
 - 8) a statutory declaration confirming all payments have been made, as per the City's template.

j) ASSUMPTION BY-LAW

Upon the satisfaction of all of the conditions as aforesaid, the Director shall submit a written report to the City Council stating that the Public Services have been constructed and installed to municipal specifications, that all accounts in connection therewith have been paid, that all financial requirements have been met or will be met on the passing of the Assumption By-law and that the Public Services are in the required condition to be assumed. When all of the requirements of this section have been fulfilled, the City shall pass an Assumption By-law for the Public Services. Upon an Assumption By-law being passed, the ownership of the Public Services shall vest in the City, and the Owner shall have no claims or rights thereto other than those accruing to it as an owner of land abutting on public highways where the Public Services were constructed or installed.

No action of the City, by way of repair to Public Services, maintenance, use of or connection to Public Services, snow removal from roadways, operation of street lighting system or any other use or action shall be construed as assumption of the affected Public Services, and no ownership shall vest with the City and no assumption shall be construed until the Assumption By-law is passed by City Council.

k) LIABILITY

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Until assumption as provided for in Section 1.j) above, the Owner on behalf of themselves, their heirs, executors, administrators, assigns and successors in title, hereby covenant to indemnify and save harmless the said City from all actions, causes of actions, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the installation of any works required under this Agreement, or the failure of the Owner to complete the contemplated installation.

The Owner shall insure against all damages or claims for damage with an insurance company satisfactory to the Insurance Risk Management Coordinator. Such policy (or policies) shall be provided to the City prior to the execution of this Agreement and be issued in the joint names of the Owner and the City, and the form and content shall be subject to the approval of the Insurance Risk Management Coordinator. The insurance policy shall remain in the custody of the City until assumption of the Public Services. The minimum limit of such policy shall be \$5,000,000.00 all inclusive, but the City shall have the right to set higher amounts.

The insurance policy shall be in effect for the period of this Agreement; including all guaranteed maintenance periods. The premiums for the insurance policy shall be paid promptly, and the Owner shall provide proof to the Insurance Risk Management Coordinator upon request that the insurance policy is in full force and effect.

The insurance policy shall not be construed as relieving the Owner from responsibility for any other or larger claims in excess of such policy, if any, for which he or she may be held responsible.

2. CLEARANCE OF BUILDING LOTS

The Owner COVENANTS AND AGREES with the City that no Building Permits will be applied for or issued for detached dwelling or buildings or structures on any of the Lots and Blocks shown on Schedule "A" attached hereto until such time as water, sewage and drainage facilities and suitable base asphalt road foundation have been installed, and the Engineer certifies that such drainage facilities are operating in accordance with the conditions contained herein, in or on the roadway in front of the Lot, Lots or Blocks for which said Building Permit applies.

The City further COVENANTS AND AGREES with the Owner that no Building Permits will be issued for any Lot or Block shown on Schedule "A" attached hereto until the City has received payment of the Development Charges, all other building permit application fees applicable to such Lot or Block and a permit from ___N/A___ Conservation Authority where applicable. This requirement, however, shall not apply to any of the Development Charges for which the City has, elsewhere in this Agreement, granted a deferral to the Owner as per Council Policy CP2019---005, in which case the provisions governing the deferral shall determine when payment of the Development Charges by the Owner is due.

3. LAND FOR MUNICIPAL PURPOSES

- a) The Owner COVENANTS AND AGREES to convey to the City free of charge and free of all encumbrances such as easements and Blocks as are set out in Schedule "B" hereto for the installation and maintenance of the Public Services installed by the Owner under provisions of this Agreement and for Municipal purposes in conjunction with the Registration of the Plan of Subdivision.
- b) The Owner further COVENANTS AND AGREES not to convey, or agree to convey, any Land as shown on Schedule "A" hereto in which the City or Hydro One Networks Inc. is being conveyed an interest by way of easement, right-of-way or agreement, under the terms of this Agreement until such time as the City and Hydro One Networks Inc. have registered the grant of easement or right-of-way on title of the property through which an easement or right-of-way passes.
- c) The Owner and the City further AGREE that the deeds for all the said Land as set-out in Schedule "B" hereto have been approved by the City Solicitor and deposited with the City Clerk prior to the execution of this Agreement.
- d) The Owner further COVENANTS AND AGREES that Land conveyed to the City for municipal purposes will not be used for the disposal of debris obtained from the development of the Owner's Land herein developed, and the Owner further COVENANTS AND AGREES to restrain all others from depositing junk, debris and refuse on the Land conveyed to the City under Schedule "B" of this Agreement and further COVENANTS AND AGREES to remove any such junk, debris or refuse so deposited immediately when so directed by the City and at the Owner's expense.
- e) The parties agree that, in the event the required easements, right-of-ways, or other Land as required pursuant to this Agreement have not been properly provided, the City, in addition to any other remedies available to it, may expropriate such easements, right-of-ways, or Land, and the costs of such expropriation shall be at the expense of the Owner.
- f) The City AGREES to complete the registration of all such easements, as well as this Agreement, within ten (10) days of the date of Registration of the Plan of Subdivision, failing which the Owner is hereby authorized to complete such registration on the City's behalf.
- g) The Owner AGREES to grant, at its expense, such further easements and right-of-ways as may be required for the installation and supply of the Public Services, including those easements and right-of-ways which the Director may establish as necessary during construction and prior to Assumption, and any such additional easements and right-of-ways shall thereafter be deemed to have been set out in Schedule "B".

4. LAND TO BE RETAINED BY THE OWNER

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a) The Owner AGREES to provide the complete legal description of all land shown as "Other lands owned by the Applicant" as shown on the key map of the Draft Plan of Subdivision.

5. LOT GRADING

a) The Owner AGREES with the City that all Lots and Blocks will be graded in accordance with the Lot Grading Plan on file with the City and identified as Schedule "E", and in the manner described in Schedule "C" hereto and topsoil will be replaced in accordance with Section 16 of this Agreement hereof and further that prior to the placing of topsoil on any of the Land herein the Owner will arrange for an inspection of and receive the approval of the lot grading by the Engineer.

b) The Owner AGREES to place in the deed, transfer or conveyance for every Lot and Block a restrictive covenant in favour of the remaining land affected by this Agreement that the purchaser or transferee will not alter the drainage on the land in any way as to adversely affect the drainage pattern established by the Lot Grading Plan as amended and approved by the City. That restrictive covenant shall run with the land and shall state that the Owner will not do, or cause to be done, any activity that alters the drainage on the land including, but not limited to, constructing a building or structure without the approval of the City's Engineering and Corporate Assets Department, placing fill, planting trees, or landscaping.

c) The Owner AGREES that Schedule "E", Plan of Lot Grading, will only be altered or amended to resolve unusual or unforeseen circumstances giving rise to hardship and only after having received the written approval of the Director; and that the Owner shall maintain such grading in accordance with the Lot Grading Plan or the Lot Grading Plan as amended except for such temporary deviations as are necessary for the purpose of constructing any building or structure which may be lawfully erected thereon. The Owner further AGREES that should any unforeseen or unusual circumstance arise which was not properly taken into account by the Owner's Engineer in the development of the Lot Grading Plan and which, in the opinion of the Director, requires the construction of additional drainage or appurtenant works, the Owner shall construct such additional works when so directed by the Director and at the Owner's sole cost. The Owner will provide an "As-Built" Lot Grading Plan reflecting all alterations, additions, and amendments.

e) The Owner and City AGREE that no Building Permit will be issued for any Lot or Block unless a site and grading plan has been submitted in conjunction with the corresponding Building Permit application. The site and grading plan shall show:

- i) the dimensioned property limits of the Lot or Block;
- ii) the proposed location of the dwelling and/or detached accessory buildings and/or structures to be located on the Lot or Block;

- iii) the proposed lowest basement floor elevation and proposed lowest opening and proposed finished floor grades of the dwelling;
- iv) the proposed finished Lot or Block grades;
- v) the existing and proposed lot grades for each of the corners of the Lot or Block and intermediate points of grade change;
- vi) the finished road grades adjacent to the Lot or Block;
- vii) the proposed location of water, sanitary and storm servicing;
- viii) the proposed driveway location and maximum width; and
- ix) all other requirements outlined in the City's Lot Grading and Drainage Guidelines.

Such site and grading plans shall have been approved by the Engineer, and shall contain a certificate by the Engineer which shall certify the following:

- x) that the said site and grading plan is in conformity with the approved Lot Grading Plan included in Schedule "E" of this Agreement and with the road grades as shown on the approved Plans and Specifications approved by the Director;
 - xi) that the Engineer has examined the plans and drawings for the proposed dwelling to be erected on the Lot or Block; and;
 - xii) that the siting of the proposed dwelling and/or detached accessory buildings and/or structures as shown on the site and grading plan accurately reflects the proposed buildings as shown on the plans and drawings for which a Building Permit has been applied.
- f) The Owner AGREES that the services of the Engineer will be retained for the purposes of preparing an as-built Lot Grading Plan for each Lot and Block. The Owner further AGREES to have the Engineer review the as-built Lot Grading Plan and issue a Certificate in accordance with Section 5.e).
- g) The Owner of any Lot with a sewage system AGREES that it shall be the responsibility of the Owner to maintain the sewage system envelope for the Lot or Block as identified on the plan, free of the deposit, disposal, or operation of any materials, structures or equipment, other than material or equipment required for the construction of the leaching bed within the sewage system envelope.
- h) The Owner agrees to maintain and to post a copy of the overall Lot Grading Plan in any home sales office/ online for prospective buyers to view.

6. PAYMENT OF TAXES

- a) The Owner AGREES to pay all arrears of taxes outstanding against the Land herein described before execution of this Agreement by the City.
- b) The Owner further UNDERTAKES AND AGREES to pay all taxes levied, or to be levied, on the said Land on the basis and in accordance with assessment and collector's roll entries until such time as the Land herein being developed has been assessed and entered on the collector's roll. Notwithstanding the foregoing, nothing contained herein shall prevent the Owner
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from appealing such taxes or exercising any other rights of appeal it may have at law.

7. COMMUTATION OF LOCAL IMPROVEMENTS

The Owner AGREES to commute and pay all charges with respect to existing local improvements assessed against the Land. Such payments are to be made by the Owner prior to registration of this Agreement.

8. DEFAULT

a) The Owner shall be in default of this Agreement if the Owner fails to install the Public Services in compliance with the approved drawings and within the time schedule agreed upon, or if the Owner:

- i) is not diligently completing the Public Services within the specified time, and/or;
- ii) fails to provide the annual update to the City, including the construction management plan, communication plan, and confirmation of securities, and/or;
- iii) neglects or abandons the Public Services prior to completion, and/or;
- iv) has caused unreasonable delays so that this Agreement is not being complied with or is carelessly executed, and/or;
- v) is refusing to renew or complete such Public Services as may be directed as defective or unsuitable, and/or;
- vi) is not constructing the Public Services in compliance with the Director's approved drawings and conditions and/or
- vii) otherwise defaults in its obligations set out in performance in accordance with this Agreement.

b) In the event that the City determines the Owner to be in default as hereinbefore provided, the City shall notify the Owner of the particulars of such default by registered mail and shall specify the time within which such default shall be remedied.

c) In the event that the Owner fails to remedy the default within the time specified, the City shall thereafter have full authority and power to stop all Public Services and if the City so elects, it may purchase such materials, tools and machinery and employ such workers or contractors as in the opinion of the Director, are necessary to complete the Public Services. The City shall be entitled to draw upon its security without further notice to the Owner in order to provide funds for payment of any Public Services undertaken by the City.

d) If the cost of any work performed by the City exceeds the value of the security available to the City, then the Owner shall, within 30 days of written demand by the City, reimburse the City for such excess expenses and administrative costs. If it is not paid within 30 days of the demand, such unpaid balance shall bear interest at the rate determined by the Treasurer, and may be applied as a charge on the Land.

e) Unless the remedy of the default is in the nature of an emergency, the notice of default provided-for above shall allow the Owner at least ten (10) business days to cure the default before the City may act on the Owner's behalf and use any remedies set out in this Section 8 or elsewhere in this Agreement.

9. FINANCIAL ARRANGEMENTS

The Owner UNDERTAKES AND AGREES to the following financial arrangements with respect to the performance of this Agreement:

a) The Owner at his or her own expense, shall provide the City at the time of execution of this Agreement, an irrevocable letter of credit and/or security (herein referred to as "the security") in the amount of 100% required by the City to guarantee and secure the due performance by the Owner of all of the obligations imposed upon the Owner by this Agreement and as outlined in Schedule "D", including, without limiting the generality of the foregoing, the performance of the work and development, including engineering, planning and legal expenses incurred by the City in connection with the administration and enforcement of this Agreement. The estimated cost of these works and Public Services is set out in Schedule "D" hereto.

b) The aforesaid security shall be in a form approved by the City's Treasurer and the Owner COVENANTS AND AGREES that the said security shall be kept in full force and effect and that he or she will pay all premiums as the same come due until such time as the City accepts the said Public Services as hereinbefore provided at which time the said security shall be reduced in accordance with Section 1.f) above and returned to the Owner. The aforesaid security shall also contain the following provisions:

- i) The security shall be for any obligations of the Owner pursuant to the provisions of this Agreement, without limitations whatsoever and shall include applicable H.S.T.;
- ii) Drawings on the security shall be permitted upon the City claiming default by the Owner under the terms of this Agreement, and certifying that the notice provided for under Section 8 hereof has been given, and such default shall not be limited to the actions of the Owner;
- iii) Partial drawings on the security shall be permitted at the time of acceptance and substantial completion and at the time of assumption;
- iv) If the security is in the form of a letter of credit and is not renewed at least thirty (30) days prior to the date of expiry by an irrevocable letter of renewal or replacement letter of credit in such form and on such terms acceptable to the City's Treasurer, the City may be permitted to draw on up to 100% of the letter of credit on or before the date of expiry; and
- v) The Owner shall provide to the City on an annual basis confirmation of the validity and currency of the security held by the City. Said confirmation shall be in the form of the Schedule "D"

engineering cost estimate accompanied by a letter submission confirming that the security held pursuant to Schedule "D" reflects the value of work outstanding at that time.

c) While at all times being subject to the discretion of the City, the calculation of the amount of any reductions on the security held pursuant to Schedule "D" to reflect the value of work already completed by the Owner shall generally be as follows:

- i) Calculate 10% of the estimated cost of the completed works as inspected and agreed to by the City;
- ii) Add thereto the estimated value of the uncompleted work;
- iii) Add to that subtotal an allowance for contingencies (5%) and engineering and inspection (7%);
- iv) The resultant amount including the applicable H.S.T. shall be the revised amount of security required to be held pursuant to Schedule "D"; and
- v) At no time can the amount of security be reduced to below the actual amount required to secure the completion of Public Services

Provided, however, there shall be no reduction in the security unless the City has received a current statutory declaration that the completed work has been paid for in full and there are no claims outstanding or being made with respect to the Services or completed work, whether pursuant to the Construction Act, R.S.O. 1990, c. C.30, as amended (the "Construction Act") or otherwise.

d) It is understood and agreed that the filing of a lien or delivery of a claim for a lien to the City Clerk under the Construction Act constitutes a default under this Agreement, and upon receipt of any lien, claim or notice under the Construction Act, it is agreed that the City may use the security for payment into court of any amount required by the provisions of the Construction Act, providing the Owner is unable to remove the lien within twenty-one (21) business days of receiving notification.

e) Where there has been a default by the Owner with respect to any provisions of this Agreement and the City has taken steps on its own to remedy such default, after providing the Owner with notice of such default and a reasonable opportunity to cure such default, any such steps shall be done at the expense of the Owner and, to the extent such work is not capable of being reimbursed through drawing on the letter of credit, shall be recovered as provided in Section 446 of the *Municipal Act*, 2001 R.S.O.2001 c.28, as amended.

f) Prior to the execution of this Agreement by the City, the Owner shall have paid to the City the Engineering Fee (Development Application Approval Processing Fee –DAAP) herein provided.

Said Engineering Fee, intended to reimburse the City for the expenses incurred by it in processing the post-draft-plan-approval development of the subdivision, shall be in the amount of 3.7% of the estimated construction value of the Public Services created relative to the subdivision as laid out in Schedule “D” (exclusive of H.S.T.). Inter alia, the above mentioned fee includes all services provided by the City in relation to approval of the grading on individual Lots and Blocks created by the registered plan. The collection of all of the aforementioned Fees shall be in accordance with By-Law 2007-132, as amended.

g) The Owner agrees that it and the subdivision proposed herein are subject to the Development Charges By-laws of the City of Kawartha Lakes, as amended or replaced from time to time. In respect of the proposed subdivision, the following table determines the value of the applicable Development Charges, as of the date of execution of this Agreement, owed to the City by the Owner:

2021 Residential Dwelling Unit Type		Single- or Semi- Detached	Row or Multiple	Apartment: Two or More Bedrooms	Apartment: One Bedroom	Total
Number of Dwelling Units in Proposed Subdivision		71	--	--	--	--
URBAN-NWT Development Charge Rate Per Dwelling Unit	Health and Social	218	--	--	--	--
	Airport	24	--	--	--	--
	By-Law Enforcement	15	--	--	--	--
	Parking	117	--	--	--	--
	Parks and Recreation	701	--	--	--	--
	Library	359	--	--	--	--
	Administration Studies	383	--	--	--	--
	Fire	341	--	--	--	--
	Paramedic	200	--	--	--	--
	Police	415	--	--	--	--
	Transit	254	--	--	--	--
	Waste Diversion	35	--	--	--	--
	Roads and Related	6,392	--	--	--	--
	Water Treatment	3,361	--	--	--	--
	Water Distribution	3,490	--	--	--	--
	Wastewater Treatment	4,287				
	Wastewater Collection	0				
		\$20,592.00				
Total Development Charges Owed to the City by the Owner		\$ 1,462,032		--	--	--

For each dwelling unit of the proposed subdivision, the Owner agrees to pay to the City, at time of **Building Permit** issuance for the dwelling unit, development charges in accordance with By-Law 2019-184, or any successor thereto, and the development charge rates in effect at the time of payment.

10. NOTIFICATION

a) If any notice is required to be given by the City to the Owner with respect to this Agreement, such notice shall be mailed or delivered to:

Name Burcar Investments Limited
Address 1472 Thornton Rd N, Unit 1
, Oshawa, ON, L1L 0P3

Phone 905-433-1040, ext. 108
Email greg@bataviyahomes.ca

or such other address as the Owner has notified the City Clerk in writing, and any such notice mailed or delivered shall be deemed good and sufficient notice under the terms of this Agreement.

b) Prior to commencement of any construction of Public Services covered under this Agreement, the Owner shall notify the Director two (2) business days in advance, and no construction of Public Services shall be carried out without such notification.

11. NOTIFICATION OF SERVICES

The Owner AGREES to notify, or cause to be notified, each and every purchaser of a Lot or Block within the said Subdivision of all Public Services provided for such purchaser and where the said purchaser pays directly any portion of the cost thereof, the cost of such Public Services and the share thereof to be paid by such purchaser, and cause such information to be fully recorded in any offer or agreement to purchase any Lot or Block entered into by any such purchaser.

Each Agreement of Purchase and Sale for a Lot or Block in the said Subdivision shall include the provisions contained in the following Sections of this Agreement, namely: 5, 23, 35, and Schedule ‘G’.

12. HYDROGEOLOGICAL REPORT

Not applicable

13. EMERGENCY ACCESS ROUTE / WALKWAY

The Owner AGREES to identify any emergency access route or walkway on Schedule “A-1”.

14. CONSTRUCTION ACCESS

The Owner AGREES that all construction access to the site shall only be from Lamb Avenue. The construction access route must be clearly signed to the satisfaction of the City. The construction access route must be maintained in good condition to avoid the transfer of dirt and debris from the subdivision development.

15. ZONING

The Owner AGREES that the Land shown on Schedule "A" hereto shall be governed by the provisions of Zoning By-Law 93-30, as amended which provides the following zoning:

LOT OR BLOCK	ZONE
Lots 61-68, 80-91, 94-116, 142-152 and Part of Lot 93, designated as Part 208, 57R-9054	R-2

16. CONSTRUCTION & SOIL USE

Notwithstanding any other requirements of this Agreement, the Owner AGREES:

- a) That all streets abutting on the Land to be included in this Agreement and to be used for access during the construction of the dwellings or other buildings on the Plan shall be kept in good and usable condition during the said construction and, if damaged, will be restored immediately and all trucks making delivery to or taking materials from the Land in the said Plan shall be adequately covered and not unreasonably loaded so as to scatter refuse, rubbish or debris on the said streets abutting. The Engineer shall prepare a written engineering appraisal of all streets abutting the Land to be developed to establish the condition of the streets prior to any construction. The appraisal shall be submitted to the City for review. The City will confirm that the appraisal shall form the basis of subsequent reassessment of the condition of the street during or after the construction period. If an objection is filed by the Owner, an independent assessment by an engineer appointed upon mutual consent of the City and the Owner shall form the basis of comparison.
- b) That all topsoil removed from the Land, shown on Schedule "A-1" attached hereto, shall be stockpiled and vegetated, and as each building is completed, the topsoil so stockpiled shall be placed around the grounds of each building to minimum consolidated depth of 150mm and shall include all surfaces not covered by buildings, driveways or pavement.
- c) That the Owner is solely responsible for ensuring that sufficient topsoil is available for all Lots and Blocks to comply with the requirements of this Agreement.
- d) The Owner shall direct his employees, contractors, and agents to restrict construction traffic to such street and at such times as the Director directs.

17. REGISTERED PLAN

The Owner AGREES to supply a "mylar" copy of Registered Plan xxx-_____ to the Director immediately following registration.

18. UTILITY COORDINATION

The Owner AGREES to coordinate the design for the installation of utility plans within the Plan of Subdivision and has produced a Composite Utility Plan (Schedule "H") to the satisfaction of the City's Engineering and Corporate Assets Department and the necessary utility authorities prior to the issuance of any Building Permits within the Plan of Subdivision. The Composite Utility Plan shall contain the plans required for the installation of primary and secondary electricity, telecommunication, street lighting, and/or gas services as available.

19. AGREEMENT WITH HYDRO ONE NETWORKS INC.

The Owner shall enter into an Agreement for Electrical Servicing with Hydro One Networks Inc. This Servicing Agreement will specify all the terms, conditions, and financial obligations to facilitate the extension of electrical servicing to the Land. Hydro One Networks Inc. may as part of its Electrical System Servicing Agreement, require a type of Development Charge or Systems Capital Contribution Fee towards the provision of system(s) capacities expansion outside of the Plan of Subdivision but necessary to ensure the integrity of the company's power distribution grid. The relocation of any pole and/or anchor shall be paid for by the Owner.

The Owner AGREES that a Multi-Service connection Agreement must be entered into with Hydro One that is satisfactory to Hydro One and the City. The Owner further AGREES there will be no expense or obligation to the City in the Multi-Service Connection Agreement.

The Owner AGREES to pay the City's portion of the costs to be incurred to install underground Hydro.

The City has required that all primary and secondary electrical services for the Plan of Subdivision be designed and installed underground.

The Owner and/or Building Permit Holder AGREES to install underground electrical services and to the specifications of Hydro One Networks Inc. to install all secondary electrical services from the street to each individual residence within the Plan of Subdivision.

The Owner AGREES to provide to the City a copy of the Hydro One Networks Inc. agreement and reference plans.

20. STREETScape PLAN

The Owner COVENANTS AND AGREES to:

- a) install trees within the rights of way of all streets to be dedicated to the City in accordance with the approved landscape plan;
- b) provide security in an amount shown in Schedule D to the City to ensure compliance with the street tree planting requirements for this Agreement;
- c) plant trees having a minimum caliper of sixty millimeters (60mm); and

- d) coordinate the approved landscape plan with the approved utility plan. Maintain and post a copy of the Streetscape Plan in any home sales office/online for prospective home buyers to view.

21. WINTER MAINTENANCE AND WASTE COLLECTION

- a) The Owner covenants and agrees to snowplow and sand all roads in the Plan of Subdivision until the issuance of the first final occupancy permit.
- b) The Owner and City covenant and agree that the City shall pick up the residential waste from the occupied dwelling units, in accordance with By-Law 2007-024, as amended, only after the issuance of the first final occupancy permit.

22. MODEL HOME

- a) Notwithstanding the provisions of this Agreement to the contrary, prior to the registration of the final plan of subdivision the Owner may erect one (1) detached dwelling on Lot 1 as approved by the City.
- b) The Owner COVENANTS AND AGREES that he or his agent/builder/contractor will submit to the Chief Building Official of the City, a Site Plan and such other plans and drawings as the City deems necessary for the development of the Model Home area, which approval must be obtained prior to the commencement of any work or construction hereunder and as a prerequisite to the issuance of the Building Permit with respect to the said Lot. Approval shall relate to the lot grading, drainage and landscaping as well as all other matters which the Owner proposes to install, construct or erect on the said Lot.
- c) The Owner COVENANTS AND AGREES to provide in accordance with the Site Plan to the satisfaction of and at no expense to the City, the following:
 - i) off-street granular parking facilities detailed in the Model Home Plan and access driveway;
 - ii) facilities for the lighting of the said Lot and the building or structure to be erected thereon;
 - iii) walls, fences, hedges, shrubs, and sod for the landscaping of the said Lot or for the protection of adjoining land;
 - iv) facilities for the construction, maintenance or improvement of water courses, ditches, and drainage works in connection with the development of the said Lot; and
 - v) grading and alteration in elevation or contour of the said Lot and provision for the disposal of storm, surface and waste water from the said Lot and from any building or structure to be erected, placed or constructed on the said Lot, to the satisfaction of the Director.
- d) The Owner COVENANTS AND AGREES that he or his agent/builder/contractor will complete at its sole risk and expense the facilities

and works referred to in Section 22.c) as well as those facilities and works referred to in the Site Plan.

e) The Owner COVENANTS AND AGREES that no building or structure or erection built, constructed or erected on any Lot as a model home shall be occupied, save and except that the building may be occupied for the sole purpose of an office to promote the sale of detached dwellings in the Plan of Subdivision as described in this Agreement.

23. TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD

All Agreements of Purchase and Sale for all Lots and Blocks governed by this Agreement shall provide notice that pupils who reside in this Subdivision and attend public elementary and/or secondary schools may be required to be transported to schools, and that, if transportation to schools is necessary, the pupils who reside in this Subdivision will meet the school bus on roads now in existence or at another designated place convenient to the Trillium Lakelands District School Board.

24. PETERBOROUGH VICTORIA NORTHUMBERLAND AND CLARINGTON CATHOLIC DISTRICT SCHOOL BOARD

All Agreements of Purchase and Sale for all Lots and Blocks governed by this Agreement shall provide notice that pupils who reside in this Subdivision and attend public elementary and/or secondary schools may be required to be transported to schools, and that, if transportation to schools is necessary, the pupils who reside in this Subdivision will meet the school bus on roads now in existence or at another designated place convenient to the Peterborough Victoria Northumberland and Clarington Catholic District School Board.

25. FIRE SERVICE DEPARTMENT REQUIREMENTS

a) The Owner AGREES to provide notification to any Purchaser/Grantee that no burning of brush or construction debris will be permitted without the prior written approval of the Fire Service Department, and further AGREES that it will itself comply with this policy.

b) The Owner and City AGREE that Building Permits will be restricted to provide for a fire break as follows:

1. Except as provided in Sentence 2, a firebreak shall be a single house lot, a semi-detached house block, a townhouse block or a parcel(s) of land no less than 9.1 metres (30 feet) in width that is vacant of all structures and buildings.
2. A firebreak may contain the following:
 - a. A completed foundation and first floor platform constructed under authority of a building permit, or
 - b. A building with a completed exposing building face including roofing, fascia, soffit, cladding, windows, doors and fire resistance

rating, where required.

3. A firebreak plan shall be submitted to the City of Kawartha Lakes for approval prior to the issuance of any building permits in the subdivision.
4. A firebreak shall be maintained free of all construction material, ground cover, equipment and debris.
5. In the case of single house lots and semi-detached house blocks, a firebreak shall be provided not more than every:
 - a. 6th single house lot, and
 - b. 3rd semi-detached house block.
6. Combinations of adjacent single house lots and semi-detached house blocks may be provided so as not to exceed 6 dwellings in a row without the occurrence of a firebreak.
7. A firebreak shall be provided immediately adjacent to each end of a townhouse block.
8. Requests to release approved fire break lots shall be in writing to the Chief Building Official.
9. As construction proceeds, the developer may submit a revised firebreak plan to the Chief Building Official for review and approval. The Chief Building Official has no obligation to approve a revised firebreak plan.
10. At the Chief Building Official's discretion, all matters with respect to fire breaks that are subject to the Chief Building Official's approval may also be referred to the Chief Fire Official.
11. Notwithstanding above, the City's Chief Fire Official and the Chief Building Official may amend these requirements or the firebreak plan to suit the site.

- c) The Owner further AGREES that street signs shall be erected that are painted and clearly legible as approved by the City, fastened securely to a post at least 2.1 metres above ground level at all street intersections and maintained until permanent signs are erected. These signs shall be erected upon completion of the road base and/or curbing.

26. BELL CANADA REQUIREMENTS

- a) Prior to the issuance of Building Permits, the Owner AGREES that Bell Canada shall confirm to the City, that satisfactory arrangements, financial and otherwise, have been made with Bell Canada for any Bell Canada facilities serving this Plan of Subdivision which are required to be installed underground.
- b) The Owner further AGREES to grant Bell Canada any easements that may be required for telecommunication services.
- c) The Owner further AGREES that if there are any conflicts with existing Bell Canada facilities or easements, the Owner shall be responsible for re-arrangements or relocation.

27. ENBRIDGE GAS DISTRIBUTION REQUIREMENTS

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The Owner shall grade all boulevards to final pre-topsoil subgrade prior to the installation of the gas lines, and provide the necessary field survey information required for the installation of the gas lines, all to the satisfaction of Enbridge Gas.

28. ARCHAEOLOGICAL FINDS

The Owner AGREES that it, or its agents, builders or contractors shall immediately cease work and notify the Ministry of Tourism, Culture and Sport, of any discovery of any archaeological resources, including but not limited to artifacts or burials, during development and housing construction.

The Owner further AGREES that if during construction any archaeological or cultural heritage resources (including human remains) are found, that all work shall cease and the Ministry of Tourism, Culture and Sport be notified and only commenced with the Ministry's concurrence.

29. STORMWATER MANAGEMENT

a) The Owner AGREES to implement the requirements incorporated in any reports submitted to Kawartha Region Conservation Authority and the City pertaining to:

- i) pre and post development run-off flows and water balance calculations, and the intended means of conveying stormwater flow from each Lot, Block and the entire proposed Plan of Subdivision;
- ii) the anticipated impact of the Plan of Subdivision on water quality and phosphorus control, as it relates to fish and fish habitat once adequate protective measures have been taken;
- iii) the means whereby erosion and sedimentation and their effects will be minimized on the site during and after construction;
- iv) the site soil conditions, including grain size distribution profiles;
- v) a site grading plan.

b) The Owner AGREES to erect and maintain all stormwater management and erosion and sedimentation control structures operating and in good repair during the construction period, in a manner satisfactory to Kawartha Region Conservation Authority and the City.

c) Prior to the execution of this Agreement, the Owner AGREES to confirm to the City that N/A Conservation Authority has reviewed and approved the stormwater management report and plan, erosion and sedimentation plan, and final Lot Grading Plans as required under this Section.

30. SEWER UPGRADES

a) UPGRADES TO EXISTING STORM SEWER

Specific requirements as applicable to the plan are to be inserted.

b) UPGRADES TO EXISTING SANITARY SEWER

Specific requirements as applicable to the plan are to be inserted.

31. OTHER UPGRADES

Specific requirements as applicable to the plan are to be inserted.

32. PARKLAND CONTRIBUTION OR CASH-IN-LIEU

The Owner and City acknowledge that the cash-in-lieu of the dedication of parkland previously paid and finalized through the registration of Phase 2 Development Agreement, Instrument Number KL64456, and was based on the entire Plan of Subdivision Plan 383.

33. SCHEDULES

The City and the Owner agree that the following Schedules shall form part of this Agreement:

- Schedule "A" – Description of Land (attached)
- Schedule "A-1" – Engineering Drawings (Complete Set & Electronic CD)
To be on file with the City of Kawartha Lakes
- Schedule "B" – Land for Municipal Purposes (attached)
- Schedule "B-1" – Plan of Easements
- Schedule "C" – Specifications and Standards (attached)
- Schedule "D" – Summary of Estimated Costs (attached)
- Schedule "E" – Lot Grading Plan (on file with City)
- Schedule "F" – Letter of Undertaking (attached)
- Schedule "G" – Special Warnings and Notices (attached)
- Schedule "H" – Composite Utility Plan (on file with the City)
-

34. LOCAL SERVICE AND LOCAL CONNECTION CHARGE WHERE MUNICIPAL URBAN SERVICES EXIST

The Owner acknowledges and confirms that all charges, payments, works to be constructed or installed, studies to be carried out and all other obligations contained in this Agreement or the cost thereof are characterized as:

- a) local services installed at the expense of the Owner within the Plan of Subdivision as a condition of the approval under Section 51 of the Planning Act;
- b) local connections to watermain, sanitary sewers and storm drainage facilities installed at the expense of the Owner; and are not related to development within the meaning of the Development Charges Act.

35. BUFFER AND FENCING REQUIREMENTS

If applicable, the Owner AGREES to install privacy and noise attenuation fencing in accordance with the requirements of Schedule "C", Section 12.

36. CANADA POST REQUIREMENTS

The Owner COVENANTS AND AGREES to provide the City with evidence that satisfactory arrangements, financial and otherwise, have been made with 20210408 Registered Plan 383 Development Agreement Springdale Gardens 3,4 **Page 23 of 50**

Canada Post Corporation for the installation of Community Mail Boxes (CMBs) as required by Canada Post Corporation and in accordance with the requirements of Schedule "C" Section 14 at the time of sidewalk and/or curb installation. The Owner further covenants and agrees to notify prospective purchasers of locations of CMBs in accordance with Schedule "G" Item 1l) and that home/business mail delivery will be provided via CMB, provided the Owner has paid for the activation and equipment installation of the CMBs.

37. MINISTRY OF TRANSPORTATION REQUIREMENTS

Not applicable.

38. MINISTRY OF NATURAL RESOURCES AND FORESTRY REQUIREMENTS

Not applicable.

39. MINISTRY OF THE ENVIRONMENT CONSERVATION AND PARKS

The Owner shall comply with all requirements of Ministry of the Environment Conservation and Parks **Environmental Compliance Approval Number 1053-A84PUX issued March 31, 2016**, as amended, for the sewers and stormwater management facilities.

40. SUBORDINATION

The Owner shall be required to provide the postponement or subordination of any existing mortgage or charge holder prior to the registration of this Agreement.

41. MISCELLANEOUS

a) Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words "at the expense of the Owner" unless the Agreement specifies otherwise.

b) The City and Owner AGREE that they shall perform all of their respective obligations under this Agreement in an expeditious manner, which obligations include those set out in the Schedules attached hereto.

c) In the event that a Court determines that any provision of this Agreement, including any provisions set out in the Schedules attached to this Agreement is void or unenforceable:

- i) such provision shall be deemed severed from the Agreement and the balance of the Agreement and its Schedules shall continue in full force and effect; and
- ii) the parties shall provide and perform such further assurances as are necessary to ensure the implementation of those provisions deemed severed.

d) The parties agree and acknowledge that the City has the authority and jurisdiction to enter into, perform and enforce the provisions of the Agreement, including its Schedules.

e) It is hereby agreed and declared that where in this Agreement the context or 20210408 Registered Plan 383 Development Agreement Springdale Gardens 3,4 **Page 24 of 50**

required, words in the singular include the plural, words in the plural include the singular, and words importing the masculine gender include the feminine and neutral gender.

42. REGISTRATION OF AGREEMENT

a) The Owner and the City hereby AGREE that this Agreement and the Schedules hereto shall be registered upon the title of the Land affected by this Agreement, such registration shall be at the expense of the Owner. The Owner acknowledges that the City, in addition to any other remedy it may have at law, shall also be entitled to enforce this Agreement in accordance with s. 442 of the *Municipal Act, 2001*.

b) In the event that the Plan of Subdivision has not been registered within one (1) year from the date of this Agreement, the City may, at its option, on one (1) month's notice to the Owner, declare this Agreement to be null and void, whereupon the Owner declares that he or she will not register the Plan of Subdivision or make any improvements upon the Land and the proposed Plan of Subdivision until a new Agreement has been executed by the parties.

43. IT IS DECLARED AND AGREED that this Agreement and the covenants, provisions, conditions and Schedules herein contained shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors or assigns of each of the parties hereto. "Owner" where used in this Agreement, and in addition to its accepted meaning, shall mean and include an individual, an association, a partnership, or an incorporated company, and wherever the singular is used herein, it shall be construed as including the plural.

IN WITNESS WHEREOF the Corporate Seal of the City and of the Owner is hereunto affixed under the hands of its proper officers in that behalf.

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

Andy Letham, MAYOR

Date

Cathie Ritchie, CITY CLERK

Date

Owner's Name:

Date

Title:

I have the authority to bind the Corporation.

SCHEDULE “A”

DESCRIPTION of the LAND

The Land affected by this Agreement is legally described as Registered Plan 383, Lots 61–68, 80-91, 94-116, 142-152 and Part of Lot 93, designated as Part 208, 57R-9054, Lamb Avenue, Lawson Avenue, Carew Boulevard, Burrows Court, Geographic Township of Ops, now in the City of Kawartha Lakes.

DRAFT

SCHEDULE “A-1”

ENGINEERING DRAWINGS

(Must include the complete drawing set in both hardcopy and digital formats)

The following drawings listed hereafter and prepared by the Engineer shall constitute part of this Agreement and are on file with the City and identified as forming Schedule A-1 by the signatures of the Owner and the City.

Consultant, Project Number, Drawing Titles and Numbers, and Dates to be inserted.

Commented [RP2]: Final list of drawings will be inserted

- Drawing No. _____: General Notes
- Drawing No. _____: General Above and Underground Services
- Drawing No. _____: Grading Control Plan
- Drawing No. _____: General Removals Plan
- Drawing No. _____: Storm Sewer Drainage Area Plan
- Drawing No. _____: Sanitary Sewer Drainage Area Plan
- Drawing No. _____: Details
- Drawing No. _____: Standard Details – OPSD
- Drawing No. _____: Plan and Profile – Street ‘A’
- Drawing No. _____: Plan and Profile – Storm Easement
- Drawing No. _____: Plan and Profile – Street ‘B’
- Drawing No. _____: Erosion and Sediment Control Plan
- Drawing No. _____: Erosion and Sediment Control Details
- Drawing No. _____: Construction Management Plan
- Drawing No. _____: Landscape & Streetscape Plans
- Drawing No. _____: Composite Utility Plan
- Drawing No. _____: Signage and Pavement Marking Plan
- Drawing No. _____: Landscape Plan
- Drawing No. _____: Landscape Plan Details

SCHEDULE “B”

LAND FOR MUNICIPAL PURPOSES

- 1. EASEMENTS FOR GENERAL MUNICIPAL PURPOSES**
Not applicable.
- 2. EASEMENTS FOR UTILITY PURPOSES**
The Owner shall grant such easements as may be required for utility purposes to the appropriate authority.
- 3. PUBLIC HIGHWAYS**
The streets to be constructed in this development named, Lamb Avenue, Lawson Avenue, Carew Boulevard, Burrows Court, shall be dedicated to the City of Kawartha Lakes for public highway purposes at no cost to the City and free of all liens and encumbrances.
- 4. 0.3 METRE RESERVES**
Not applicable.
- 5. STORMWATER MANAGEMENT FACILITIES**
The Owner shall construct the stormwater management facilities for the Plan of Subdivision within Lamb Avenue, Lawson Avenue, Carew Boulevard, Burrows Court, right of ways of Plan xxx- _____
- 6. PARKLAND**
Not applicable.

SCHEDULE “B-1”

PLAN OF EASEMENTS

Page 1 of 2

Attach to Agreement

DRAFT

SCHEDULE "C"

SPECIFICATIONS AND STANDARDS

1. General

Public Services shall be constructed in accordance with the specifications and standards of the City of Kawartha Lakes as amended from time to time and the most recent editions of the Ontario Provincial Standard Specifications and Ontario Provincial Standard Drawings adopted as specifications and standards of the City of Kawartha Lakes.

2. Roadways

Roadways shall be designed in accordance with design data and criteria of the Ministry of Transportation as revised from time to time.

Roadways shall be constructed in the locations and to the widths and grades indicated within Schedules "A-1" and "E" and set out in Schedule "D" attached hereto.

- i) Excavation
- ii) Grading
- iii) Subgrade compacted to 95% standard proctor density;
- iv) 300mm minimum compacted depth of Granular "B", Type II;
- v) 150mm minimum compacted depth of crushed gravel, Granular "A";
- vi) Subdrains
- vii) Boulevards
- viii) Hot Mix Asphalt Pavement: 50 mm compacted depth of hot-mix, hot laid base course asphalt, HL-8 course mix and 40 mm compacted depth of hot-mix, hot laid base course asphalt, HL-4. The thickness of asphalt shall represent compacted depths.

The Owner shall, maintain the roadways in a usable condition for vehicular traffic until such time as the roadways have been assumed by the City. The Owner shall repair the roadway within twenty-four (24) hours of receiving notice, or of the Engineer receiving notice to do so from the Director.

Immediately prior to the construction of the final gravel course and the surface treatment, the previously constructed gravel course shall be inspected by the Director and where, in the opinion of the Director, the surface has become contaminated, the Owner shall remove all such contaminated areas and replace with acceptable material, all at no cost to the City.

3. Curbs and Gutters and Sidewalks

Concrete curb and gutter shall be constructed in accordance with the OPSS - 353. Curb and gutter shall be constructed on both sides of all streets. The type of curb and gutter to be installed shall be as follows:

- i) Concrete barrier curb shall be constructed in accordance with OPSD 600.040 as determined by the City.
- ii) Curb and gutter terminations shall be constructed in accordance with the OPSD 608.010.
- iii) Sidewalks shall be constructed in all locations as indicated within the site set out in Schedule "D" attached hereto and in accordance with OPSS - 351.
- iv) Ramps shall be constructed at all intersecting streets and where public walkways intersect a street.

4. Watermains

Watermains, including valves, valve boxes, hydrants etc. shall be installed in accordance with the Ministry of the Environment's *Design Guidelines for Drinking-Water Systems* to which the Form 1 was subject and in the location indicated on Schedule "A-1" and shall be of such size as required by the Director as set out in Schedule "D" hereto.

5. Sanitary Sewers

a) Sanitary sewers of a size approved by the Director shall be installed on all streets and easements, etc., as required to adequately service the Plan and adjacent contributory areas. Sewers shall be installed complete with manholes and connected to an adequate outlet as indicated on engineering plans prepared by the Engineer and approved by the City as indicated in Schedule "A-1" and set out on Schedule "D" attached hereto.

b) Sanitary sewer pipe shall be a minimum nominal diameter of 200mm and shall be manufactured of one of the following materials:

- i) P.V.C. plastic meeting the requirements of A.S.T.M. designation D3034, CSA Standard B182.4 and having an S.D.R. of 35 maximum.
- ii) A.B.S. composite wall (Truss Pipe) as manufactured by Armco Canada Limited or an approved equal meeting the requirements A.S.T.M. designation D2680.
- iii) Polyethylene meeting the requirements of A.S.T.M. designation D1248.

c) Unless otherwise specified, sewer pipe shall be laid in a Class "B" bedding consisting of approved crushed granular material mechanically compacted to a minimum Proctor Density of 95% in 150mm layers under the pipe to a depth of one-third (1/3) the outside diameter, such depth being a minimum of 150mm and a maximum of 300mm (200mm in rock). Like material shall be placed in 150mm layers, similarly compacted, on both sides of the pipe and to a depth of 300mm above the pipe, to the full width of the trench, which, at the top of the pipe, shall not exceed 600mm plus the outside diameter of the pipe. Where conditions warrant, the bedding material under the pipe and alongside the pipe up to the spring-line of the pipe shall be open graded 19mm crushed rock.

d) Upon completion of base asphalt all sanitary manholes shall be fixed with a Manhole Inflow Dish/Cover manufactured by Cretex Specialty Products or approved equivalent made of High Density Polyethylene (HDPE) Copolymer meeting the requirements of ASTM D-1248 Class A, Category 5, Type III. All Manhole Inflow Dishes shall come with a manufactured strap for removal and an appropriate valve for venting gas and relieving vacuum pressure. Manhole Inflow Dishes shall remain in place and in a proper state of repair until final assumption of the subdivision.

6. Storm Sewers

Storm sewers, including manholes, catch basins and connections shall be installed in the locations and of such sizes as indicated within the Land on Schedule “A-1” of engineering plans prepared by the Engineer and approved by the City and set out on Schedule “D” attached hereto. Storm sewers shall be designed in accordance with current design data of the Municipal Works Department and shall properly drain the Land on the said Plan and accommodate the drainage from abutting land and runoff from the roofs of buildings erected in the said Plan as indicated on Schedule “A-1” attached hereto and shall be constructed to an adequate outlet.

Storm sewer pipe shall be PVC or concrete with rubber gasket joints. Bedding shall be Class “B” unless otherwise stipulated, consisting of approved crushed granular material mechanically compacted to a minimum Proctor Density of 95% in 150mm layers under the pipe to a depth of one-third (1/3) the outside diameter, such depth being a minimum of 150mm and maximum of 300mm. Like material shall be placed in 150mm layers, mechanically compacted, on both sides of the pipe and to a depth of 300mm above the pipe, to the full width of trench, which, at the top of pipe, shall not exceed 600mm plus the outside diameter of the pipe.

7. Stormwater Management Facility

The Owner AGREES to implement any and all of the works identified in the Stormwater Management Report that details methods to be used to ensure storm water quality controls in accordance with the Ministry of Environment ‘Stormwater Management Planning and Design Manual’ (2003), including all water balance, water quality control, water quantity control, sediment and erosion control, and phosphorus control to the satisfaction of the City and _____ Conservation Authority.

8. Service Connections

Water services for residential properties, as prepared by the Engineer and approved by the City as set out in Schedule “D” attached hereto, shall be installed by the Owner and shall conform to the following specifications and in accordance with the City Guidelines:

a) **Water Service Connections:**

Water services shall not be less than 20mm internal diameter and shall be installed to the standards of the Ministry of the Environment's *Design Guidelines for Drinking-Water Systems* to which the Certificate of Approval was subject. Service boxes shall be marked by 2 x 4 markers of a minimum length of 1.5m buried to 50% of their length beside said service boxes and have that portion remaining above ground painted fluorescent blue.

b) **Sanitary Sewer Service Connections:**

i) **Material:**

Pipe: P.V.C. plastic or A.B.S. solid wall plastic meeting the requirements of C.S.A. Standard B182.1 and having an S.D.R. of less than 29. The internal diameter shall be not less than 100mm.

Saddles: Cast iron, strap-on type or plastic, solvent-type compatible with the type of pipe being used and complete with stainless steel straps. Alternatively, manufactured tee branches may be used.

Plugs: Metal, compression type or mechanical expansion type providing a leak-proof seal. Caps shall not be used without the prior written approval of the Director.

ii) **Installation:**

Sanitary sewer services shall be laid with a minimum fall of two (2) percent from property line to main sewer and shall be connected to the main sewer above the flow line by means of a water-tight saddle or a manufactured tee and long bend. All sewer services shall be installed on a line perpendicular to the main sewer. Holes to be made in the main sewer to receive saddles shall be made using a drilling machine specifically designed and manufactured for that purpose.

Sewer service pipe shall be bedded in approved crushed granular material compacted to a depth of 150mm below the pipe and to a height of 300mm above the pipe and to the full width of the trench. All services shall be terminated with a collar and water-tight plug.

iii) **General:**

The Owner shall supply the Director, prior to the service connections being assumed by the City, with a list of the locations of sewer service connections at the main sewer and at the street line along with the depths of such connections at the street line.

Such locations shall be listed against Lot numbers to which they apply. Connections at the main sewer shall be measured from the nearest downstream manhole and locations at the street line from the nearest lot corner. All such horizontal measurements shall be to the nearest 100mm.

The location of all sanitary sewer connections shall be marked at the street line with a 2 x 4 marker of sufficient length to extend from the end of the pipe vertically to a minimum of one metre above ground. The portion above

ground shall be painted fluorescent green and marked “SAN” in black lettering.

c) **Storm Sewer Service Connections:**

i) **Material:**

Pipe: P.V.C. plastic or A.B.S. solid wall plastic meeting the requirements of C.S.A. Standard B182.1 and having an S.D.R. of less than 29. The internal diameter shall be not less than -150mmø -.

Saddles: Cast iron, strap-on type or plastic, solvent-type compatible with the type of pipe being used and complete with stainless steel straps. Alternatively, manufactured tee branches may be used.

Plugs: Metal, compression type or mechanical expansion type providing a leak-proof seal. Caps shall not be used without the prior written approval of the Director.

Sump

Pumps: All dwellings constructed in the Plan of Subdivision shall be equipped with a sump pump for foundation drainage. Shop drawings of the sump pump including details of the sump pit complete with check valve and the location of the outlet shall be submitted to the City.

ii) **Installation:**

Storm sewer services shall be laid with a minimum fall of one (1) percent from property line to main sewer and shall be connected to the main sewer above the flow line by means of a water-tight saddle or a manufactured tee and long bend. All sewer services shall be installed on a line perpendicular to the main sewer. Holes to be made in the main sewer to receive saddles shall be made using a drilling machine specifically designed and manufactured for that purpose.

Sewer service pipe shall be bedded in approved ¾” stone material compacted to a depth of 150mm below the pipe and Granular “A” to a height of 300mm above the pipe and to the full width of the trench. All services shall be terminated with a collar and water-tight plug.

The Parties AGREE that until a check valve and sump pump system has been installed in the basement of each dwelling in accordance with the approved shop drawings to the satisfaction of the City, so as to ensure that the building is protected from the potential harmful surcharging of the storm sewer system.

i) **General:**

The Owner shall supply the Director, prior to the storm service connections being assumed by the City, with a list of the locations of storm sewer service connections at the main sewer and at the street line along with the depths of such connections at the street line. Such locations shall be listed against Lot numbers to which they apply. Connections at the main sewer shall be measured from the nearest downstream manhole and locations at the street line from the nearest lot corner. All such horizontal measurements shall be to the nearest 100mm.

The locations of all storm sewer connections shall be marked at the
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street line with a 2 x 4 marker of sufficient length to extend from the end of the pipe vertically to a minimum of one metre above ground. The portion above ground shall be painted fluorescent green and marked “ST” in black lettering.

9. Street Lighting and Electrical Distribution

The Owner shall be responsible for the supply and installation of all street lighting poles, luminaries, brackets, wiring and controls, etc. Equipment and installation shall meet the standards of the City, as revised from time to time. Wiring shall be done to the standards required by Hydro One Networks Inc. and all expenses incurred by Hydro One Networks Inc. and the City for inspection of the street lighting works and the connection of the street lighting works into Hydro One Networks Inc. electrical system shall be borne by the Owner.

Prior to energization of the street light and electrical distribution system the Owner shall contact the Electrical Safety Authority (hereinafter referred to as “ESA”) at 1-800-305-7383 and schedule the inspection of the street light and electrical distribution system works, arrange for a copy of the ESA’s “Connection Authorization” to be forwarded to the Director and arrange for Hydro One Networks Inc. to provide the Director with 48 hours notification of their intent to energize the street light and electrical distribution system.

The Owner shall ensure that no shrubs or trees are planted closer than one (1) metre from the three sides of any hydro transformer and not within two (2) metres of any door opening to said transformer.

10. Pedestrian/Cycling Trail
Specifics related to the plan must be inserted.

11. Parkland
Not applicable.

12. Buffering and Fencing Requirements
Specifics related to the plan must be inserted and referenced in the engineering design drawings.

Commented [RP3]: Engage to confirm and insert

13. Walkway
Not applicable.

14. Canada Post Requirements
The Owner shall be responsible for the supply and installation of Community Mail Boxes (CBMs) within the Plan of Subdivision to the satisfaction of the City and Canada Post in accordance with the following requirements:

- a) The Owner shall meet all financial obligations for the placement of Canada Post infrastructure.
- b) The Owner shall provide, at the Owner’s expense, curb depressions at the Community Mailbox location two (2) metres in width and no higher than 25mm.
- c) The Owner shall provide, at the Owner’s expense, a paved lay-by at the

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Community Mailbox location when required by the municipality.

- d) If a grassed boulevard is planned between the curb and the sidewalk where the Community Mailbox is located, the Owner shall install at the Owner's expense, a walkway across the boulevard one (1.0) metre in width and constructed of a material suitable to the City. In addition, the Owner shall ensure that this walkway is accessible by providing a curb depression between the street and the walkway. The depression shall be one (1.0) metre wide and no higher than 25mm.
- e) Canada Post must be contacted prior to implementation for the approval of proposed mailbox locations.
- f) The Owner shall inform all prospective purchasers, through a clause in all Agreements of Purchase and Sale, as to those lots identified for potential Community Mail Box, mini-park and /or locations.

15. House Numbers

All house numbers and street addresses within the Plan of Subdivision shall be allocated by the Chief Building Official. A table listing the approved street addresses is provided in Section 21 of Schedule "C". It shall be the responsibility of the Owner to furnish the subsequent purchaser of each Lot and Block with the correct house number and street address.

16. Street Signs

All signage and appurtenances shall be installed in accordance with City standards in the location shown on the approved Engineering Drawings as listed in Schedule "A-1" and as outlined in Schedule "D". Signage shall include street name signs, regulatory signs, and warning signs, including signs confirming the roads are not assumed by the City. All signage shall be maintained by the Owner until the assumption by-law for the roadways is passed by the City.

17. Driveway Entrances

Driveway entrances for each building Lot must be paved between the curb and sidewalk or between the curb and the street line where no sidewalk exists or will exist. The minimum acceptable depths of granular and asphalt will be as follows:

- Granular "A" – 150mm (minimum)
- Surface Hot Mix Asphalt, H.L.-3 or H.L.-3A – 50mm compacted depth (minimum).

Cut-down curbing for driveway entrances for each Lot shall be as shown on Schedule "A-1" hereto and shall be on the side of the Lot remote from the water service. In no case shall a driveway or driveway entrance be sited over a water service or a hydro service.

The location of any house or building on any Lot is set by the driveway entrance location and width noted on Schedule "A-1" hereto. In order that the house or building be sited in any other manner, the Owner or the builder shall

have received a waiver from each of the utility companies that might be affected in any way by such change in siting and shall have agreed with the City to pay all costs suffered by the City or the affected utility companies as a result of such change in siting.

18. Boulevards

All boulevards (i.e. all areas between the property line and gravel shoulder and/or curb, if applicable) which are not utilized for sidewalk or driveways shall be properly graded and covered with a minimum of 150mm of topsoil and nursery sod prior to the placement of top course asphalt. Street tree planting shall be in accordance with the Streetscape Plan and shall be completed as each phase is at final grade with sidewalk and sod in place. The boulevard must be completed prior to street trees being planted.

19. Construction Plans

All Public Services required under this Agreement shall be constructed in strict accordance with Construction Plans approved by the Director. No deviation in line, grade, or location of any service shall be made without the prior written approval of the Director.

Prior to the start of construction of any of the Public Services required by this Agreement, the Owner shall supply the Director with a complete set of approved construction drawings in standard hardcopy and digital formats.

20. Camera Inspection of Sewers

All sewers shall be video inspected in accordance with the requirements of OPSS – 409 by a qualified pipeline inspection company approved by the Director. The inspection company’s written report, including the photographs and/or videos shall be reviewed by the Owner’s Engineer for the purpose of developing proposed corrective action plans for observed defects or deficiencies with the sewer installation. The inspection company’s written report, including the photographs and/or videos and the Owner’s Engineer’s corrective action plans, if any, shall be submitted to the Director for review and approval prior to commencement of the corrective measures. All completed corrective measures shall be video inspected and approved by the Director prior to assumption of the sewers by the City.

21. Addressing

It shall be the responsibility of the Owner to furnish the subsequent purchaser of each Lot with the correct address. The Lots and Blocks in the Plan of Subdivision will have the addressing as shown below:

Lot # / Block on Reference Plan 57R-9054	Address
Part 1 (Lot 1)	1 Burrows Court
Parts 2 & 3 (Lot 2)	3 Burrows Court
Parts 5 & 7 (Lot 3)	5 Burrows Court

Lot # / Block on Reference Plan 57R-9054	Address
Part 9 (Lot 4)	7 Burrows Court
Part 11 (Lot 5)	9 Burrows Court
Parts 13 & 15 (Lot 6)	10 Burrows Court
Parts 17 & 19 (Lot 7)	8 Burrows Court
Parts 21 & 23 (Lot 8)	6 Burrows Court
Parts 25 & 27 (Lot 9)	4 Burrows Court
Part 28 (Lot 10)	2 Burrows Court
Part 59 (Lot 11)	3 Carew Boulevard
Parts 60 & 61 (Lot 12)	5 Carew Boulevard
Parts 62 & 63 (Lot 13)	7 Carew Boulevard
Parts 64 & 65 (Lot 14)	9 Carew Boulevard
Parts 66 & 67 (Lot 15)	11 Carew Boulevard
Part 68 (Lot 16)	13 Carew Boulevard
Parts 69 & 70 (Lot 17)	15 Carew Boulevard
Parts 71 & 72 (Lot 18)	17 Carew Boulevard
Parts 73 & 74 (Lot 19)	19 Carew Boulevard
Part 75 (Lot 20)	21 Carew Boulevard
Parts 76 & 77 (Lot 21)	23 Carew Boulevard
Parts 78 & 79 (Lot 22)	25 Carew Boulevard
Parts 80 & 81 (Lot 23)	27 Carew Boulevard
Part 82 (Lot 24)	29 Carew Boulevard
Parts 83 & 84 (Lot 25)	31 Carew Boulevard
Parts 85 & 86 (Lot 26)	33 Carew Boulevard
Part 87 (Lot 27)	35 Carew Boulevard
Parts 88 & 89 (Lot 28)	37 Carew Boulevard
Parts 90 & 91 (Lot 29)	39 Carew Boulevard
Parts 92 & 93 (Lot 30)	41 Carew Boulevard
Part 94 (Lot 31)	43 Carew Boulevard
Parts 95 & 96 (Lot 32)	45 Carew Boulevard
Parts 97 & 98 (Lot 33)	47 Carew Boulevard
Parts 99 & 100 (Lot 34)	49 Carew Boulevard
Part 101 (Lot 35)	51 Carew Boulevard
Parts 102 & 103 (Lot 36)	53 Carew Boulevard
Parts 104 & 105 (Lot 37)	55 Carew Boulevard
Parts 106 & 107 (Lot 38)	57 Carew Boulevard
Parts 108 & 109 (Lot 39)	59 Carew Boulevard
Part 110 (Lot 40)	61 Carew Boulevard
Part 111 (Lot 41)	58 Carew Boulevard
Parts 112 & 113 (Lot 42)	56 Carew Boulevard
Parts 114 & 115 (Lot 43)	54 Carew Boulevard
Parts 116 & 117 (Lot 44)	52 Carew Boulevard
Parts 118 & 119 (Lot 45)	50 Carew Boulevard
Part 120 (Lot 46)	48 Carew Boulevard
Parts 121 & 122 (Lot 47)	46 Carew Boulevard
Parts 123 & 124 (Lot 48)	44 Carew Boulevard
Parts 125, 128, 131 & 133 (Lot 49)	42 Carew Boulevard
Part 126 (Lot 50)	12 Lawson Avenue
Parts 127 & 129 (Lot 51)	10 Lawson Avenue
Parts 130 & 132 (Lot 52)	8 Lawson Avenue

Lot # / Block on Reference Plan 57R-9054	Address
Parts 134 & 135 (Lot 53)	6 Lawson Avenue
Part 136 (Lot 54)	4 Lawson Avenue
Part 29 (Lot 55)	3 Lawson Avenue
Parts 30 & 31 (Lot 56)	5 Lawson Avenue
Parts 32 & 34 (Lot 57)	7 Lawson Avenue
Parts 35 & 37 (Lot 58)	9 Lawson Avenue
Part 38 (Lot 59)	11 Lawson Avenue
Parts 33, 36, 39 & 40 (Lot 60)	28 Carew Boulevard
Parts 41 & 42 (Lot 61)	26 Carew Boulevard
Parts 43 & 44 (Lot 62)	24 Carew Boulevard
Part 45 (Lot 63)	22 Carew Boulevard
Parts 46 & 47 (Lot 64)	20 Carew Boulevard
Parts 48 & 49 (Lot 65)	18 Carew Boulevard
Part 50 (Lot 66)	16 Carew Boulevard
Parts 51 & 52 (Lot 67)	14 Carew Boulevard
Parts 53 & 54 (Lot 68)	12 Carew Boulevard
Parts 55 & 56 (Lot 69)	10 Carew Boulevard
Part 57 (Lot 70)	8 Carew Boulevard
Part 58 (Lot 71)	14 Lamb Avenue

22. Requirement for Blasting

Blasting is required for the installation of servicing and shall be completed as per the Blasting Design Review, prepared by Oza Inspections Limited, dated December 23, 2020.

23. Dumping of Fill or Debris

The Owner AGREES to neither store nor dump, nor permit to be stored nor dumped, any fill, debris, refuse nor other material, nor to remove nor permit to be removed, any topsoil nor fill from any Land presently owned by or to be conveyed to the City without the written consent of the Director.

24. Disposal of Construction Garbage

The Owner AGREES to manage the disposal of all construction garbage and debris from the Land in an orderly and sanitary fashion, at the expense of the Owner.

25. Qualitative and Quantitative Tests

The Owner AGREES that the Director may have qualitative and quantitative tests made of any materials or equipment installed or proposed to be installed on public land. The costs of such tests shall be paid by the Owner.

26. Maintenance, Closing and Use of External Roads

The Owner shall, at all times during the term of this Agreement, ensure that all public roads abutting the Land and all public roads used for access to the Land, during any construction on the Land, shall be maintained in a condition equal to that now existing and to the approval of the Director. If damaged, the

Owner AGREES to restore immediately, at his expense, such road to a condition equal to that existing at the time of such damage and to the approval of the Director.

The Owner AGREES that no public road shall be closed without the prior written approval of the authority having jurisdiction over such public road.

The Owner AGREES not to use or occupy any untraveled portion of any public road allowance without the prior written approval of the authority having jurisdiction over such public road allowance.

The Owner AGREES that all trucks making delivery to, or taking materials from, the Land shall be covered or loaded so as not to scatter such materials on any public road.

In the event that any mud, dust, refuse, rubbish and/or other litter of any type resulting from the development of the Land is found upon highways outside of the Land, the Owner shall clean up same to the satisfaction of the Director within twenty-four (24) hours of the Director giving notice to the Owner or his agent. If the Owner has not caused same to be cleaned up within twenty-four (24) hours as aforesaid, it is agreed that the Director may, at its sole option, carry out the required clean-up work at the Owner's expense plus thirty percent (30%) of the total cost thereof for inconvenience caused to the City.

The Owner AGREES that all construction vehicles going to and from the Land shall use routes, if any, designated by the Director.

SCHEDULE “D”
SUMMARY OF ESTIMATED COSTS
Insert signed and stamped Cost Estimate spreadsheet

Commented [RP4]: Final Schedule D Cost Estimate will be inserted

DRAFT

SUMMARY OF ESTIMATED COSTS (continued)

In accordance with Section 9. - Financial Arrangements, the Owner shall pay the Engineering Fee for the post-draft-plan approval development of the subdivision in the amount of 3.7% of the estimated construction value of the Public Services created relative to the subdivision as set out above (exclusive of H.S.T.) As per the Sub-Total cost of all works prior to H.S.T., in accordance with By-law 2007-132, the fee is \$_____. The initial payment of \$ 60,576.78, which was comprised of 75% of the fee based on the estimated construction value of \$_____ per unit, was submitted on July 23, 2020. Therefore the remainder fee owed is \$_____

Commented [RP5]: To be confirmed by final Sched. D Cost Estimate

SCHEDULE “E”

LOT GRADING PLAN

**The Lot Grading Plans are included in the plans listed in Schedule “A-1”
and are on file with the City.**

DRAFT

SCHEDULE “F”

LETTER OF UNDERTAKING BETWEEN OWNER AND ENGINEER

Commented [RP6]: Burcar and Engage to provide

DRAFT

SCHEDULE "G"

SPECIAL WARNINGS AND NOTICES

1. General

The Owner shall ensure that the following Special Warnings and Notices are included in all Agreements of Purchase and Sale for the Lots and Blocks noted below and further that said Agreements shall require all subsequent Agreements of Purchase and Sale to contain same. The Owner undertakes to deliver forthwith to all prospective purchasers who have executed Agreements of Purchase and Sale notices in substantially the same form as below and further to use his best efforts to obtain acknowledgements executed by the said prospective purchasers on or before sale or transfer of any Lot to the purchaser. All Agreements of Purchase and Sale shall include information which satisfies Subsection 59(4) of the Development Charges Act (1997). In addition, prospective purchasers of Lots are also hereby warned as follows:

a) **Warning – Stormwater Management Facilities**

Not applicable.

b) **Warning – Sump Pump and Check Valves**

The Purchaser/Grantee acknowledges that their dwelling contains a sump pump and check valve that discharges into a storm sewer service. The Purchaser/Grantee acknowledges and agrees that revising, modifying or failure to maintain these facilities will increase the risk of flooding of the basement. For further information contact:

City of Kawartha Lakes
Building Division
180 Kent Street West
Lindsay, Ontario, K9V 2Y6

c) **Warning - Occupancy**

Occupancy of any dwelling within this Subdivision is illegal unless an Occupancy Inspection has been conducted and an occupancy permit has been issued by the Chief Building Official or by a Building Inspector employed by the City. For further information contact:

City of Kawartha Lakes
Building Division
180 Kent Street West
Lindsay, Ontario, K9V 2Y6

d) **Warning - Development Charges**

Purchasers should be aware that this Plan of Subdivision is subject to the provisions of the Development Charges Act, as amended and By-law No. 2019-184 as amended and Council Policy CP2019-005.

Development Charge payments in respect of each dwelling unit approved under this Agreement are due upon **Building Permit** of the dwelling unit. Development Charges are subject to increase prior to their payment.

Purchasers should also be aware that, in the absence of an applicable deferral of Development Charges, the City may refuse the issuance of Building Permits for any dwelling unit for which the Development Charge has not been paid. In addition, the City may add unpaid Development Charges to the tax roll for the property and may collect such amounts as taxes.

e) **Notice – Parkland and Recreation Area**

The Purchaser/Grantee acknowledges that the Land within Blocks J and H, Plan 383 is owned by the City for parkland.

f) **Notice - Future Development - Surrounding**

The Purchaser should be aware that surrounding land to the Plan of Subdivision may be rezoned to allow for future development.

g) **Notice – Rear Lot Catch Basins and Swales**

The Owners of any Lot or Block which has a drainage swale or swales, a catch basin, or any other drainage works (hereinafter called "works") located thereon shall be solely responsible for the ordinary and proper operation of the works and shall be solely responsible for any and all damages or injuries which may arise from the negligent failure to do so.

The Purchaser/Grantee acknowledges that rear and side yard drainage swales cannot be altered save and except at the direction of the City. The Purchaser/Grantee acknowledges that side or rear yard Lot swales, and/or rear yard catch basins and/or associated storm sewer connections will exist on their Lot and will accept drainage from swales on adjacent Lots.

The Purchaser/Grantee of Lots ____ to ____, both inclusive, and Block ____ on Schedule “A-1” acknowledge that a rear yard catch basin and associated storm sewer connection will exist on his or her Lot.

Commented [RP7]: Engage to confirm and insert

h) **Notice – Fencing**

The Purchaser/Grantee acknowledges that he or she is aware that on Lots _____, both inclusive, an acoustic fence shall be installed and a black vinyl chain link fence shall be installed

_____ inclusive on Schedule

“A The City will own the fence upon assumption of the subdivision. No encroachment or access is permitted on the adjacent lands, beyond the fence delineation. _____

Commented [RP8]: Engage to confirm and insert

i) **Warning - Assumption of Municipal Services**

The Purchaser/Grantee is hereby advised that a considerable period of time may elapse before the municipal services are eligible for assumption

under Municipal By-law. The Purchaser/Grantee is further advised that until Assumption of the Subdivision, the Owner is responsible for the maintenance of all Municipal Works that would otherwise be the responsibility of the City.

j) **Warning - Lot Grading and Landscaping**

The Purchaser/Grantee is hereby advised that construction of above and below ground pools, landscaping, construction of fencing, sheds and other structures, including decks, etc., will not be permitted until an Occupancy Inspection has been conducted by the City, and the subdivision lot grading has been certified by the Engineer and accepted by the City. The Purchaser/Grantee will be wholly responsible for the removal and any costs associated with removing any of the above listed construction activities.

k) **Warning - Agricultural Land**

The Purchaser/Grantee of any Lot or Block acknowledges that he or she is aware of the existence of farming operations nearby and will not object, complain or seek legal action against such nuisances as noise and odour resulting from normal farming practices.

l) **Warning – Mailbox Locations**

The Purchaser/Grantee of any Lot or Block is advised that the mail will be delivered to community mailboxes within the Plan of Subdivision. The location of the community mailboxes and/or mini-park(s) is subject to the approval of Canada Post and the City. A community mailbox will be located , in accordance with the Composite Utility Plan.

Commented [RP9]: Engage to confirm and insert based on CUP

- m) **Warning - Parking on Internal Streets**
The Purchaser/Grantee of any Lot or Block is advised that all Lots and Blocks, and all streets in the Subdivision will be subject to the Municipal By-laws. *Inter alia*, the Municipal By-laws may limit the time parked on Municipal streets.
- n) **Warning – Tree Preservation Zone**
Specifics to the plan are to be inserted and included on the landscape plan
- o) **Warning – Acoustic Barriers**
Specifics to the plan are to be inserted and included in the engineering design drawings and Schedule “D” engineering design cost estimate.
- p) **Warning – Hydrogeological Report**
Specifics to the plan are to be inserted and incorporated into the engineering design.
- q) **Warning – Streetlights**
Specifics to the plan are to be inserted if rural development is proposed with no streetlights.
- r) **Warning – Driveway Widths**
The Purchaser/Grantee of any Lot or Block is advised that driveway widths are set by the entrance location and dimensions noted on Schedule A-1 of the subdivision agreement. The Purchaser/Grantee of any Lot or Block is further advised that the driveway widths are a component of the overall engineering design, servicing plan, and stormwater management plan. The Purchaser/Grantee will be wholly responsible for reinstating the approved driveway width if any changes are made and not approved in advance by the City of Kawartha Lakes.
- s) **Warning – Boulevard**
The Purchaser/Grantee of any Lot or Block is advised that the area of land lying between the travelled portion of the road and the property limit of the road allowance is municipal property known as the Boulevard, within the City's jurisdiction and control. The Purchaser/Grantee of any Lot or Block is advised they are responsible for the maintenance of grass on any portion of the Boulevard abutting their property. The Boulevard shall be kept clean and clear and cannot be altered without express written permission from the City.

t) **Warning - Municipal Ditches**
The Purchaser/Grantee of any lot is advised and acknowledges that storm ponding may occur in the municipal ditches.

u) **Warning – Good Housekeeping Practices**
The Purchaser/Grantee of any Lot or Block is encouraged to positively impact water quality by minimizing any use of or application of lawn fertilizers, pesticides, car fluid recycling, car washing detergents, pet wastes, and littering near all storm infrastructure.

v) **Warning – Noise By-Law**
The Purchaser/Grantee of any Lot or Block is advised of By-Law 2019-124,, a By-Law to Regulate Noise in the City of Kawartha Lakes, and that construction activities within the subdivision may be subject to regulation and/or restrictions thereunder.

w) **Warning Clause – Infiltration Trenches**
The Purchaser/Grantee acknowledges that an individual infiltration trench is to be constructed on residential Lots ____ to ____, both inclusive, as part of the overall Stormwater Management Plan for the subdivision. The infiltration trenches will receive stormwater runoff from the roof of the residential building by connecting the eavestrough roof leader as per the accepted engineering drawings provided by _____. The connection to the infiltration trench is to remain as a permanent connection to ensure the functionality of the subdivision's overall Stormwater Management Plan. The Purchaser/Grantee acknowledges that surface ponding has been utilized as part of this design, including an emergency overflow to swales. The Purchaser/Grantee acknowledges they have received the report Soakaway Pit and Infiltration Operations and Maintenance Manual, prepared by _____ Engineering, dated _____ 2021, and the Purchaser/Grantee is responsible for the operations and maintenance of the infiltration trench.

Commented [RP10]: Engage to confirm and insert

SCHEDULE “H”
COMPOSITE UTILITY PLAN

Consultant, Project Number, Drawing Title and Number, and Date to be inserted.

Commented [RP11]: Engage to insert

DRAFT

The Corporation of the City of Kawartha Lakes
By-Law 2021 -

**A By-law To Temporarily Suspend The Application of Subsection 50(5)
of the Planning Act For Certain Properties Within Kawartha Lakes**

**PIN # 63205-0540 (LT), PIN # 63205-0541 (LT), PIN # 63205-0865 (LT),
PIN # 63205-0543 (LT), PIN # 63205-0866 (LT), PIN # 63205-0545 (LT),
PIN # 63205-0546 (LT), PIN # 63205-0547 (LT), PIN # 63205-0570 (LT),
PIN # 63205-0571 (LT), PIN # 63205-0572 (LT), PIN # 63205-0573 (LT),
PIN # 63205-0574 (LT), PIN # 63205-0575 (LT), PIN # 63205-0576 (LT),
PIN # 63205-0577 (LT), PIN # 63205-0578 (LT), PIN # 63205-0579 (LT),
PIN # 63205-0580 (LT), PIN # 63205-0581 (LT), PIN # 63205-0582 (LT),
PIN # 63205-0583 (LT), PIN # 63205-0584 (LT), PIN # 63205-0585 (LT),
PIN # 63205-0586 (LT), PIN # 63205-0587 (LT), PIN # 63205-0588 (LT),
PIN # 63205-0589 (LT), PIN # 63205-0590 (LT), PIN # 63205-0591 (LT),
PIN # 63205-0592 (LT), PIN # 63205-0618 (LT), PIN # 63205-0619 (LT),
PIN # 63205-0620 (LT), PIN # 63205-0621 (LT), PIN # 63205-0622 (LT),
PIN # 63205-0623 (LT), PIN # 63205-0624 (LT), PIN # 63205-0625 (LT),
PIN # 63205-0626 (LT), PIN # 63205-0627 (LT), PIN # 63205-0628 (LT),
PIN # 63205-0558 (LT), PIN # 63205-0559 (LT), PIN # 63205-0560 (LT),
PIN # 63205-0561 (LT), PIN # 63205-0562 (LT), PIN # 63205-0563 (LT),
PIN # 63205-0564 (LT), PIN # 63205-0565 (LT), PIN # 63205-0566 (LT),
PIN # 63205-0567 (LT), PIN # 63205-0568 (LT), PIN # 63205-0569 (LT) &
PIN # 63205-0829 (LT)**

Recitals:

1. Council has received a request to suspend the application of Subsection 50(5) of the Planning Act against certain property, and considers that request reasonable.
2. Pursuant to Subsection 51(4) of the Planning Act, The Corporation of the City of Kawartha Lakes is the approval authority for an application to suspend Subsection 50(5) to certain lands.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2021-__.

Section 1:00 Definitions and Interpretation

1.01 Definitions: In this by-law:

- (a) **"By-law"** means this by-law, as it may be amended from time to time. The Recitals to, and the Schedules attached to this By-law are considered integral parts of it.

- (b) **“City”, “City of Kawartha Lakes” or “Kawartha Lakes”** means The Corporation of the City of Kawartha Lakes and includes its entire geographic area.
- (c) **“City Clerk”** means the person within the administration of the City, which fulfils the function of the City Clerk as required by the Municipal Act, 2001, S.O. 2001, c.25.
- (d) **“Council”** means the municipal council for the City.
- (e) **“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.

1.02 Interpretation Rules:

- (a) Whenever 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 in the circumstances.
- (b) References to items in the plural include the singular, as applicable
- (c) The word “include” is not to be read as limiting the phrase or descriptions that precede it.
- (d) The recitals, and any schedules to this By-law are integral parts of it.

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

1.04 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this By-law to be illegal or unenforceable, that portion of this By-law 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 Zoning Details

2.01 Property Affected:

PIN # 63205-0540 (LT) – Lot 61, Plan 383; Kawartha Lakes.
 PIN # 63205-0541 (LT) – Lot 62, Plan 383; Kawartha Lakes.
 PIN # 63205-0865 (LT) – Lot 63, Plan 383; Kawartha Lakes.
 PIN # 63205-0543 (LT) – Lot 64, Plan 383; Kawartha Lakes.
 PIN # 63205-0866 (LT) – Lot 65, Plan 383; Kawartha Lakes.
 PIN # 63205-0545 (LT) – Lot 66, Plan 383; Kawartha Lakes.
 PIN # 63205-0546 (LT) – Lot 67, Plan 383; Kawartha Lakes.
 PIN # 63205-0547 (LT) – Lot 68, Plan 383; Kawartha Lakes.
 PIN # 63205-0570 (LT) – Lot 94, Plan 383; Kawartha Lakes.
 PIN # 63205-0571 (LT) – Lot 95, Plan 383; Kawartha Lakes.
 PIN # 63205-0572 (LT) – Lot 96, Plan 383; Kawartha Lakes.
 PIN # 63205-0573 (LT) – Lot 97, Plan 383; Kawartha Lakes.

PIN # 63205-0574 (LT) – Lot 98, Plan 383; Kawartha Lakes.
PIN # 63205-0575 (LT) – Lot 99, Plan 383; Kawartha Lakes.
PIN # 63205-0576 (LT) – Lot 100, Plan 383; Kawartha Lakes.
PIN # 63205-0577 (LT) – Lot 101, Plan 383; Kawartha Lakes.
PIN # 63205-0578 (LT) – Lot 102, Plan 383; Kawartha Lakes.
PIN # 63205-0579 (LT) – Lot 103, Plan 383; Kawartha Lakes.
PIN # 63205-0580 (LT) – Lot 104, Plan 383; Kawartha Lakes.
PIN # 63205-0581 (LT) – Lot 105, Plan 383; Kawartha Lakes.
PIN # 63205-0582 (LT) – Lot 106, Plan 383; Kawartha Lakes.
PIN # 63205-0583 (LT) – Lot 107, Plan 383; Kawartha Lakes.
PIN # 63205-0584 (LT) – Lot 108, Plan 383; Kawartha Lakes.
PIN # 63205-0585 (LT) – Lot 109, Plan 383; Kawartha Lakes.
PIN # 63205-0586 (LT) – Lot 110, Plan 383; Kawartha Lakes.
PIN # 63205-0587 (LT) – Lot 111, Plan 383; Kawartha Lakes.
PIN # 63205-0588 (LT) – Lot 112, Plan 383; Kawartha Lakes.
PIN # 63205-0589 (LT) – Lot 113, Plan 383; Kawartha Lakes.
PIN # 63205-0590 (LT) – Lot 114, Plan 383; Kawartha Lakes.
PIN # 63205-0591 (LT) – Lot 115, Plan 383; Kawartha Lakes.
PIN # 63205-0592 (LT) – Lot 116, Plan 383; Kawartha Lakes.
PIN # 63205-0618 (LT) – Lot 142, Plan 383; Kawartha Lakes.
PIN # 63205-0619 (LT) – Lot 143, Plan 383; Kawartha Lakes.
PIN # 63205-0620 (LT) – Lot 144, Plan 383; Kawartha Lakes.
PIN # 63205-0621 (LT) – Lot 145, Plan 383; Kawartha Lakes.
PIN # 63205-0622 (LT) – Lot 146, Plan 383; Kawartha Lakes.
PIN # 63205-0623 (LT) – Lot 147, Plan 383; Kawartha Lakes.
PIN # 63205-0624 (LT) – Lot 148, Plan 383; Kawartha Lakes.
PIN # 63205-0625 (LT) – Lot 149, Plan 383; Kawartha Lakes.
PIN # 63205-0626 (LT) – Lot 150, Plan 383; Kawartha Lakes.
PIN # 63205-0627 (LT) – Lot 151, Plan 383; Kawartha Lakes.
PIN # 63205-0628 (LT) – Lot 152, Plan 383; Kawartha Lakes.
PIN # 63205-0558 (LT) – Lot 80, Plan 383; Kawartha Lakes.
PIN # 63205-0559 (LT) – Lot 81, Plan 383; Kawartha Lakes.
PIN # 63205-0560 (LT) – Lot 82, Plan 383; Kawartha Lakes.
PIN # 63205-0561 (LT) – Lot 83, Plan 383; Kawartha Lakes.
PIN # 63205-0562 (LT) – Lot 84, Plan 383; Kawartha Lakes.

PIN # 63205-0563 (LT) – Lot 85, Plan 383; Kawartha Lakes.
PIN # 63205-0564 (LT) – Lot 86, Plan 383; Kawartha Lakes.
PIN # 63205-0565 (LT) – Lot 87, Plan 383; Kawartha Lakes.
PIN # 63205-0566 (LT) – Lot 88, Plan 383; Kawartha Lakes.
PIN # 63205-0567 (LT) – Lot 89, Plan 383; Kawartha Lakes.
PIN # 63205-0568 (LT) – Lot 90, Plan 383; Kawartha Lakes.
PIN # 63205-0569 (LT) – Lot 91, Plan 383; Kawartha Lakes.
PIN # 63205-0829 (LT) – Lot 93, Plan 383; Kawartha Lakes.

- 2.02 **Suspension:** Subsection 50(5) of the Planning Act, R.S.O. 1990, c.P.13 does not apply to the Property.

Section 3:00 Administration and Effective Date

- 3.01 **Administration:** 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 and take effect on the date it is finally passed.
- 3.03 **Expiry:** This By-law expires three (3) years from the date that it comes into force pursuant to Section 3.02.

By-law read a first, second and third time, and finally passed, this ** day of ***, 2021.

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 _____ 2021.

MAYOR _____ CLERK _____

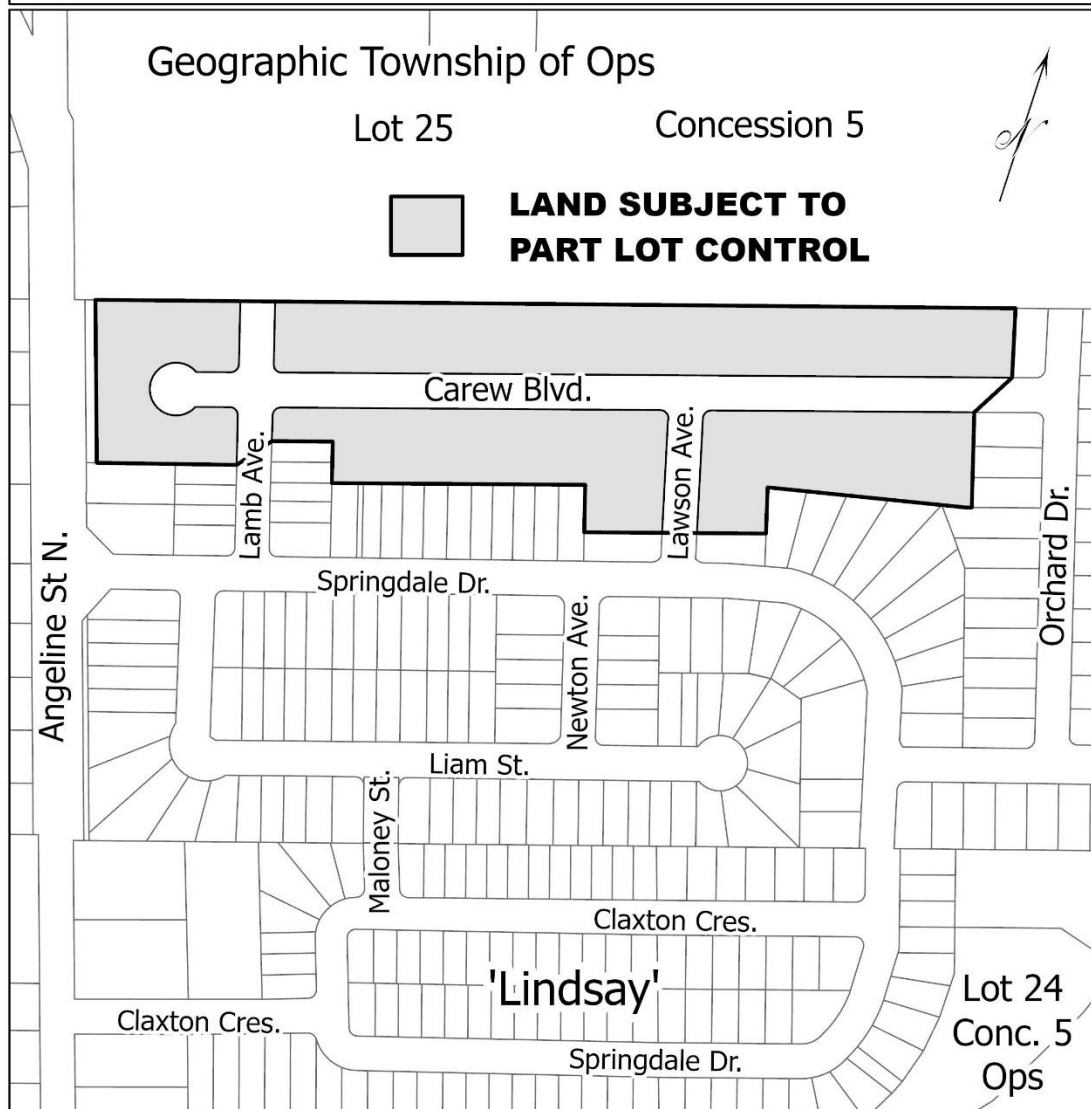
Geographic Township of Ops

Lot 25

Concession 5



**LAND SUBJECT TO
PART LOT CONTROL**



The Corporation of the City of Kawartha Lakes
By-Law 2021 -

**A By-law to Amend the Township of Ops Zoning By-law No. 93-30 to
Remove The Holding Symbol (H) From A Zone Category On Property
Within The City Of Kawartha Lakes**

[File D06-2021-003, Report PLAN2021-016, respecting Registered Plan 383, Lots 61 to 68, 80 to 91, 94 to 116, 142 to 152 and Part of Lot 93, designated as Part 208, 57R-9054; Part of Lot 25, Concession 5, Geographic Township of Ops, identified as Vacant Land on Carew Boulevard – Burcar Investments Limited]

Recitals:

1. Section 36 of the Planning Act, R.S.O. 1990, c.P.13 authorizes Council to place a Holding (H) symbol on any zoning category assigned to property. The purpose of the Holding (H) symbol is to restrict the use of the property until conditions imposed by Council have been met.
2. The Council of the City of Kawartha Lakes enacted By-law No. 2003-31, which contained a Holding (H) symbol relating to the use of the property.
3. Council has received a request to remove the Holding (H) symbol from the 'Residential Exception Two Holding Two [R-2(H2)] Zone'.
4. The conditions imposed by Council and shown in By-law 2003-31 have been complied with.
5. Council deems it appropriate to remove the Holding (H) symbol.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2021-__.

Section 1:00 Zoning Details

- 1.01 **Property Affected:** The Property affected by this By-law is described as Registered Plan 383, Lots 61 to 68, 80 to 91, 94 to 116, 142 to 152 and Part of Lot 93, designated as Part 208, 57R-9054; Part of Lot 25, Concession 5, Geographic Township of Ops, City of Kawartha Lakes.
- 1.02 **Schedule Amendment:** Schedule 'A' to By-law No. 93-30 of the Township of Ops is further amended to remove the Holding (H) symbol from the 'Residential Exception Two Holding Two [R-2(H2)] Zone' for the land referred to as 'R-2', as shown on Schedule 'A' attached to this By-law.

Section 2:00 General Terms

- 2.01 **Effective Date:** This By-law shall come into force and take effect on the date it is finally passed, subject to the provisions of Section 36 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 ***, 2021.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

THE CORPORATION OF THE CITY OF

KAWARTHA LAKES

THIS IS SCHEDULE 'A' TO BY-LAW _____ PASSED

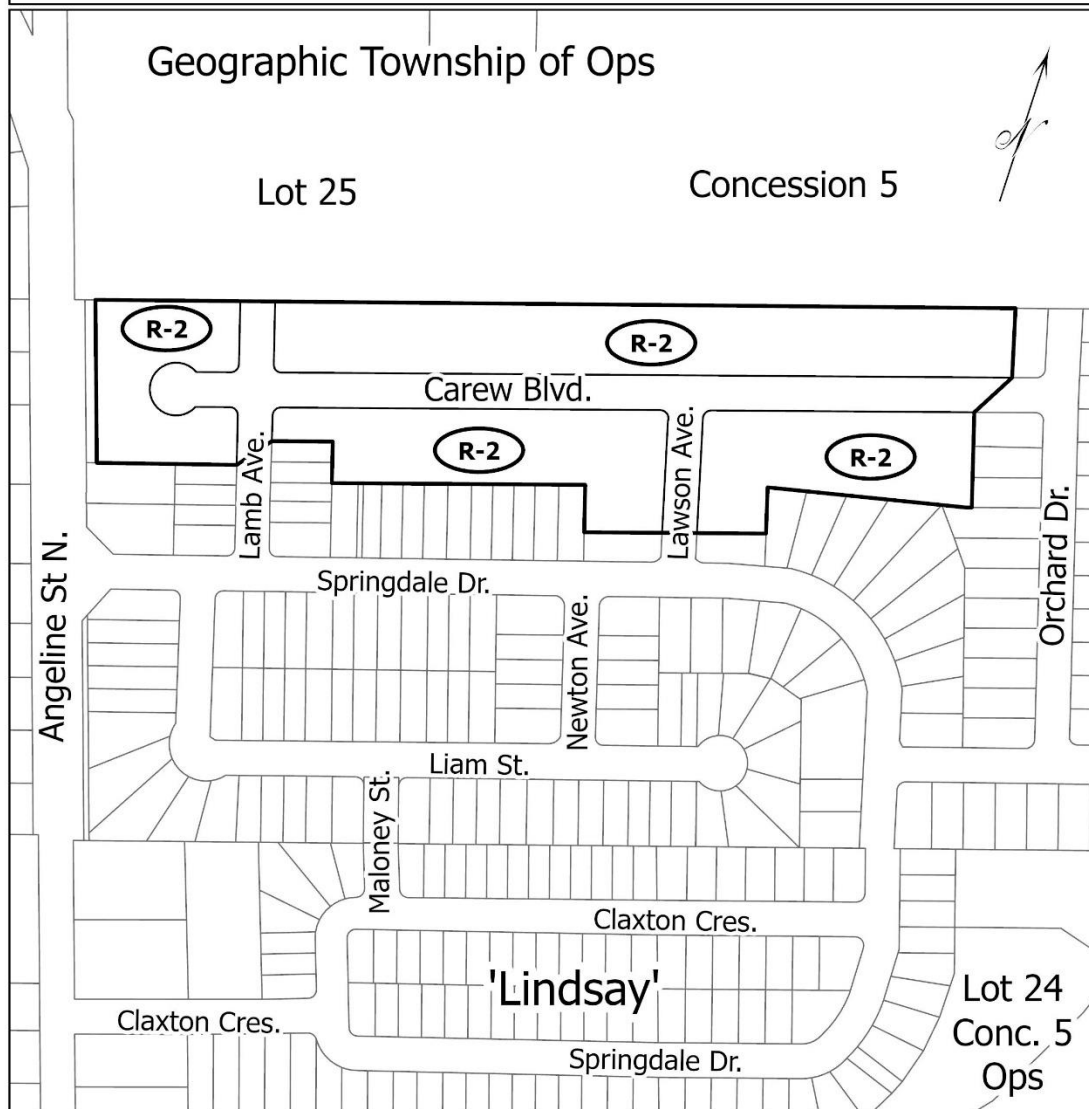
THIS _____ DAY OF _____ 2021.

MAYOR _____ CLERK _____

Geographic Township of Ops

Lot 25

Concession 5



The Corporation of the City of Kawartha Lakes
By-Law 2021 -

**A By-law To Repeal A Deeming By-law Previously Passed By The Township of Ops
In Accordance With the Planning Act**

PIN #: See multiple PIN #'s in the By-law, Lots 61 to 68, 80 to 91, 94 to 116, 142 to 152 and Part of Lot 93, Plan 383, Geographic Township of Ops, Now City Of Kawartha Lakes

[File D30-2021-001, Report PLAN2021-016, respecting Registered Plan 383, Lots 61 to 68, 80 to 91, 94 to 116, 142 to 152 and Part of Lot 93, designated as Part 208, 57R-9054; Part of Lot 25, Concession 5, Geographic Township of Ops, identified as Vacant Land on Carew Boulevard – Burcar Investments Limited]

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. The Council of the Former Township of Ops adopted By-law 90-12 on May 7, 1990 to deem lots not to be in a registered plan of subdivision.
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 2021-__.

Section 1:00 Details

- 1.01 **Property Affected:** The Properties affected by this By-law are a portion of lands that are within Registered Plan of Subdivision 383, Geographic Township of Ops, City of Kawartha Lakes.

All and Singular that certain parcel of land and premises, situate, lying and being in the Town of Lindsay, now in the City of Kawartha Lakes, and being composed of:

PIN # 63205-0540 (LT) – Lot 61, Plan 383; Kawartha Lakes.

PIN # 63205-0541 (LT) – Lot 62, Plan 383; Kawartha Lakes.

PIN # 63205-0865 (LT) – Lot 63, Plan 383; Kawartha Lakes.

PIN # 63205-0543 (LT) – Lot 64, Plan 383; Kawartha Lakes.
PIN # 63205-0866 (LT) – Lot 65, Plan 383; Kawartha Lakes.
PIN # 63205-0545 (LT) – Lot 66, Plan 383; Kawartha Lakes.
PIN # 63205-0546 (LT) – Lot 67, Plan 383; Kawartha Lakes.
PIN # 63205-0547 (LT) – Lot 68, Plan 383; Kawartha Lakes.
PIN # 63205-0570 (LT) – Lot 94, Plan 383; Kawartha Lakes.
PIN # 63205-0571 (LT) – Lot 95, Plan 383; Kawartha Lakes.
PIN # 63205-0572 (LT) – Lot 96, Plan 383; Kawartha Lakes.
PIN # 63205-0573 (LT) – Lot 97, Plan 383; Kawartha Lakes.
PIN # 63205-0574 (LT) – Lot 98, Plan 383; Kawartha Lakes.
PIN # 63205-0575 (LT) – Lot 99, Plan 383; Kawartha Lakes.
PIN # 63205-0576 (LT) – Lot 100, Plan 383; Kawartha Lakes.
PIN # 63205-0577 (LT) – Lot 101, Plan 383; Kawartha Lakes.
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PIN # 63205-0587 (LT) – Lot 111, Plan 383; Kawartha Lakes.
PIN # 63205-0588 (LT) – Lot 112, Plan 383; Kawartha Lakes.
PIN # 63205-0589 (LT) – Lot 113, Plan 383; Kawartha Lakes.
PIN # 63205-0590 (LT) – Lot 114, Plan 383; Kawartha Lakes.
PIN # 63205-0591 (LT) – Lot 115, Plan 383; Kawartha Lakes.
PIN # 63205-0592 (LT) – Lot 116, Plan 383; Kawartha Lakes.
PIN # 63205-0618 (LT) – Lot 142, Plan 383; Kawartha Lakes.
PIN # 63205-0619 (LT) – Lot 143, Plan 383; Kawartha Lakes.
PIN # 63205-0620 (LT) – Lot 144, Plan 383; Kawartha Lakes.
PIN # 63205-0621 (LT) – Lot 145, Plan 383; Kawartha Lakes.
PIN # 63205-0622 (LT) – Lot 146, Plan 383; Kawartha Lakes.
PIN # 63205-0623 (LT) – Lot 147, Plan 383; Kawartha Lakes.
PIN # 63205-0624 (LT) – Lot 148, Plan 383; Kawartha Lakes.

PIN # 63205-0625 (LT) – Lot 149, Plan 383; Kawartha Lakes.
PIN # 63205-0626 (LT) – Lot 150, Plan 383; Kawartha Lakes.
PIN # 63205-0627 (LT) – Lot 151, Plan 383; Kawartha Lakes.
PIN # 63205-0628 (LT) – Lot 152, Plan 383; Kawartha Lakes.
PIN # 63205-0558 (LT) – Lot 80, Plan 383; Kawartha Lakes.
PIN # 63205-0559 (LT) – Lot 81, Plan 383; Kawartha Lakes.
PIN # 63205-0560 (LT) – Lot 82, Plan 383; Kawartha Lakes.
PIN # 63205-0561 (LT) – Lot 83, Plan 383; Kawartha Lakes.
PIN # 63205-0562 (LT) – Lot 84, Plan 383; Kawartha Lakes.
PIN # 63205-0563 (LT) – Lot 85, Plan 383; Kawartha Lakes.
PIN # 63205-0564 (LT) – Lot 86, Plan 383; Kawartha Lakes.
PIN # 63205-0565 (LT) – Lot 87, Plan 383; Kawartha Lakes.
PIN # 63205-0566 (LT) – Lot 88, Plan 383; Kawartha Lakes.
PIN # 63205-0567 (LT) – Lot 89, Plan 383; Kawartha Lakes.
PIN # 63205-0568 (LT) – Lot 90, Plan 383; Kawartha Lakes.
PIN # 63205-0569 (LT) – Lot 91, Plan 383; Kawartha Lakes.
PIN # 63205-0829 (LT) – Lot 93, Plan 383; Kawartha Lakes.

- 1.02 **Repeal Provision:** By-law 90-12, relating to the mentioned lots above, is hereby repealed.

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 ***, 2021.

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 _____ 2021.

MAYOR _____ CLERK _____

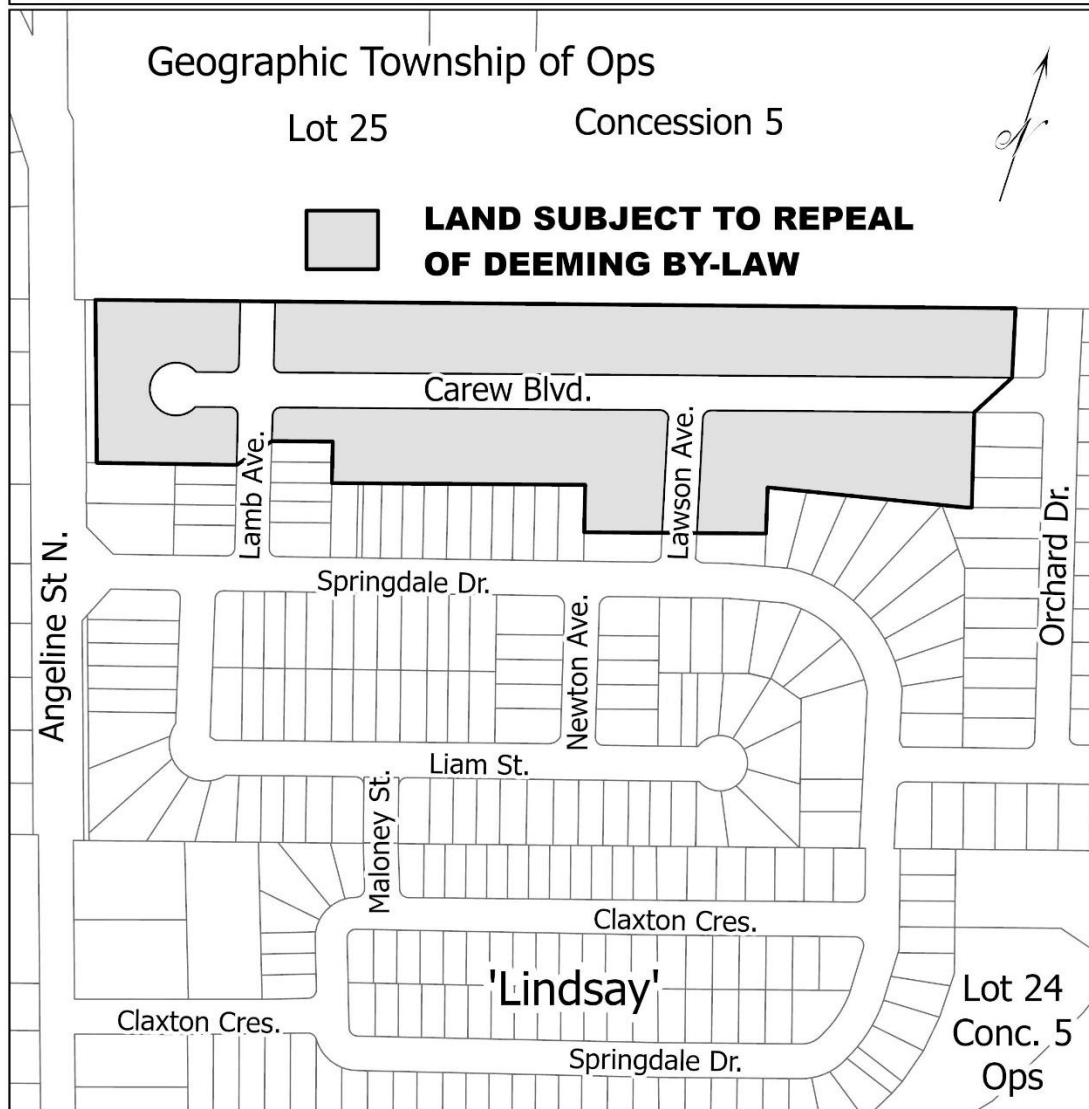
Geographic Township of Ops

Lot 25

Concession 5



**LAND SUBJECT TO REPEAL
OF DEEMING BY-LAW**



Council Report

Report Number:	ED2021-019
Meeting Date:	April 20, 2021
Title:	GHFFA ConnectON Asset Mapping Agreement
Description:	An agreement for the use and data sharing with the Golden Horseshoe Food and Farming Alliance for food and farming and manufacturing asset information for Ontario
Author and Title:	Rebecca Mustard, Manager of Economic Development

Recommendations:

That Report ED2021-019, **GHFFA ConnectON Asset Mapping Agreement**, be received; and

That the Mayor and Clerk be authorized to execute the Terms and Conditions of Use and Data Sharing for ConnectON Asset Mapping (Appendix A).

(Acting) Department Head: _____

Financial/Legal/HR/Other: _____

Chief Administrative Officer: _____

Background:

The ConnectON Asset Mapping Program (ConnectON) is an economic development tool to support municipal and regional decision making and growth. ConnectON includes information on agri-food and manufacturing sectors and municipalities can upload, update, select, sort and map data in the program.

ConnectON is provided through the Golden Horseshoe Food and Farming Alliance (GHFFA), in partnership with the Ontario Ministry of Agriculture Food and Rural Affairs (OMAFRA), and the Ontario East Economic Development Commission (OEEDC). Over 50 municipalities in Ontario, including the City of Kawartha Lakes, are part of the program.

Rationale:

The Manufacturing and Agri-Food Terms and Conditions of Use and Data Sharing Agreements have recently been consolidated into one updated Terms and Conditions of Use and Data Sharing Agreement, attached as Appendix A. This new Agreement needs to be signed to continue participating in the program.

The new Agreement expires March 31, 2027. Under the municipalities Signing Authority By-Law 2016-009, there are specific requirements for agreements with term of five (5) years or more;

Section 6.07: A contract or agreement with a term of five (5) years or more, requires a Council Report recommendation adopted by Council that approves the contract or agreement and authorizes the Mayor and City Clerk to sign.

This report meets the requirements to sign the Agreement and continue participating in the program.

Other Alternatives Considered:

No other alternatives have been considered.

Alignment to Strategic Priorities

The ConnectON data is used to support Economic Development programs for the agriculture and manufacturing sectors and supports the priorities of 2020-2023 Kawartha Lakes Strategic Plan:

1. Healthy Environment
2. A Vibrant and Growing Economy

Financial/Operation Impacts:

As a member of the Ontario East Regional Marketing Committee, there is no cost to participating in ConnectON.

Consultations:

City Solicitor

Attachments:

Appendix A – Terms and Conditions



GHFFA ConnectON
Partner Data Sharing

(Acting) Department Head email: rholy@kawarthalakes.ca

(Acting) Department Head: Richard Holy



Golden Horseshoe Food and Farming Alliance

ConnectON ASSET MAPPING

Terms and Conditions of Use and Data Sharing for ConnectON Asset Mapping

Effective as of January 1, 2021

BACKGROUND

WHEREAS the GHFFA has created a database management platform known as ConnectON and maintains a database on ConnectON comprised of food and farming and manufacturing asset information for Ontario (the “Database”);

AND WHEREAS OMAFRA, the GHFFA, and municipalities with an interest in facilitating the growth of the agri-food and manufacturing sectors (the “Partners”), have contributed data and worked in partnership to develop the Database within ConnectON in exchange for access to ConnectON and the Database;

AND WHEREAS the Database is being utilized by the Partners in projects whose purposes and objectives include: i) facilitating growth of the agri-food and manufacturing sectors within Ontario; ii) supporting the province’s agri-food and manufacturing supply chain; iii) analyses of the Data within the Database to inform future agri-food and manufacturing programs; iv) emergency preparedness and response; and v) to develop policies regarding protection of the agricultural lands and Ontario’s agri-food industries;

AND WHEREAS the Database is being used for projects whose purposes and objectives align with the Partners’ program needs and objectives;

AND WHEREAS data within the Database, could be a valuable resource of information to support the policies and programs of the Users of the Database;

AND WHEREAS sharing non-confidential non-personal information is consistent with the objective of the Government's Open Data Directives and the principal and purpose of the *Freedom of Information and Protection of Privacy Act R.S.O. 1990, (FIPPA) Section 1;*

AND NOW THEREFORE in good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Partners agree to provide data to the GHFFA for inclusion in the Database on the ConnectON platform under the terms and conditions of this Data Sharing Agreement and the Partners agree to abide by the terms and conditions set out as follows:

PURPOSE

Under the terms and conditions of this document (the "Agreement"), the GHFFA grants to the Users, access and use of ConnectON, subject to the conditions contained herein.

GENERAL TERMS AND CONDITIONS

1.1. In addition to the rights and obligations of the Parties set out in the Articles of this Agreement, the rights and obligations set out in the Appendices to this Agreement shall also apply between the Parties. However, where any Appendices conflicts with any Article of the Agreement; the Article shall take precedence over the Appendices.

1.2. This Agreement supersedes all prior oral and written representations and agreements with respect to Partners' contributions of information to the Database on the ConnectON platform.

1.3. All Parties consent to and will accept execution of this Agreement and any amendments to this Agreement, by electronic signatures, as defined in the *Electronic Commerce Act, 2000*.

1.4. Unless the Parties agree otherwise in writing, this Data Sharing Agreement will expire on March 31, 2027.

1.5. Any of the Parties may terminate this Data Sharing Agreement at any time by providing the other Party with 15 (fifteen) Business Days written notice thereby relinquishing use of ConnectON. Notice to the GHFFA can be provided by mail or email to the GHFFA's Executive Director at P.O. Box 55, Milton, Ontario L9T 2Y3, janet@whitfieldfarms.com, 519-925-5975. When a Party opts out of the Agreement, the GHFFA shall notify the Users. However, the Data submitted will remain with ConnectON and the Users may continue to use the Data provided.

1.6. This Agreement may be amended by the GHFFA from time to time, based on advice from the Parties.

1.7. Nothing in this Agreement will be deemed to constitute, create, or otherwise recognize the existence of a joint venture, partnership, or other formal business entity or arrangement of any kind between the Parties or their representatives.

1.8. This Agreement is governed by and is to be construed and interpreted in accordance with, the laws of Ontario and the laws of Canada applicable in Ontario.

DEFINITIONS

“Agreement” means this Data Sharing Agreement.

“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 GHFFA is closed for business.

“ConnectON” means the platform for the Database resulting from the efforts to collect, house, organize and provide access to the Database, containing Data in digital format and housed on the website <https://www.connecton.ca>

“Data” means information, including but not limited to tables and maps; which has been provided to GHFFA by Data Providers.

“Database” means all the Data accessible through the ConnectON platform.

“Data Fields” means the Metadata data descriptors provided in Appendix B.

“Data Provider” means a User or an entity that has contributed Data to the Database.

“Derivative Data” means information or works that are created by a User, as a result of combining the Data from the Database, with other information, and/or as a result of the interpretation and analyses of the Data; but, does not include unaltered Data accessed from the Database using ConnectON.

“FIPPA” means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31 as amended.

“Licence” means the rights to use and access (and any limitations or restrictions on such rights to use and access), the ConnectON, the Database, and the Data, as are granted under the terms and conditions of this Agreement.

“Metadata” means the information fields and data descriptors provided by the Data Provider about the Data.

“MFIPPA” means the Municipal Freedom of Information and Protection of Privacy Act.

“Open Data” means data and other information made available or already readily available to a person or organization or other entity without restriction on its use.

“Partners” means the GHFFA, OMAFRA and municipalities with an interest in facilitating the growth of the agri-food and manufacturing sectors who have contributed data and worked in partnership to develop the ConnectON Database and are listed in Appendix “A”.

“Personal Information” has the meaning provided in FIPPA and means recorded information about an identifiable individual, including, (i) information relating to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation or marital or family status of the individual; (ii) information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved; (iii) any identifying number, symbol or other particular assigned to the individual; (iv) the address, telephone number, fingerprints or blood type of the individual; and (v) the individual’s name where it appears with other personal information relating to the individual or where the disclosure of the name would reveal other personal information about the individual. Personal information does not include an address if the address is a farm business address, the phone number if the phone number is a farm business number, the type of crops grown on the farm, the farm location, the owners of the farm business, and the operators of the farm business.

“Public” means a person or organization or other entity that is not a User, Data Provider, OMAFRA or the GHFFA, and has not therefore been granted access and use of the Database on ConnectON.

“Raw Data” means the unaltered source Data collected for the purposes of the ConnectON Database.

“Restricted Data” means Data within ConnectON whose use is restricted and qualified.

“User” means the person or organization or other entity that has been granted access and/or use of all or part of the Database through ConnectON by the GHFFA and includes those entities listed in Appendix “B”.

ARTICLE 1.

DESCRIPTION OF DATA AND TERMS OF ACCESS

1. DESCRIPTION OF DATA AND ACCESS

- 1.1. Partners agree to provide the GHFFA, for inclusion in the ConnectON Database, agri-food and manufacturing business data (the “Data”) as deemed appropriate by the Partner. The Data may be expanded to provide access to new data at the Partners’ sole and absolute discretion.
- 1.2. The Data is specific to digital data formats and may be spatial or non-spatial depending upon the format and nature of the Data the Partners submit for inclusion in the ConnectON platform.
- 1.3. All Partners’ Data use and access is subject to the Partners’ specified restrictions and limitations for access and use provided to the GHFFA at the time the Data was submitted for incorporation into ConnectON, and as represented in the Metadata.
- 1.4. The GHFFA is responsible for communicating to Users any restrictions or limitations on the use of the Data by the Partners. Users shall be responsible for implementing the necessary mechanisms for retrieving the Data from the ConnectON platform in accordance with any such limitations.
- 1.5. This Agreement may be amended by the GHFFA as needed to include the restrictions and limitations on the use of new or revised Data.
- 1.6. Data provided under this Agreement is only accessible through the ConnectON dedicated website, using usernames and passwords provided by the GHFFA. It shall be the responsibility of the GHFFA to maintain and secure the website.
- 1.7. Users will be provided with usernames and passwords to access the ConnectON website upon execution of this Agreement.
- 1.8. The Data contributed prior to the expiration or termination of the Agreement shall continue to be accessible under the terms and limitations of this Agreement and Users will retain the right to use all the Partners’ Data (with the restrictions and limitations communicated at the time the Data was accessed) that Users previously obtained from ConnectON.
- 1.9. Unless identified otherwise within the ConnectON platform, Data is provided at no additional cost to the Partners and Users. The GHFFA may charge an access fee to Users of the ConnectON platform on a cost recovery basis.

2. OWNERSHIP AND USE

- 2.1. The Partner retains all ownership rights to the Data they provided to the GHFFA for inclusion in ConnectON and use by the Users; however, derivative products shall be owned by its creator.
- 2.2. The GHFFA shall have ownership of ConnectON and the Data contained therein, the database management platform and the Metadata structure.
- 2.3. Users shall not market or release the Data or the ConnectON platform to others. ConnectON is for internal use only. ConnectON and the Data contained therein cannot be shared directly with others. The Data may only be used for internal purposes and may not be distributed, sold or otherwise provided for commercial use or gain.
- 2.4. Users may use the ConnectON Data to create derivative products for internal and external use from the Data, provided the Partners (identified within ConnectON) of all the Data used in creating the Derivative Data are acknowledged and ConnectON is credited as the source.
- 2.5. Data within the Database shall not be combined with, or used to create, a subset of Data or Derivative Data, accessible to the Public; where the subset or the Derivative Data would reveal personal information as defined in the FIPPA.
- 2.6. Only aggregate and/or Derivative Data may be shared by Users. Users shall not share raw Data with the Public.
- 2.7. All Derivative Data created by Users shall be the property of the User.
- 2.8. Users may seek guidance from the GHFFA regarding appropriate use of the ConnectON Data if required.
- 2.9. Users will refer all third-party requests for the Data and access to ConnectON to the GHFFA.

3. LIABILITIES AND LIMITATIONS

- 3.1. There is no timely guarantee of access to or guarantee of continuing availability of the Data under this Agreement.
- 3.2. The Data is provided as is without warranty of any kind with respect to the accuracy of the Data or the appropriateness of the Data for any specific use.

- 3.3. Protection from malware shall be the sole responsibility of the User. The GHFFA nor the Partners make any warranty or guarantee of any kind relating to the absence of malware of any kind on or within the ConnectON internet platform or the Data.
- 3.4. Neither the GHFFA nor the Partners make any representations of any kind as to the completeness or accuracy of the ConnectON Metadata. It is the responsibility of each User, through Metadata, to determine the level of confidence or quality of ConnectON Data and the Database within it for their specific use.
- 3.5. The Metadata is subject to change. The GHFFA will provide updates to Users in a timely manner.
- 3.6. The User of ConnectON is responsible for understanding the accuracy limitations of the Data. In particular, alterations and/or manipulation of the original Data may adversely affect its accuracy, meaning, and design integrity.
- 3.7. The GHFFA agrees to hold the Partners and Users and all their employees, contractors, and agents harmless from any claim, suit, or proceeding arising out of the use of ConnectON Data in accordance with this Agreement, including indemnification of the Partners for reasonable expenses incurred in defending such claims.
- 3.8. The Partners and Users agree to hold the GHFFA, OMAFRA and all their employees, contractors and agents harmless from any claim, suit, or proceeding arising out of the use of the ConnectON Data in accordance with this Agreement, including indemnification of the GHFFA and OMAFRA for reasonable expenses incurred in defending such claims.
- 3.9. Data within the Database are for internal use only by Users. Data contained therein cannot be shared directly with the Public. However, Users may use the Data they accessed through ConnectON to create derivative products for internal and external use in projects whose objectives include the development of Ontario's agri-food and manufacturing sectors and/or its communities, provided the ConnectON is acknowledged as (one of) the source(s) of the information used to create the derivative product.

4. GOVERNANCE

- 4.1. ConnectON is managed by representatives of the Users and the GHFFA.
- 4.2. A current list of Users is included in Appendix "B".

5. CONFIDENTIALITY

- 5.1. All Provincial and Federal government of Canada Data and Data provided by the Partners is subject to FIPPA and MFIPPA.
- 5.2. The Partners' and the Users' confidentiality obligations under this Agreement shall survive any termination of the Agreement.
- 5.3. Data accessed from the ConnectON platform is to be treated as confidential and may not be distributed to third parties unless the Data is Open Data, or the Data is available to the Partners or Users through other means, or required by law to release the Data. This confidentiality obligation shall survive termination of this Agreement.
- 5.4. Users may not publish or otherwise present any OMAFRA Data obtained from the Database through ConnectON directly, indirectly or without modification, regardless of the forum or format of presentation or communication of the OMAFRA Data. OMAFRA Data may only be presented or otherwise published to the public, in a non-identifying aggregate Derivative Data set or form.

The Partners and Users have each executed the Agreement on the dates set out in their individual signed forms acknowledging the Agreement.

APPENDIX "A"

List of Partners

TOWN OF CALEDON	COUNTY OF LAMBTON
TOWN OF GANANOQUE	COUNTY OF MIDDLESEX
TOWN OF PRESCOTT (UCLG)	COUNTY OF NORFOLK
TOWN OF SMITHS FALLS	COUNTY OF NORTHUMBERLAND
CITY OF BARRIE	COUNTY OF OXFORD
CITY OF BELLEVILLE	COUNTY OF PERTH
CITY OF BRAMPTON	COUNTY OF PETERBOROUGH
CITY OF BRANTFORD	COUNTY OF RENFREW
CITY OF BROCKVILLE	COUNTY OF SIMCOE
CITY OF CORNWALL	COUNTY OF WELLINGTON
CITY OF GUELPH	MUNICIPALITY OF CHATHAM-KENT
CITY OF HAMILTON	PRINCE EDWARD COUNTY
CITY OF KAWARTHA LAKES	UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY
CITY OF KINGSTON	UNITED COUNTIES OF LEEDS AND GRENVILLE
CITY OF MISSISSAUGA	UNITED COUNTIES OF PRESCOTT AND RUSSELL
CITY OF ORILLIA	REGIONAL MUNICIPALITY OF DURHAM
CITY OF OTTAWA	REGIONAL MUNICIPALITY OF ESSEX
CITY OF PEMBROKE	REGIONAL MUNICIPALITY OF HALTON
CITY OF PETERBOROUGH	REGIONAL MUNICIPALITY OF NIAGARA
CITY OF QUINTE WEST	REGIONAL MUNICIPALITY OF PEEL
CITY OF TORONTO	REGIONAL MUNICIPALITY OF WATERLOO
CITY OF WINDSOR	REGIONAL MUNICIPALITY OF YORK
COUNTY OF BRANT	
COUNTY OF BRUCE	
COUNTY OF DUFFERIN	
COUNTY OF ELGIN	QUINTE ECONOMIC DEVELOPMENT COMMISSION
COUNTY OF FRONTENAC	
COUNTY OF GREY	ONTARIO EAST ECONOMIC DEVELOPMENT COMMISSION
COUNTY OF HALDIMAND	
COUNTY OF HASTINGS	
COUNTY OF HURON	KINGSTON ECONOMIC DEVELOPMENT
COUNTY OF LANARK	VALLEY HEARTLAND ECONOMIC DEVELOPMENT CORPORATION
COUNTY OF LENNOX AND ADDINGTON	

WESTERN ONTARIO WARDENS' CAUCUS

**WINDSOR-ESSEX ECONOMIC
DEVELOPMENT CORPORATION**

APPENDIX “B”
List of Users

TOWN OF CALEDON	COUNTY OF LAMBTON
TOWN OF GANANOQUE	COUNTY OF MIDDLESEX
TOWN OF PRESCOTT (UCLG)	COUNTY OF NORFOLK
TOWN OF SMITHS FALLS	COUNTY OF NORTHUMBERLAND
CITY OF BARRIE	COUNTY OF OXFORD
CITY OF BELLEVILLE	COUNTY OF PERTH
CITY OF BRAMPTON	COUNTY OF PETERBOROUGH
CITY OF BRANTFORD	COUNTY OF RENFREW
CITY OF BROCKVILLE	COUNTY OF SIMCOE
CITY OF CORNWALL	COUNTY OF WELLINGTON
CITY OF GUELPH	MUNICIPALITY OF CHATHAM-KENT
CITY OF HAMILTON	PRINCE EDWARD COUNTY
CITY OF KAWARTHA LAKES	UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY
CITY OF KINGSTON	UNITED COUNTIES OF LEEDS AND GRENVILLE
CITY OF MISSISSAUGA	UNITED COUNTIES OF PRESCOTT AND RUSSELL
CITY OF ORILLIA	REGIONAL MUNICIPALITY OF DURHAM
CITY OF OTTAWA	REGIONAL MUNICIPALITY OF ESSEX
CITY OF PEMBROKE	REGIONAL MUNICIPALITY OF HALTON
CITY OF PETERBOROUGH	REGIONAL MUNICIPALITY OF NIAGARA
CITY OF QUINTE WEST	REGIONAL MUNICIPALITY OF PEEL
CITY OF TORONTO	REGIONAL MUNICIPALITY OF WATERLOO
CITY OF WINDSOR	REGIONAL MUNICIPALITY OF YORK
COUNTY OF BRANT	
COUNTY OF BRUCE	
COUNTY OF DUFFERIN	
COUNTY OF ELGIN	MUNICIPALITY OF SOUTH DUNDAS
COUNTY OF FRONTENAC	
COUNTY OF GREY	QUINTE ECONOMIC DEVELOPMENT COMMISSION
COUNTY OF HALDIMAND	
COUNTY OF HASTINGS	ONTARIO EAST ECONOMIC DEVELOPMENT COMMISSION
COUNTY OF HURON	
COUNTY OF LANARK	KINGSTON ECONOMIC DEVELOPMENT
COUNTY OF LENNOX AND ADDINGTON	

**VALLEY HEARTLAND ECONOMIC
DEVELOPMENT CORPORATION**

**WINDSOR-ESSEX ECONOMIC
DEVELOPMENT CORPORATION**

WESTERN ONTARIO WARDENS' CAUCUS

**SOUTH CENTRAL ONTARIO REGION
ECONOMIC DEVELOPMENT CORPORATION
(SCOR EDC)**

GREENBELT FOUNDATION

**ONTARIO MINISTRY OF AGRICULTURE
FOOD AND RURAL AFFAIRS**

Council Report

Report Number: FIRE2021-002

Meeting Date: April 20, 2021

Title: Fire Service Grant Transfer Payment Agreement

Author and Title: Mark Pankhurst, Fire Chief

Recommendation(s):

That Report FIRE2021-002, Fire Service Grant Transfer Payment Agreement, be received;

That the agreement between the Corporation of the City of Kawartha Lakes and Her Majesty the Queen in right of Ontario as represented by the Office of the Fire Marshal, attached as Appendix A to report FIRE2021-002 be approved; and

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

Department Head: _____

Financial/Legal/HR/Other: _____

Chief Administrative Officer: _____

Background:

On March 11, 2021, the Office of the Fire Marshal and Emergency Management announced a one time grant to municipal Fire Services to assist in addressing challenges associated with training and virtual inspections due to the COVID-19 pandemic. The City of Kawartha Lakes Fire Rescue Service is eligible to receive up to \$23,200.00 as part of this grant program.

Rationale:

The grant is intended to provide Fire Departments with support in the two priority areas of ongoing training needs and to address challenges with code compliance and inspections.

The Fire Department submitted an application for funding for increased training opportunities for the following:

- Online solution for Fire Department training as well as tracking and reporting
- Subscription to online training manuals

The application also includes a portion for the purchase of technology to be used for virtual inspections and public education activities.

The Department has received confirmation that the funding application for the Fire Safety Grant Application has been accepted. In order to utilize the grant, the Fire Safety Grant Transfer Payment Agreement attached as Appendix A is required to be signed to formalize the grant allocation.

Other Alternatives Considered:

No other alternatives have been considered.

Alignment to Strategic Priorities

The recommendation aligns with the following strategic priorities:

A Vibrant and Growing Economy

Recommendations in this report will support effective Fire Service response operations and service delivery.

An Excellent Quality of Life

Recommendations in this report will support efficient delivery of Fire Service response operations and assists the general well-being and overall health and safety of employees.

Financial/Operation Impacts:

There is no financial impact to this report as the funding is provided by the Provincial Fire Safety Grant Program.

Consultations:

Solicitor
Risk Management Coordinator

Attachments:

Appendix A – Fire Safety Grant Transfer Payment Agreement



Transfer Payment
Agreement - Kawartha

Department Head email: mpankhurst@kawarthalakes.ca

Department Head: Mark Pankhurst

FIRE SAFETY GRANT TRANSFER PAYMENT AGREEMENT

THE AGREEMENT, effective as of the 20th day of April, 2021 (the “**Effective Date**”)

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Office of the Fire Marshal**

(the “**Province**”)

- and -

The Corporation of the City of Kawartha Lakes

(the “**Recipient**”)

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

Schedule “A” - General Terms and Conditions
Schedule “B” - Project Specific Information and Additional Provisions
Schedule “C” - Project
Schedule “D” - Budget
Schedule “E” - Reports, and
any amending agreement entered into as provided for in section 3.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 In the event of a conflict or inconsistency between the Additional Provisions and Schedule “A”, the Additional Provisions will prevail.

3.0 AMENDING THE AGREEMENT

3.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges that:

- (a) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the Public Sector Salary Disclosure Act, 1996 (Ontario);
- (b) the Province is not responsible for carrying out the Project; and
- (c) 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.

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Office of the Fire
Marshal**

Click or tap here to enter text.

Date

Signature: _____

Name: Douglas Browne

Title: Deputy Fire Marshal

City of Kawartha Lakes

Click or tap here to enter text.

Date

Signature: _____

Name: Andy Letham

Title: **Mayor**

Date

Signature: _____
Name: Cathie Ritchie

Title: **Clerk**

"We have authority to bind the Corporation pursuant to
Council Resolution _____."

SCHEDULE "A"

GENERAL TERMS AND CONDITIONS

A1.0 DEFINITIONS

A1.1 Definitions. In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions set out in Schedule "B".

"Agreement" means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 3.1.

"Budget" means the budget attached to the Agreement as Schedule "D".

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A12.1.

"Expiry Date" means the expiry date set out in Schedule "B".

"Funding Year" means:

- (a) in the case of the first Funding Year, the period commencing on March 31, 2021 and ending on August 31, 2021; and

"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 Funds 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 extends that time.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “C”.

“Reports” means the reports described in Schedule “E”.

A2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

A2.1 General. The Recipient represents, warrants and covenants that:

- (a) it is, and will continue to be a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has the full power and authority to enter into the Agreement and has taken all necessary actions to authorize the execution of the Agreement;
- (c) it has, and will continue to have the experience and expertise necessary to carry out the Project;
- (d) it is in compliance with, and will continue to comply with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project, the Funds or both; and
- (e) 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.

A2.2 Governance. The Recipient represents, warrants and covenants that it has, will maintain, in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient’s organization;
- (b) procedures to enable the Recipient’s ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;

- (e) procedures to enable the Recipient to complete the Project successfully; and
- (f) procedures to enable the preparation and submission of all Reports required pursuant to Article A6.0.

A3.0 TERM OF THE AGREEMENT

A3.1 Term. The term of the Agreement will commence on March 31, 2021 and will expire on the Expiry Date.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient up to the Maximum Funds allocated as part of this grant exercise;
- (b) provide the Funds to the Recipient in accordance with the payment plan set out in Schedule “D”; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project in accordance with 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;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency or organization of the Government of Ontario.

A5.0 CONFLICT OF INTEREST

A5.1 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without a conflict of interest. The Recipient will disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and comply with any terms and

conditions that the Province may prescribe as a result of the disclosure.

A6.0 REPORTING, ACCOUNTING AND REVIEW

- A6.1 **Preparation and Submission.** The Recipient will submit to the Province at the address referred to in section A15.1, all Reports in accordance with the timelines and content requirements provided for in Schedule “E”, or in a form as specified by the Province from time to time.
- A6.2 **Record Maintenance.** The Recipient will keep, maintain and make available to the Province, its authorized representatives or an independent auditor identified by the Province for inspection and copying:
- (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.

A7.0 COMMUNICATIONS REQUIREMENTS

- A7.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province for the Project in a form and manner as directed by the Province.
- A7.2 **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.

A8.0 INDEMNITY

- A8.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A9.0 INSURANCE

A9.1 Recipient's Insurance. The Recipient represents, warrants and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the 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 provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30 day written notice of cancellation.

A9.2 Proof of Insurance. If requested, 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 A9.1.

A10.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

A10.1 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 A6.1, Reports or such other reports as may have been requested by the Province;
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or

arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or

- (d) the Recipient ceases to operate.

A10.2 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 further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A10.3 When Termination Effective. Termination under this Article will take effect as provided for in the Notice.

A11.0 FUNDS AT THE END OF A FUNDING YEAR

A11.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A12.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient the payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A12.0 FUNDS UPON EXPIRY

A12.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A13.0 NOTICE

A13.1 **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 provided for in Schedule “B”, or as either Party later designates to the other by Notice.

A13.2 **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.

A14.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A14.1 **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.

A15.0 INDEPENDENT PARTIES

A15.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A16.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A16.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement. All rights and obligations contained in the Agreement will extend to and be binding on the Parties' permitted assigns.

A17.0 GOVERNING LAW

A17.1 **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.

A18.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A18.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A19.0 SURVIVAL

A19.1 Survival. All 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.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE “B”

PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$23,200.00
Expiry Date	August 1, 2021
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	Position: Address: Fax: Email:
Contact information for the purposes of Notice to the Recipient	Position: Valerie Knights, Executive Assistant Address: 9 Cambridge Street North Lindsay Fax: 705-878-3463 Email: vknight@kawarthalakes.ca
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	Position: Carolyn Daynes, Treasurer Address: 26 Francis Street Lindsay Fax: Email: cdaynes@kawarthalakes.ca

Additional Provisions:

(None)

SCHEDULE “C”

PROJECT

The Municipal Fire Protection Grant has been established to provide critical support to municipalities in 2020-21 to offset costs and potential barriers for issues stemming from the COVID-19 pandemic. Such issues include access to training, and equipment or other critical upgrades that are needed at the local level to support virtual inspections.

Ontario’s fire departments vary in size and capacity and they all serve different communities that each present different levels of risk. There is a significant cost to ensure that every department has skilled first responders who are adequately trained and equipped to meet the needs of their community.

Funding could represent the difference in allowing fire departments to train more staff, purchase much needed equipment to allow them to adapt and respond to COVID-19 related risks in their communities in a way that ensures both community and personnel safety.

The use of the one-time 2020-21 Municipal Fire Protection Grant will focus on the needs of municipal fire departments to ensure community safety with a focus on issues that have presented due to the COVID-19 pandemic, including:

- Training to offset the pressures in training as a result of the COVID-19 pandemic.
- Specialty training to respond to the dynamics of the COVID-19 pandemic and the need to ensure fire safety in their communities such as virtual inspections.
- Small improvements to fire department infrastructure, such as accessing high speed internet to support training and virtual inspections.

The fire service has expressed concerns with training and fire code compliance since the start of the pandemic. Some of these concerns include critical inspections being delayed or impacted given the apprehension with entering premises. Similarly, training has been impacted given that fire services have been responding to challenges associated with the pandemic (staffing shortages, increased calls for service, etc.). Many departments continued training online as the Office of the Fire Marshal enhanced its online course availability at the start of the pandemic. This emergency COVID relief funding provides support for increased access to training, support for fire code compliance inspections through virtual inspections, and equipment or other critical upgrades that are needed at the local level to support community risks during the pandemic and the switch to virtual training and inspections.

<insert a copy of the letter of intent from the municipality to outline proposed use of funds>

SCHEDULE “D”

BUDGET

Funding will be provided to the City of Kawartha Lakes upon execution of this Agreement. The funds will need to be spent by the municipality by August 1, 2021.

SCHEDULE “E”

REPORTS

As a condition of the Municipal Fire Protection Grant, a report back to the Office of the Fire Marshal must be received by September 1, 2021 to outline how the grant was utilized at the department level.



Council Report

Report Number: HS2021-003
Meeting Date: April 20, 2021
Title: Physician Recruitment Reserve Request
Author and Title: Rod Sutherland, Director of Human Services

Recommendation(s):

That Report HS2021-003, **Physician Recruitment Reserve Request**, be received; and

That payment of up to \$48,500 to the Kawartha Lakes Health Care Initiative (KLHCI) be authorized from the Doctor Recruitment Reserve to support a Physician Return of Service Agreement executed by KLHCI.

Department Head: _____

Financial/Legal/HR/Other: _____

Chief Administrative Officer: _____

Background:

The City maintains a Doctor Recruitment Reserve, which it uses to provide funding to the Kawartha Lakes Health Care Initiative (KLHCI) to support the cost of Return of Service agreements with newly recruited physicians.

Rationale:

On March 29, 2021, the KLHCI submitted a request for funds from the Doctor Recruitment Reserve in the amount of \$48,500 to support a Return of Service Agreement with Dr. Baldeep Paul. Dr. Paul has assumed the practice of Dr. Peter Anderson, who retired this month.

All funding to physicians under a Return of Service Agreement is a loan, forgivable upon meeting the service terms of the agreement.

Alignment to Strategic Priorities

The ongoing recruitment and retention of family physicians is a specific strategic goal to support improving the health and well-being of residents.

Financial/Operation Impacts:

The Doctor Recruitment Reserve was established by Council to support these recruitment incentives. The reserve has a current available balance of \$222,500.

Consultations:

City Treasurer
Kawartha Lakes Health Care Initiative

Department Head email: rsutherland@kawarthalakes.ca

Department Head: Rod Sutherland

Council Report

Report Number: ENG2021-008
Meeting Date: April 20, 2021
Title: Request for Speed Posting – Thomas Drive, Beechnut Street, Elm Street and Jarvis Street
Description: Request for posting of speed limit
Author and Title: Joseph Kelly, Senior Engineering Technician

Recommendation(s):

THAT Report ENG2021-008 **Request for Speed Posting – Thomas Drive, Beechnut Street, Elm Street and Jarvis Street** be received; and

That the speed limit of Thomas Drive from a point 150m west of Crane Bay Road to Beechnut Street be posted at 40 km/h; and

That the speed limit of Beechnut Street from Elm Street to the east end be posted at 40 km/h; and

That the speed limit of Elm Street from the south end to the north end be posted at 40 km/h; and

That the speed limit of Jarvis Street from the south end to Beechnut Street be posted at 40 km/h; and

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

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

Department Head: _____

Financial/Legal/HR/Other: _____

Chief Administrative Officer: _____

Background:

At the Council Meeting of September 15, 2020, Council adopted the following resolution:

CC2020-256

That the petition received from Blake Clarke and Bonnie Clarke, regarding **a speed limit reduction on Thomas Drive**, be received and referred to Staff for review and report back by the end of Q2, 2021

This report addresses that direction.

Thomas Drive feeds into and is part of a small shoreline community which also includes Beechnut Street, Elm Street and Jarvis Street. A key map can be seen in Appendix B.

Rationale:

Shoreline communities such as this are considered a built-up area where posting speed limits is appropriate.

CKL Engineering follows The Transportation Association of Canada's (TAC) "Guidelines for Establishing Posted Speed Limits" as part of its formal speed reduction warrant process. The TAC guide recommends a road risk method to determine appropriate speed limits according to road engineering characteristics, geometry, roadside environment, classification, land use, access/intersection density, and vulnerable road users. This guide along with good engineering judgment represents a consistent, repeatable, and defensible method of determining speed limits.

When considering all the roads within this built up area using the TAC Speed Guidelines, the recommended posted speed limit is 40 km/hr. This is in keeping with CKL best practices as exemplified by the speed limits on other shoreline community roads. Completed TAC speed limit forms can be seen in Appendix C.

As a result of the justification review carried out by staff, it is recommended that a 40 km/hr speed zone be established on Thomas Drive from a point 150m west of Crane Bay Road to Beechnut Street, On Beechnut Street from Elm Street to the east end, on Elm Street from the north end to the south end, and on Jarvis Street from the south end to Beechnut Street.

Other Alternatives Considered:

N/A

Alignment to Strategic Priorities

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.

Financial/Operation Impacts:

N/A

Consultations:

N/A

Attachments:

Appendix A – Petition



Adobe Acrobat
Document

Appendix B – Key Map



Adobe Acrobat
Document

Appendix C – Completed TAC Speed Guideline Forms



Adobe Acrobat
Document

Department Head email: irojas@city.kawarthalakes.on.ca

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

Department File: Engineering

Person Submitting the Petition


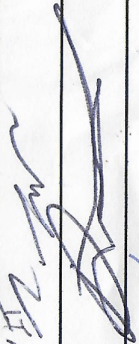




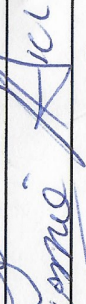


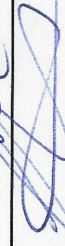


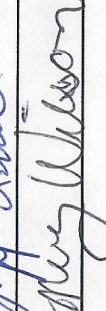
Name:	BONNIE & BLAKE CHARKE
Address:	69 THOMAS DRIVE, FENELON FALLS, K0M 1N0
Phone:	705-887-3753

Petition

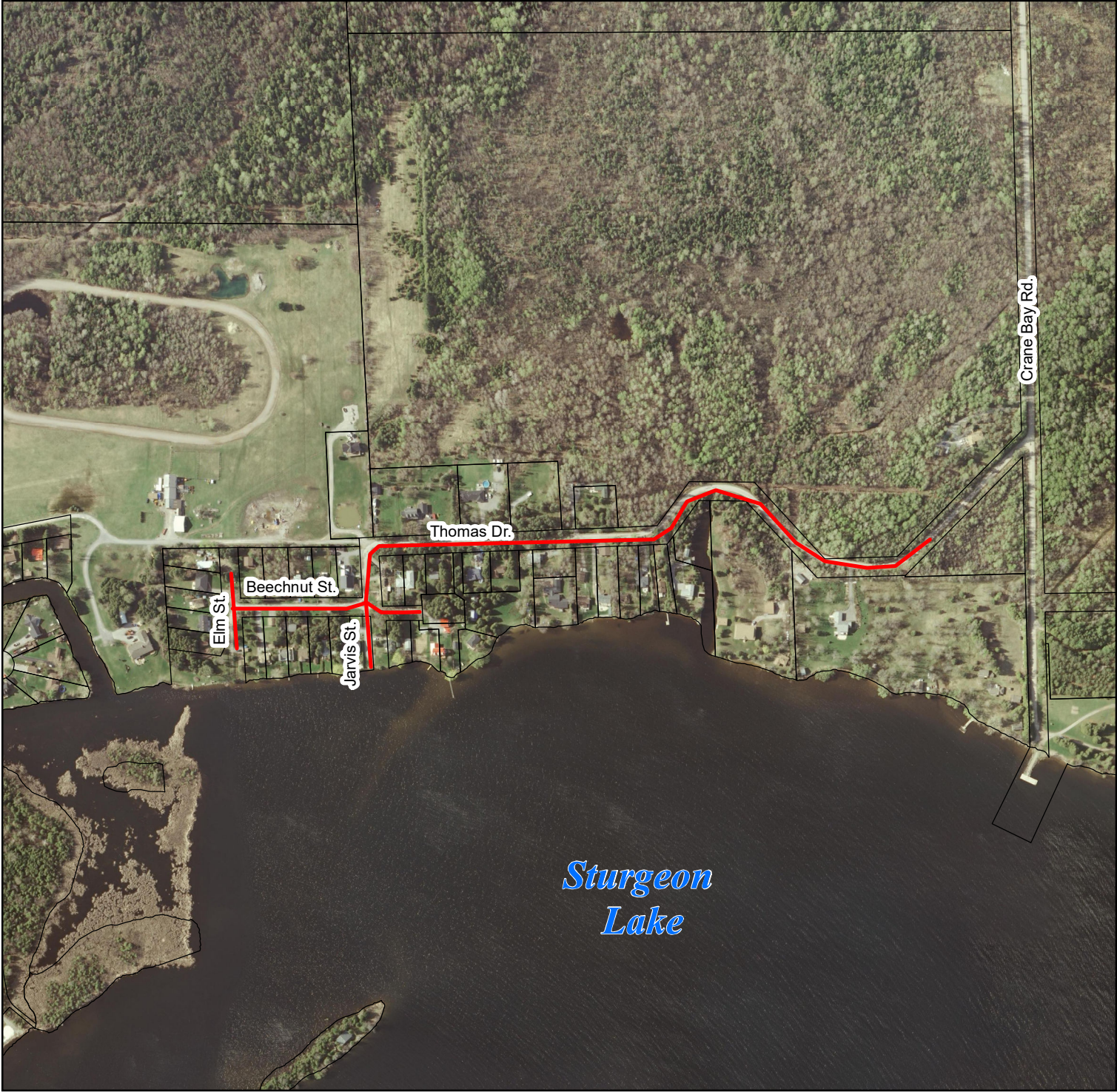
To: the Council of the City of Kawartha Lakes, 26 Francis Street, Lindsay, ON K9V 5R8.

We the undersigned, petition the Council of the City of Kawartha Lakes as follows:

SPEED LIMIT REDUCTION FOR THE ENTIRETY OF THOMAS DRIVE
THE PRESENT SPEED LIMIT ON THOMAS DRIVE IS CURRENTLY
80 KM/HR. MANY FULL TIME AND SUMMER RESIDENTS ARE
REQUESTING THE SPEED LIMIT BE REDUCED TO 40 KM/HR.

#	Name	Contact Information	Signature
1	ATHOL HART	97 THOMAS DR. 705-887-3411 dcedardiscussus@yahoo.com	
2	BETH HART	97 THOMAS DR. sinyardbeth@gmail.com	Beth Hart
3	TIM COSULICH	683 THOMAS timotlycosulich@201	
4	Brad & Amanda	34 Rideout Rd fenshorhillym	
5	Karen Raguany	99 Thomas Dr	
6	Roger Raguany	99 Thomas Dr	
7	DAVID HILL	10 Elm St	
8	Connie Hill	10 Elm St	
9	Troy Simson	2 Elm St	
10	Wanda Lee	2 Elm St	
11	Gray Porter	78 THOMAS DR	
12	Jeff Porter	" " "	
13	JEFF LEONARD	92 THOMAS DR	
14	Emily Wilson	60 Thomas Dr.	

Signatories to a Petition are deemed to have waived any expectation of privacy as a result of the record being created for review by the general public. Questions about the collection and disclosure of personal information contained in this petition should be directed to the Office of the City Clerk at 705-324-9411 extension 1295 or 1322. All signature pages submitted must include the petition request for the signatures to be considered valid.

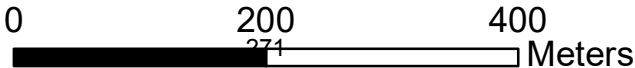


Map produced by the City of Kawartha Lakes Engineering Department with data obtained under license. Reproduction without permission is prohibited.

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 40 km/h
speed posting from unposted



Projection: Transverse Mercator
Coordinate System: NAD83, Zone 17
Aerial Imagery: 2008

Council Report

Report Number: ENG2021-009
Meeting Date: April 20, 2021
Title: Request for Traffic Calming – Glengarry Road, Bethany
Description: Request for Traffic Calming
Author and Title: Joseph Kelly, Senior Engineering Technician

Recommendation(s):

Report ENG2021-009 **Request for Traffic Calming – Glengarry Road, Bethany** be received; and

That the current 50km/hr portion of Glengarry Road be included in the City Wide 40 Km Settlement Speed Area Zone initiative; and

That the electronic speed board be temporarily deployed on Glengarry Road after speed area changes are implemented; and

That appropriate warning signs for children/park, and pedestrians be installed as recommended in the Ontario Traffic Manual.

Department Head: _____

Financial/Legal/HR/Other: _____

Chief Administrative Officer: _____

Background:

At the Council Meeting of October 20, 2020, Council adopted the following resolution:

CW2020-151

That the Memorandum from Councillor Richardson, **regarding Traffic Calming on Glengarry Road, Bethany** be received;

That Glengarry Road in Bethany, Ontario be considered for addition to the Rural Traffic Calming 40km speed area; and

That staff be directed to review and consider options to improve the functionality of Glengarry Road in Bethany, Ontario and report back to Council by Q1 2021

This report addresses that direction. The memorandum can be seen in Appendix A.

From Weston Road to Riel Road, Glengarry Road is a rural, local road with an estimated annual average daily traffic (AADT) of 277 vehicles. The road is then considered a semi-urban, local road from Riel Road to the north end at Davis Street with an estimated AADT of 401 vehicles. Traffic estimates are from the latest Roads Needs Study. The current speed limit of both the rural and semi-urban sections is 50 km/hr while in a built up area (starting roughly 250m north of Weston Road to the north end at Davis Street). A key map can be seen in Appendix B

Rationale:

The east side of Glengarry Road is fully developed with residential and park use where the west side is sparsely developed. This can contribute to drivers behaving as if they are driving on a rural unposted speed road. It would be in keeping with the spirit of the recently passed City-Wide 40 km/hr Settlement Speed Area Zoning to include Glengarry Road.

Staff reviewed the current signage for the Glengarry Road and found it deficient in properly warning drivers of the presence of the park.

By including Glengarry Road in the 40 km/hr Settlement Speed Area Zone, it would be premature to implement other forms of traffic calming. The automated speed sign could be deployed after the implementation of the 40 km/hr Area Zone to help educate drivers of the change and to collect traffic data which could be helpful in future decisions.

As a result of the justification review carried out by staff, it is recommended that the parts of Glengarry Road which are currently posted at 50 km/hr be included in the City-Wide 40km/hr Settlement Speed Area Zone. The passing or amending of the speed by-law would not be required. After implementation, the electronic speed board should be temporarily deployed. It is recommended that park/children, and pedestrian signage be updated/installed as recommended in the Ontario Traffic Manual.

Other Alternatives Considered:

N/A

Alignment to Strategic Priorities

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.

Financial/Operation Impacts:

N/A

Consultations:

N/A

Attachments:

Appendix A – Council Memorandum



Adobe Acrobat
Document

Appendix B – Key Map



Adobe Acrobat
Document

Department Head email: jrojas@city.kawarthalakes.on.ca

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

Department File: Engineering



Council Memorandum

Date: October 6, 2020

To: Committee of the Whole

From: Councillor Richardson

Re: Traffic Calming on Glengarry Road, Bethany

Recommendation

That the Memorandum from Councillor Richardson, **regarding Traffic Calming on Glengarry Road, Bethany** be received;

That Glengarry Road in Bethany, Ontario be considered for addition to the Rural Traffic Calming 40 km speed area;

That staff be directed to review and consider options to improve the functionality of Glengarry Road in Bethany, Ontario and report back to Council by Q1 2021; and

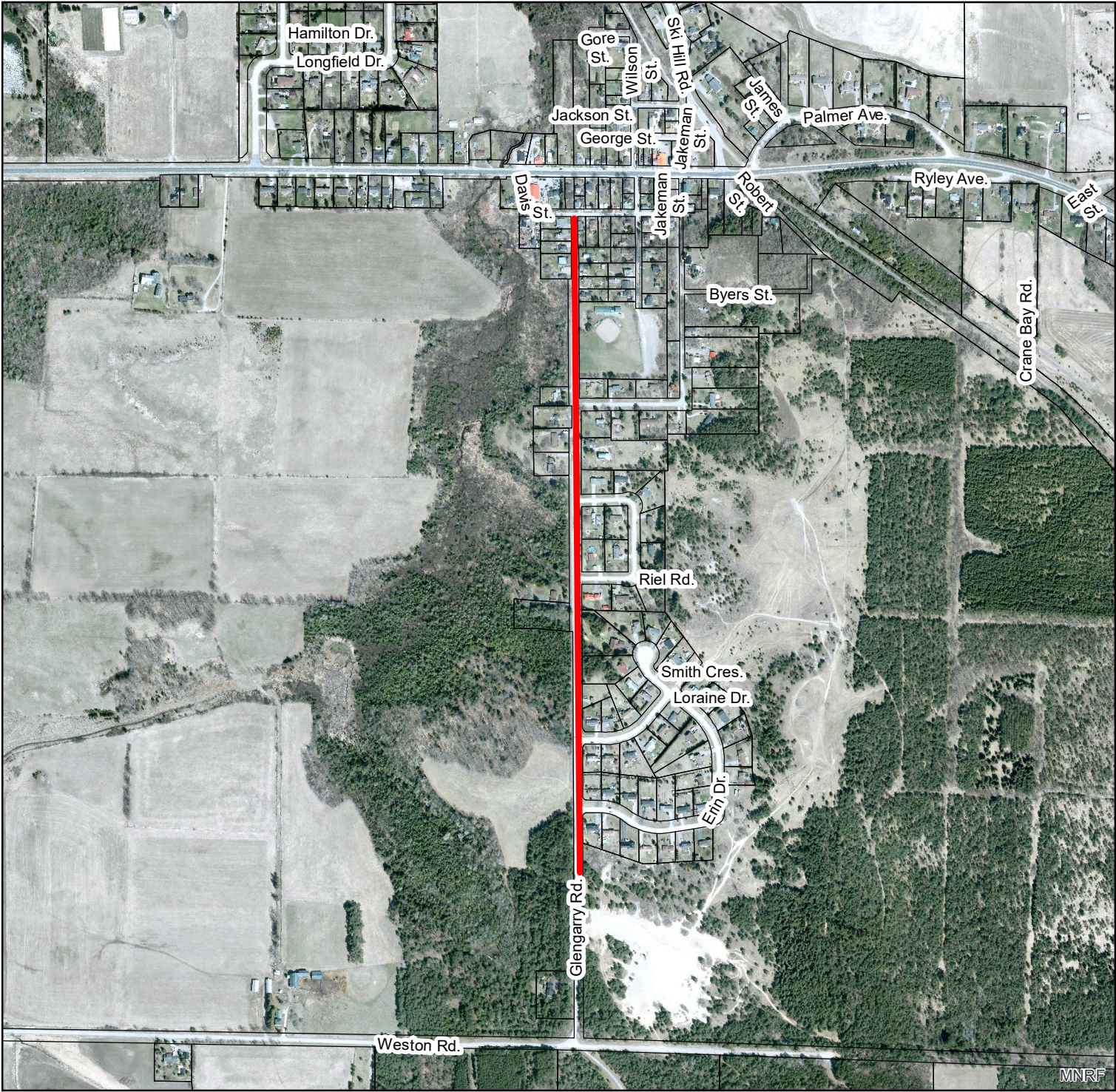
That this recommendation be forwarded to Council for consideration at the next Regular Council Meeting.

Rationale

Concerns regarding vehicular traffic speeds have increased with the installation of the new playground and park along Glengarry Road.

It is imperative that speeds are reduced along this road in order to protect the residents and children that frequent the park.

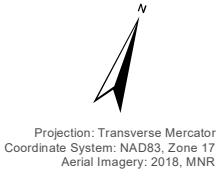
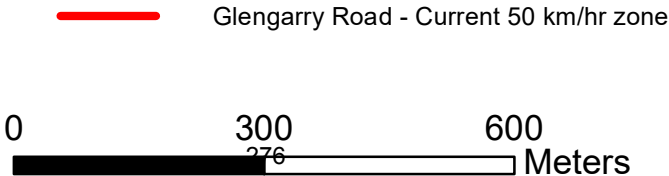
Request for Traffic Calming
Glengarry Road - Bethany



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The Corporation of the City of Kawartha Lakes

By-Law 2021-

A By-Law to Regulate the Placement of Election Signs in the City of Kawartha Lakes and Repeal By-law 2018-077

Recitals

1. Section 10 of the Municipal Act, 2001, provides that a single tier municipality may pass by-laws within the spheres of jurisdiction set out therein, inter alia structures, including fences and signs
2. Section 99 of the Municipal Act, 2001, sets out rules that apply to a by-law regulating advertising devices including signs.
3. Section 88.2 and 88.4 of the Municipal Elections Act, 1996, as amended, regulates Candidate signs and Third Party advertisements
4. Section 425 of the Municipal Act, 2001, establishes that any person who contravenes any by-law of the municipality or of a police services board, as the case may be, passed under the Act, is guilty of an offence;
5. Council deems it appropriate to regulate the placement of election signs.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2021-XXX.

Section 1.00: Definitions and Interpretation

“Area” means, when referring to the sign face area, the area of the sign face.

“By-Law” means this by-law, as it may be amended from time to time. The recitals to, and the schedules attached to this by-law are considered integral parts of it and enforceable as such.

“Campaign Headquarters” means a retail or commercial property where a registered candidate has set up an office to conduct an election campaign in compliance with all other applicable Municipal By-laws.

“Candidate” shall have the same meaning as in the Canada Elections Act, 2000, the Elections Act, 1990 (Ontario) or the Municipal Elections Act, 1996, as applicable, and shall be deemed to include a person seeking to influence other persons to vote for or against any question or by-law submitted to the electors under section 8 of the Municipal Elections Act, 1996, S.O. 1996, c.32, as amended.

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

“City Clerk” means the person within the administration of the City which fulfils the function of the City Clerk as required by the Municipal Act 2001 S. O. 2001 c.25 or his/her designate.

“Council” means the municipal council for the City.

“Curb” means a concrete edge or border of a roadway.

“Display” shall mean, but is not limited to, erect, affix, attach, place or maintain or cause or permit to be erected, affixed, attached, placed or maintained.

“Driveway” means the improved land on a road which provides vehicular access from the roadway to adjacent land;

“Election” shall mean any federal, provincial or municipal election, including by-elections, and any referendum, question or by-law submitted to the electors and includes an election to a local board or commission.

“Election Sign” shall mean any sign, image, words, picture, device, notice or visual medium, or any combination thereof, including without limitation, any poster, placard, bulletin, banner, wearables such as hats, shirts and buttons or vehicle wrap, which identifies, depicts, promotes, advertises or provides information about;

- a) an individual who is a candidate; or
- b) a question or by-law submitted to electors; or

Promotes recognition of or influences persons to vote for or against any candidate or any question or by-law submitted to electors.

For the purpose of clarification, “Election Sign” includes “Vehicle Sign”, and “Ground Mounted Sign” .

“Ground Mounted Sign” means an election sign or election sign structure upheld by one or more supports constructed or driven into or onto the ground.

“Highway” shall have the same meaning as the Highway Traffic Act, R.S.O. 1990, c.H.8, and includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct, or trestle, any part of which is intended for, or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof. This definition does not include Provincial Highways 7, 7A, 35, and 115, which shall be regulated exclusively by the Ministry of Transportation.

“Median Strip” means the portion of a highway so constructed as to separate traffic travelling in one direction from traffic travelling in the opposite direction by a physical barrier or a raised or depressed paved or unpaved separation area that is not intended to allow crossing vehicular movement and includes a central island in a roundabout.

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

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

“Place” means the attachment, installation, erection, displaying, affixing or alteration of a sign.

“Police” means a chief of police or other police officer as defined in the Police Services Act, 1990.

“Public Property” means property owned by or under the control of the City of Kawartha Lakes or any of its agencies, boards or commissions, including but not limited to public highways, bridges, curbs, driveways, median strips, public utility poles, shoulder, sidewalk, traffic control device, utility pole regardless of whether the pole is owned by or under the control of the City.

“Public Utility Pole” means a pole owned or controlled by an entity which provides a municipal or public utility service, including the City, Cogeco, Bell Canada, Hydro One and any subsidiaries.

“Shoulder” means that part of the road immediately adjacent to the roadway and having a surface which has been improved for the use of vehicles with asphalt, concrete or gravel.

“Sidewalk” includes but is not limited to all parts of a road set aside for the use of pedestrians.

“Sign” means any surface upon which there is printed, projected or attached any announcement, declaration, or insignia used for direction, information, identifications, advertisement, promotion or promotion of products, activity or services, and includes a structure, whether in a fixed location or designed to be portable or capable of being relocated, or part thereof specifically designed for the foregoing uses. Furthermore, this includes flags, banners, posters, placard, advertising devices or any object intended for advertising purposes.

“Vehicle Sign” shall mean any form of Election Sign displayed in or on a vehicle or trailer.

“Sign Face” means that portion of the sign, excluding the supporting structure, where copy can be placed and may include both sides of the sign.

“Sign Height” means the vertical distance from the base at finished grade to the top of the highest attached component of the sign.

“Third Party Advertisement” shall mean an advertisement in any broadcast, print, electronic or similar medium that has a purpose of promoting, supporting or opposing a candidate, or a “yes” or “no” answer to a question on the ballot.

“Registered Third Party” shall mean an individual, corporation, or trade union that is registered as a third party advertiser with the City Clerk or applicable Returning Officer.

“Traffic Control Device” means a sign or pavement marking installed by the City for the purpose of regulating or guiding traffic and pedestrians, and includes traffic control signals.

“Utility Pole” includes, but is not limited to, hydro poles, street light poles, telephone poles or other sign poles containing regulatory signs such as parking and fire route.

“Voting Location” shall mean a city facility where voting equipment is available and advertised for use for electors to cast their vote and shall include the entire property upon which the voting location is established. For the purposes of this By-law, Kawartha Lakes City Hall, including the surrounding parking lot, located at 26 Francis Street, Lindsay, Ontario, shall be considered as a voting location.

1.01 Interpretation Rules:

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

Section 2.00: Election Signs – General Provisions

2.01 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.

2.02 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.

2.03 Precedence: Notwithstanding the provisions of this by-law, all election signs shall conform to any signage, advertising, or financial regulations of the Municipal Elections Act, 1996, or relevant Federal or Provincial Act or Statute.

- 2.04 Terminology:** No person shall falsely imply incumbency as a candidate who does not currently hold that same office. The following terms are hereby restricted for usage on election signs or political advertising, except where the defined criteria is met:
- a) **Incumbent** shall only be used if the candidate holds the current office, regardless of whether the individual was appointed or elected.
 - b) **Re-Elect** shall only be used if the candidate holds the current office by election (not-appointment) and is seeking an additional consecutive term for the same office. This term shall not be used by candidates seeking election to a different ward divided seat or office on the Council or Local Board than the office they currently hold (Example: An incumbent Councillor for Ward 1, shall not use the term 're-elect' if running for election to the same Council in Ward 2).
 - c) **Elect-Again** may be used if the candidate was elected to the same office in the past, but is not the incumbent. If ward boundaries or electoral division boundaries have changed since the last time the candidate held office, the candidate shall only use the term 'elect-again' if the majority of the former geographic area of the office they previously held is contained within the current geographic area of the office they are currently a candidate for.
- 2.05: Corporate Resources:** No election sign shall display any active or inactive logo, slogan, tagline, crest, or seal used by City of Kawartha Lakes, or its predecessor municipalities.

Section 3.00: Election Signs – Public Property

- 3.01 General:** No person shall at any time place an election sign, or cause an election sign to be placed, in any public park, trail or on any property owned or occupied by the City of Kawartha Lakes or any local board except as permitted by this by-law.
- 3.02 Highways:** A person may place or cause to be placed an election sign on a highway in accordance with the following regulations:
- a) **Placement Period:** Placement of election signs along highways or public property, are only permitted during the period 60 days prior to voting day.
 - b) **Visibility:** The election sign shall not be placed so as to obstruct the visibility of pedestrians, vehicles, traffic control devices or other regulatory signage, as determined by the City, whose decision shall be final.
 - c) **Maximum Sign Size:** The sign area of the election sign shall not exceed 1.5 square metres per side.
 - d) **Maximum Sign Height:** The height of election signs shall not exceed 2.0 metres above the surrounding ground.

- e) **Separation Distance:** There shall be a 1 metre separation distance between all election signs when placed in parallel. Where election signs are placed in series, there shall be a minimum of 5 metres separation between signs. Signs shall not be placed directly in front of other lawfully placed signs where the majority of the sign face is obstructed.
- f) **Sidewalk:** No portion of the election sign shall be placed within 0.5 metres of the edge of a sidewalk;
- g) **Shoulder:** Election signs placed on a road without a curb shall be placed at least 1.0 metre outside of the edge of the paved or gravel road shoulder and shall not impede the visibility of pedestrians or traffic;
- h) **Curb:** No portion of the election sign shall be placed in a boulevard closer than 1.0 metre from the back of a curb and shall not impede the visibility of pedestrians or traffic;
- i) **Travelled Portion of Highway:** Where there is no sidewalk or shoulder or curb, no portion of the election sign shall be closer than 3.0 metres of the edge of the travelled portion of the highway;
- j) **Driveways:** No portion of the election sign shall be placed within 5.0 metres of the edge of a driveway;
- k) **Intersections:** No portion of the election sign shall be placed within 15.0 metres of an intersecting highway as measured from the curb of the intersecting highway, or if there is no curb, as measured from the edge of the travelled portion of the intersecting highway;
- l) **Highways fronting City Facilities:** No election sign shall be placed on either side of a public highway fronting or alongside any property owned and/or operated by the City or Local Board, including municipal offices, facilities, libraries, fire stations, schools, and community halls, except on private property;
- m) **Attachment to Existing Roadside Infrastructure:** No election sign shall be affixed to a permanent official highway sign, signal or support, guardrail or other roadway structure;
- n) **Traffic Signs and Signals:** No election sign shall obstruct the view of any official traffic sign or signal, or resemble any official traffic sign or signal;
- o) **Emergency Routes:** No person shall erect, cause to permit to be erected an election sign that may obstruct or impede any exit routes or escapes or impede free access of emergency vehicles;
- p) **Other Public Property:** No person shall attach an election sign to a public utility pole, light standard, any official sign or official sign structure, utility box, public bus shelter, planter, bench, waste receptacle, newspaper box, or mail box on a highway; and
- q) **Fences:** No person shall place or cause to be placed an election sign on a boundary line fence or noise attenuation wall which is located on public property.

- r) **Bridges:** No person shall place an election sign on, under, or affixed to any City owned bridge structure.
- s) **Jurisdiction:** election signs for candidates shall only be placed within the geographic jurisdiction of the office of election, with the sole exception being vehicle signs

3.03 Quality of Election Signs on Highways: All election signs placed on highways in accordance with section 3.02 shall be:

- a) Stable (being able to withstand adverse weather conditions);
- b) Vertical and upright;
- c) Legible;
- d) Made of resilient quality materials;
- e) Not faded, soiled, or unreadable at time of installation
- f) Installed in a cautious and safe manner; and
- g) Produced and printed in a manner accepted as good workmanship in the trades concerned (Homemade and handmade signs shall only be placed on private property)

3.04 Median Strips – Including Victoria Avenue, Lindsay: The following regulations apply to election signs placed in median strips:

- a) No more than 5 (five) election signs may be placed on any single curb-separated median strip island;
- b) Only 1 (one) election sign per candidate or registered third party may be placed on any single curb-separated median strip island;
- c) No portion of the election sign shall be placed within 5.0 metres of an intersecting highway as measured from the curb of the intersecting highway;
- d) Election signs placed in a median strip shall not have a sign height greater than 1 metre;
- e) The City, or Festival and Event Organizers are not responsible for election signs that are moved, damaged, or destroyed during City-Authorized temporary closures of Victoria Avenue for events and festivals, or during regularly scheduled City conducted grass cutting or landscaping; and
- f) All other regulations of section 3.02 and 3.03 shall apply, unless specifically regulated in this section.

Section 4.00: Election Signs – Private Property

4.01 Private Property – Residential Zones: A person may place or cause to be placed an election sign on private property in residential zones (including agricultural, rural, seasonal and waterfront lands where a residential dwelling unit is located) in accordance with the following regulations:

- a) **Consent:** The owner or occupant of the lands has given consent.

- b) **Placement Period:** Placement of election signs along private property, are only permitted between the date of nomination of the candidate (or registration of a registered third party), and the day after election day.
 - c) **Maximum Sign Size on lot with Residential Building:** The election sign shall not exceed 0.75 square metres, unless specifically permitted elsewhere in this section.
 - d) **Maximum Sign Size on lot without Residential Building:** The election sign shall not exceed 2.0 square metres where the election sign is erected on private property where no residential building exists.
 - e) **Rear Lot Lines:** Where an election sign is erected on public lands abutting the rear lot line of a residential property, the consent of the owner or occupant shall not be required and the maximum size of an election sign shall be 2.0 square metres.
 - f) **Visibility:** Election signs shall not restrict any sightline of a pedestrian or vehicle on a public highway.
 - g) **Maximum Number of Signs:** No more than two (2) election signs per candidate are permitted on any one piece of land zoned residential.
 - h) **Intersections:** No portion of the election sign shall be placed within 15.0 metres of an intersecting highway as measured from the curb of the intersecting highway, or if there is no curb, as measured from the edge of the travelled portion of the intersecting highway.
- 4.02 Private Property – Other than a Residential Zone:** No person shall place or cause to be placed an election sign in any zone except for residential zones unless it complies with this by-law, and provided that,
- a) election signs with a maximum size of 2.0 square metres shall only be erected or installed on private property and with the consent of the owner or occupant of such property.
 - b) no more than three (3) election signs per candidate are permitted on any one piece of land zoned other than residential.
- 4.03 Campaign Headquarters:** No person shall erect, attach, display, place or cause to be erected, attached, displayed or placed an election sign at campaign headquarters prior to the candidate having filed his/her nomination papers and paid the required filing fee and in accordance with Section 2.13. Candidates may display 2 (two) additional signs to the respective limits in sections 4.01(g) and 4.02(b) at a Campaign Headquarters.

Section 5.00: Vehicle Signs

- 5.01 Regulation:** No person shall display a Vehicle Sign except in accordance with all provisions of this By-law.
- 5.02 Area:** The total area of Vehicle Sign(s) displayed on any one vehicle shall not exceed 1.5 m².

- 5.03 Business Related Vehicle Signs:** Notwithstanding anything else contained in this By-law, no person shall be prohibited from displaying a business-related sign provided that:
- a) Such business operation is duly registered or incorporated as required by all applicable laws and has filed a Federal income tax return for the preceding two years and / or has met the requirements of the Canada Revenue Agency as a self-employed person;
 - b) Such sign is limited to providing only information related to the business; and
 - c) Such sign is not used in the course of campaigning or advocacy in relation to any Election or otherwise for the purpose of, or with the intent of promoting such person in an election.
- 5.04 Campaigning:** For the purposes of this section, “campaigning or advocacy in relation to any Election” includes but is not limited to:
- a) Door-to-door visits to electors;
 - b) Distribution of any printed material, Election Signs or paraphernalia; and
 - c) Public appearances, related to any Election.
- 5.05 Parking at Public Facilities:** No vehicle sign shall be placed or parked at any premises used as a voting location including the City Hall parking lot, and the roadside parking spaces abutting City Hall on Cambridge Street, and Francis Street.

Section 6.00: Election Sign - Removal

- 6.01 Removal:** Where election signs, including third party advertising, have been posted in contravention of this by-law or any other by-law the City may:
- a) Notify the owner, candidate or their official agent to repair or remove the sign, or take the necessary action to make the sign comply with the provisions of this by-law; or
 - b) Remove the sign.
- 6.02 Immediate Removal:** In the case of an immediate safety hazard, a sign that is erected or displayed in violation of this by-law, the City may cause the sign to be removed immediately without notice.
- 6.03 Temporary Storage:** Where a sign is removed in accordance to section 6.01 and 6.02 it shall be stored at one of the Public Works Depots until claimed by an owner, candidate or official agent and shall be subject to fees and/or destruction in accordance with this by-law.

- 6.04 Removal Following Election Day:** Every candidate and third party advertiser shall ensure that all election signs are removed no later than five (5) days following the voting day of the election.
- Signs remaining will be removed by the City and held at one of the Public Works Depots.
 - The City is not responsible for signs stored at the Public Works Depots.
- 6.05 Disposal:** The City may dispose of any election signs including third party advertising which are left at a Public Works Depot ten (10) days following voting day of the election without compensation to the candidate, their official agent or third party advertiser.
- 6.06 Fees:** Disposal fees shall be charged to the candidate or third party advertiser for each sign that has not been retrieved from the Public Works Depot after ten (10) days following voting day as follows:
- \$20.00 for each sign payable to the City of Kawartha Lakes. Amounts owing under this By-law, may be recovered by legal action or in a like manner as municipal taxes.
 - Any signs stored as per section 6.03 shall incur a daily storage charge fee of X, until claimed by an owner, candidate or official agent or until disposed of as per 6.05 following voting day of the election. These fees may be recovered by legal action or in a like manner as municipal taxes.
- 6.07 Removal of Election Signs on Highways fronting Private Property:** A property owner or tenant may remove without damage any lawfully or unlawfully placed election sign on the part of the highway abutting the front lot line of that property owner's or tenant's private property, and the travelled portion of the road. The person removing the sign shall immediately contact the candidate or registered third party upon removal. A property owner shall not remove an election sign lawfully placed by a tenant on their property.

Section 7.00: Third Party Advertising

- 7.01 Regulation:** In accordance with the Municipal Elections Act, 1996 a Third Party Advertisement shall include the following on all Election Sign(s) displayed within the municipality:
- The name of the Registered Third Party;
 - The Municipality where the Registered Third Party is registered; and,
 - A telephone number, mailing address **or** email address at which the Registered Third Party may be contacted regarding the advertisement.

Section 8.00: Administration, Complaints, and Violations

- 8.01 Administration:** The City Clerk is responsible for the administration of this by-law.
- 8.02 Violation Complaints:** All complaints of violations of this by-law are to be received through Municipal Law Enforcement by calling, email or using the online tool Report IT.
- 8.03 Reporting Criminal Activity:** All complaints of theft, damaged or vandalized election signs, or any other criminal activity relating to election signs shall be reported to the Police.

Section 9.00: Penalty and Offence

- 9.01 Offence – Provincial Offences Act:** Every person who contravenes any provision of this by-law is guilty of an offence and upon conviction is liable to a fine as provided for by the Provincial Offences Act, R.S.O. 1990, Chapter P.33, as amended.
- 9.02 Offence – Municipal Act:** Every person who contravenes any provision of this by-law is guilty of an offence and upon conviction is liable to a maximum fine of not more than \$100,000.00, as provided for by Section 429 of the Municipal Act, 2001, S.O. 2001, Chapter 25, as amended.
- 9.03 Directors and Officers of Corporations:** 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, Chapter 25, as amended.
- 9.04 Conviction:** 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.
- 9.05 Enforcement:** Municipal Law Enforcement Officers, City Employees with Delegated Authority, Police, or the City Clerk (or his or her designate) may enforce this by-law.

Section 10.00: By-law to be Repealed

- 10.01 Repeal:** By-law 2018-077 is hereby repealed.

Section 11.00: Short Title of By-law

11.01 Short Title: This by-law may be referred to as the “Election Sign By-law”.

Section 12.00: Effective Date

12.01 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 XX day of XXX, 2021.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

The Corporation of the City of Kawartha Lakes

By-Law 2021-____

A By-law to Authorize the Acquisition of Land to Complete Lorneville Road, in the City of Kawartha Lakes

Authorize the Acquisition of Part of the north half of Lot 5, Concession 9, further described as Part 1 on 57R-10869, in the Geographic Township of Eldon, City of Kawartha Lakes to complete the connectivity of Lorneville Road.

Recitals

1. The acquisition of Part of the north ½ of Lot 5, Concession 9, further described as Part 1 on 57R-10869, in the Geographic Township of Eldon was approved by Council on April 20, 2021.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2021-__.

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:** 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: Acquisition of Land

2.01 **Acquisition:** The parcel of land, more particularly described as Part of the north half of Lot 5, Concession 9, further described as Part 1 on 57R-10869, in the Geographic Township of Eldon, City of Kawartha Lakes, be acquired by the City of Kawartha Lakes for nominal consideration, the owner of 283 Hartley Road, in the Geographic Township of Eldon is responsible for all fees associated with the transactions including the City of Kawartha Lakes' legal fees.

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-law read a first, second and third time, and finally passed, this 20th day of April, 2021.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

The Corporation of the City of Kawartha Lakes

By-Law 2021 -

A By-law to Amend the Township of Ops Zoning By-law No. 93-30 to Rezone Land within the City Of Kawartha Lakes

[File D06-2021-003, Report PLAN2021-015, respecting Registered Plan 383, Lots 61 to 68, 80 to 91, 94 to 116, 142 to 152 and Part of Lot 93, designated as Part 208, 57R-9054; Part of Lot 25, Concession 5, Geographic Township of Ops, identified as Vacant Land on Carew Boulevard – Burcar Investments Ltd.]

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 amend the development standards for lot coverage and front yard setback on the subject 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 2021-__.

Section 1:00 Zoning Details

1.01 **Property Affected:** The Property affected by this by-law is described as Registered Plan 383, Lots 61 to 68, 80 to 91, 94 to 116, 142 to 152 and Part of Lot 93, designated as Part 208, 57R-9054; Part of Lot 25, Concession 5, Geographic Township of Ops, City of Kawartha Lakes.

1.02 **Textual Amendment:** By-law No. 93-30 of the Township of Ops is further amended to add the following section to Section 7.3:

‘7.3.5 Residential Exception Five (R-5) Zone

Notwithstanding the zone provisions in the Residential (R) Zone, on lands zoned Residential Exception Five (R-5) Zone, the following shall apply:

Zone Provisions

Lot Area (minimum)	360 sq. m.
Lot Frontage (minimum)	12.0m
Min. Front Yard Setback	6.0m
Min. Exterior Side Yard Setback	3.0m
Min. Interior Side Yard Setback	1.25m

Min. Rear Yard Setback	7.5m
Maximum Building Height	10.5m
Maximum Lot Coverage for all Buildings	45%

In all other respects the provisions of the Residential (R) Zone shall apply.'

- 1.03 **Schedule Amendment:** Schedule 'A' to By-law No. 93-30 of the Township of Ops is further amended to change the zone category from the 'Residential Exception Two Holding Two [R-2(H2)] Zone' to the 'Residential Exception Five (R-5) Zone' for the land referred to as 'R-5', as shown on Schedule 'A' attached to this By-law.

Section 2:00 Effective Date

- 2.01 **Effective Date:** This By-law shall come into force and take effect on the date it is finally passed, subject to the provisions of Section 34 of the Planning Act R.S.O. 1990, c.P.13.

By-law read a first, second and third time, and finally passed, this ** day of ***, 2021.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

THE CORPORATION OF THE CITY OF

KAWARTHA LAKES

THIS IS SCHEDULE 'A' TO BY-LAW _____ PASSED

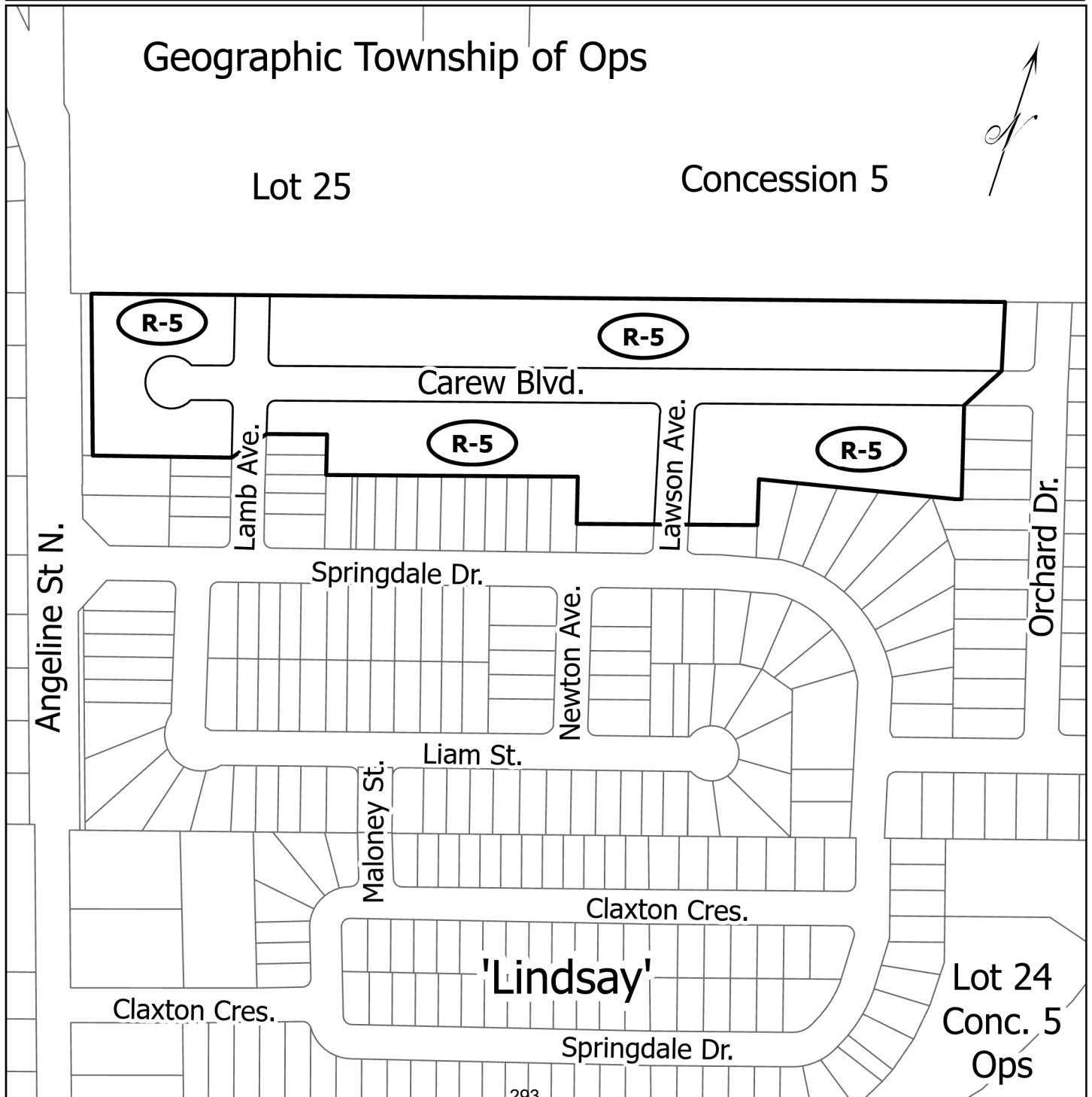
THIS _____ DAY OF _____ 2021.

MAYOR _____ CLERK _____

Geographic Township of Ops

Lot 25

Concession 5



The Corporation of the City of Kawartha Lakes

By-Law 2021 -

A By-Law To Amend The Town of Lindsay Zoning By-Law No. 2000-75 To Rezone Land Within The City Of Kawartha Lakes

File D06-2021-005, Report PLAN2021-017, respecting Part Lot 10, Block K, RP 1, Parts 1 & 2, 57R-3320, former Town of Lindsay, identified as 3 Pottinger Street – Kuipers

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 permit a five-unit residential dwelling with 5 parking spaces together with site specific zone provisions on the subject 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 2021-__.

Section 1:00 Zoning Details

- 1.01 **Property Affected:** The Property affected by this by-law is described as Part Lot 10, Block K, RP 1, Parts 1 & 2, 57R-3320, former Town of Lindsay, City of Kawartha Lakes.
- 1.02 **Textual Amendment:** By-law No. 2000-75 of the Town of Lindsay is further amended to add the following section to Section 9.3:

“9.3.20 RM1-S19 Zone

Notwithstanding the permitted uses and zone requirements for the RM1 zone, on land zoned RM1-S19, a five-unit dwelling shall be permitted and the following requirements shall apply:

- a. The minimum lot area per dwelling unit shall be 230 m²;
- b. The minimum easterly interior side yard shall be 2.9 m;
- c. The maximum lot coverage for all buildings shall be 40%;
- d. The maximum gross floor area as a % of lot area shall be 55%;
- e. Notwithstanding the development standards that apply to all parking lots and driveways in residential zones established in Section 5.12 j) x., a maximum of three (3) parking spaces shall be permitted in the front yard on a driveway with a maximum width of 15.24 m, inclusive of parking spaces.

- f. Notwithstanding the parking requirements established under subsection 5.12 k) i., a minimum of one (1) parking space per dwelling unit shall be provided and maintained on the lot;
- g. Notwithstanding the landscaping requirements established in subsections 5.14 e) and f), the subject land is exempt from the required landscaping strip; and
- h. Notwithstanding the permitted yard and setback encroachments for a residential zone established in subsection 5.24 vi), an open deck may extend a distance of not more than 1.8 m into a side yard setback area.”

1.03 **Schedule Amendment:** Schedule ‘A’ to By-law No. 2000-75 of the Town of Lindsay is further amended to change the zone category from the Residential Two (R2) Zone to the Residential Multiple One Special Nineteen [RM1-S19] Zone for the land referred to as ‘RM1-S19’, as shown on Schedule ‘A’ attached to this By-law.

Section 2:00 Effective Date

2.01 **Effective Date:** This By-law shall come into force and take effect on the date it is finally passed, subject to the provisions of Section 34 of the Planning Act R.S.O. 1990, c.P.13.

By-law read a first, second and third time, and finally passed, this ** day of ***, 2021.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

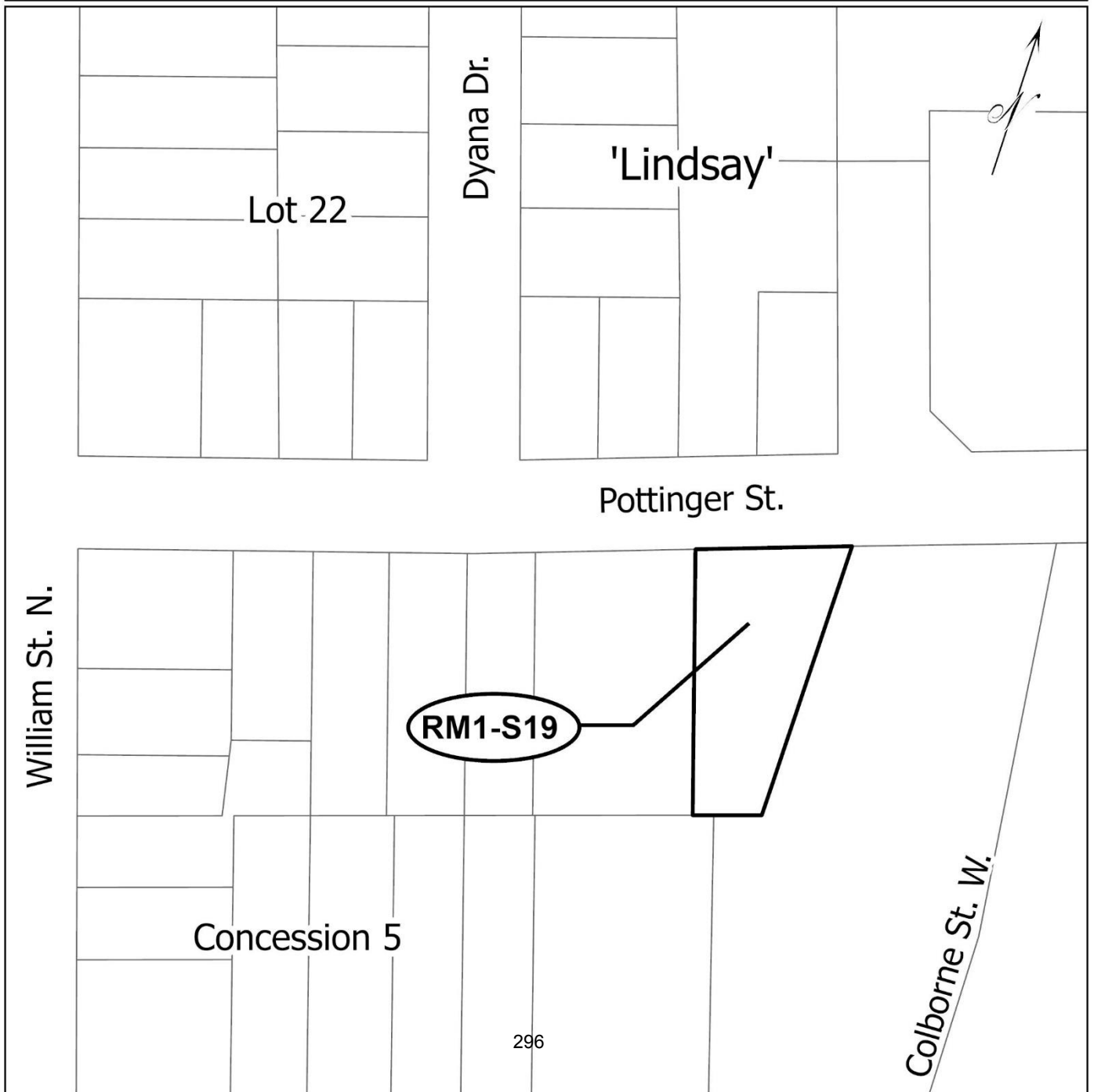
THE CORPORATION OF THE CITY OF

KAWARTHA LAKES

THIS IS SCHEDULE 'A' TO BY-LAW _____ PASSED

THIS _____ DAY OF _____ 2021.

MAYOR _____ CLERK _____



The Corporation of the City of Kawartha Lakes

By-Law 2021 -

A By-law To Temporarily Suspend The Application of Subsection 50(5) of the Planning Act For Certain Properties Within Kawartha Lakes

PIN # 63205-0540 (LT), PIN # 63205-0541 (LT), PIN # 63205-0865 (LT), PIN # 63205-0543 (LT), PIN # 63205-0866 (LT), PIN # 63205-0545 (LT), PIN # 63205-0546 (LT), PIN # 63205-0547 (LT), PIN # 63205-0570 (LT), PIN # 63205-0571 (LT), PIN # 63205-0572 (LT), PIN # 63205-0573 (LT), PIN # 63205-0574 (LT), PIN # 63205-0575 (LT), PIN # 63205-0576 (LT), PIN # 63205-0577 (LT), PIN # 63205-0578 (LT), PIN # 63205-0579 (LT), PIN # 63205-0580 (LT), PIN # 63205-0581 (LT), PIN # 63205-0582 (LT), PIN # 63205-0583 (LT), PIN # 63205-0584 (LT), PIN # 63205-0585 (LT), PIN # 63205-0586 (LT), PIN # 63205-0587 (LT), PIN # 63205-0588 (LT), PIN # 63205-0589 (LT), PIN # 63205-0590 (LT), PIN # 63205-0591 (LT), PIN # 63205-0592 (LT), PIN # 63205-0618 (LT), PIN # 63205-0619 (LT), PIN # 63205-0620 (LT), PIN # 63205-0621 (LT), PIN # 63205-0622 (LT), PIN # 63205-0623 (LT), PIN # 63205-0624 (LT), PIN # 63205-0625 (LT), PIN # 63205-0626 (LT), PIN # 63205-0627 (LT), PIN # 63205-0628 (LT), PIN # 63205-0558 (LT), PIN # 63205-0559 (LT), PIN # 63205-0560 (LT), PIN # 63205-0561 (LT), PIN # 63205-0562 (LT), PIN # 63205-0563 (LT), PIN # 63205-0564 (LT), PIN # 63205-0565 (LT), PIN # 63205-0566 (LT), PIN # 63205-0567 (LT), PIN # 63205-0568 (LT), PIN # 63205-0569 (LT) & PIN # 63205-0829 (LT)

Recitals:

1. Council has received a request to suspend the application of Subsection 50(5) of the Planning Act against certain property, and considers that request reasonable.
2. Pursuant to Subsection 51(4) of the Planning Act, The Corporation of the City of Kawartha Lakes is the approval authority for an application to suspend Subsection 50(5) to certain lands.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2021-__.

Section 1:00 Definitions and Interpretation

1.01 Definitions: In this by-law:

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

- (b) **“City”, “City of Kawartha Lakes” or “Kawartha Lakes”** means The Corporation of the City of Kawartha Lakes and includes its entire geographic area.
- (c) **“City Clerk”** means the person within the administration of the City, which fulfils the function of the City Clerk as required by the Municipal Act, 2001, S.O. 2001, c.25.
- (d) **“Council”** means the municipal council for the City.
- (e) **“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.

1.02 Interpretation Rules:

- (a) Whenever 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 in the circumstances.
- (b) References to items in the plural include the singular, as applicable
- (c) The word “include” is not to be read as limiting the phrase or descriptions that precede it.
- (d) The recitals, and any schedules to this By-law are integral parts of it.

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

1.04 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this By-law to be illegal or unenforceable, that portion of this By-law 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 Zoning Details

2.01 Property Affected:

PIN # 63205-0540 (LT) – Lot 61, Plan 383; Kawartha Lakes.
 PIN # 63205-0541 (LT) – Lot 62, Plan 383; Kawartha Lakes.
 PIN # 63205-0865 (LT) – Lot 63, Plan 383; Kawartha Lakes.
 PIN # 63205-0543 (LT) – Lot 64, Plan 383; Kawartha Lakes.
 PIN # 63205-0866 (LT) – Lot 65, Plan 383; Kawartha Lakes.
 PIN # 63205-0545 (LT) – Lot 66, Plan 383; Kawartha Lakes.
 PIN # 63205-0546 (LT) – Lot 67, Plan 383; Kawartha Lakes.
 PIN # 63205-0547 (LT) – Lot 68, Plan 383; Kawartha Lakes.
 PIN # 63205-0570 (LT) – Lot 94, Plan 383; Kawartha Lakes.
 PIN # 63205-0571 (LT) – Lot 95, Plan 383; Kawartha Lakes.
 PIN # 63205-0572 (LT) – Lot 96, Plan 383; Kawartha Lakes.
 PIN # 63205-0573 (LT) – Lot 97, Plan 383; Kawartha Lakes.

PIN # 63205-0574 (LT) – Lot 98, Plan 383; Kawartha Lakes.
PIN # 63205-0575 (LT) – Lot 99, Plan 383; Kawartha Lakes.
PIN # 63205-0576 (LT) – Lot 100, Plan 383; Kawartha Lakes.
PIN # 63205-0577 (LT) – Lot 101, Plan 383; Kawartha Lakes.
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PIN # 63205-0624 (LT) – Lot 148, Plan 383; Kawartha Lakes.
PIN # 63205-0625 (LT) – Lot 149, Plan 383; Kawartha Lakes.
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PIN # 63205-0627 (LT) – Lot 151, Plan 383; Kawartha Lakes.
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PIN # 63205-0564 (LT) – Lot 86, Plan 383; Kawartha Lakes.
PIN # 63205-0565 (LT) – Lot 87, Plan 383; Kawartha Lakes.
PIN # 63205-0566 (LT) – Lot 88, Plan 383; Kawartha Lakes.
PIN # 63205-0567 (LT) – Lot 89, Plan 383; Kawartha Lakes.
PIN # 63205-0568 (LT) – Lot 90, Plan 383; Kawartha Lakes.
PIN # 63205-0569 (LT) – Lot 91, Plan 383; Kawartha Lakes.
PIN # 63205-0829 (LT) – Lot 93, Plan 383; Kawartha Lakes.

- 2.02 **Suspension:** Subsection 50(5) of the Planning Act, R.S.O. 1990, c.P.13 does not apply to the Property.

Section 3:00 Administration and Effective Date

- 3.01 **Administration:** 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 and take effect on the date it is finally passed.
- 3.03 **Expiry:** This By-law expires three (3) years from the date that it comes into force pursuant to Section 3.02.

By-law read a first, second and third time, and finally passed, this ** day of ***, 2021.

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 _____ 2021.

MAYOR _____ CLERK _____

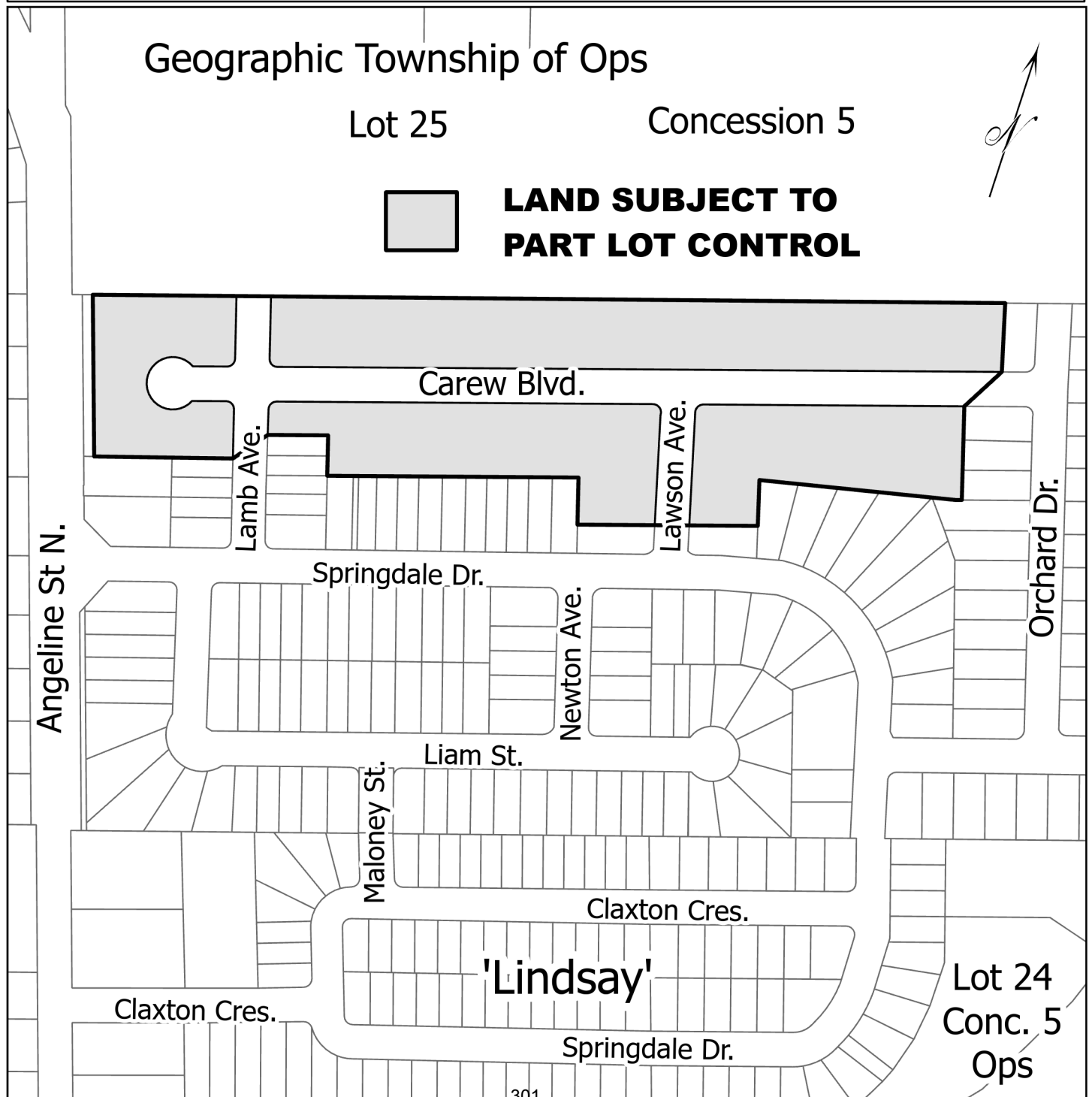
Geographic Township of Ops

Lot 25

Concession 5



**LAND SUBJECT TO
PART LOT CONTROL**



The Corporation of the City of Kawartha Lakes

By-Law 2021 -

A By-law to Amend the Township of Ops Zoning By-law No. 93-30 to Remove The Holding Symbol (H) From A Zone Category On Property Within The City Of Kawartha Lakes

[File D06-2021-003, Report PLAN2021-016, respecting Registered Plan 383, Lots 61 to 68, 80 to 91, 94 to 116, 142 to 152 and Part of Lot 93, designated as Part 208, 57R-9054; Part of Lot 25, Concession 5, Geographic Township of Ops, identified as Vacant Land on Carew Boulevard – Burcar Investments Limited]

Recitals:

1. Section 36 of the Planning Act, R.S.O. 1990, c.P.13 authorizes Council to place a Holding (H) symbol on any zoning category assigned to property. The purpose of the Holding (H) symbol is to restrict the use of the property until conditions imposed by Council have been met.
2. The Council of the City of Kawartha Lakes enacted By-law No. 2003-31, which contained a Holding (H) symbol relating to the use of the property.
3. Council has received a request to remove the Holding (H) symbol from the 'Residential Exception Two Holding Two [R-2(H2)] Zone'.
4. The conditions imposed by Council and shown in By-law 2003-31 have been complied with.
5. Council deems it appropriate to remove the Holding (H) symbol.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2021-__.

Section 1:00 Zoning Details

- 1.01 **Property Affected:** The Property affected by this By-law is described as Registered Plan 383, Lots 61 to 68, 80 to 91, 94 to 116, 142 to 152 and Part of Lot 93, designated as Part 208, 57R-9054; Part of Lot 25, Concession 5, Geographic Township of Ops, City of Kawartha Lakes.
- 1.02 **Schedule Amendment:** Schedule 'A' to By-law No. 93-30 of the Township of Ops is further amended to remove the Holding (H) symbol from the 'Residential Exception Two Holding Two [R-2(H2)] Zone' for the land referred to as 'R-2', as shown on Schedule 'A' attached to this By-law.

Section 2:00 General Terms

- 2.01 **Effective Date:** This By-law shall come into force and take effect on the date it is finally passed, subject to the provisions of Section 36 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 ***, 2021.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

THE CORPORATION OF THE CITY OF

KAWARTHA LAKES

THIS IS SCHEDULE 'A' TO BY-LAW _____ PASSED

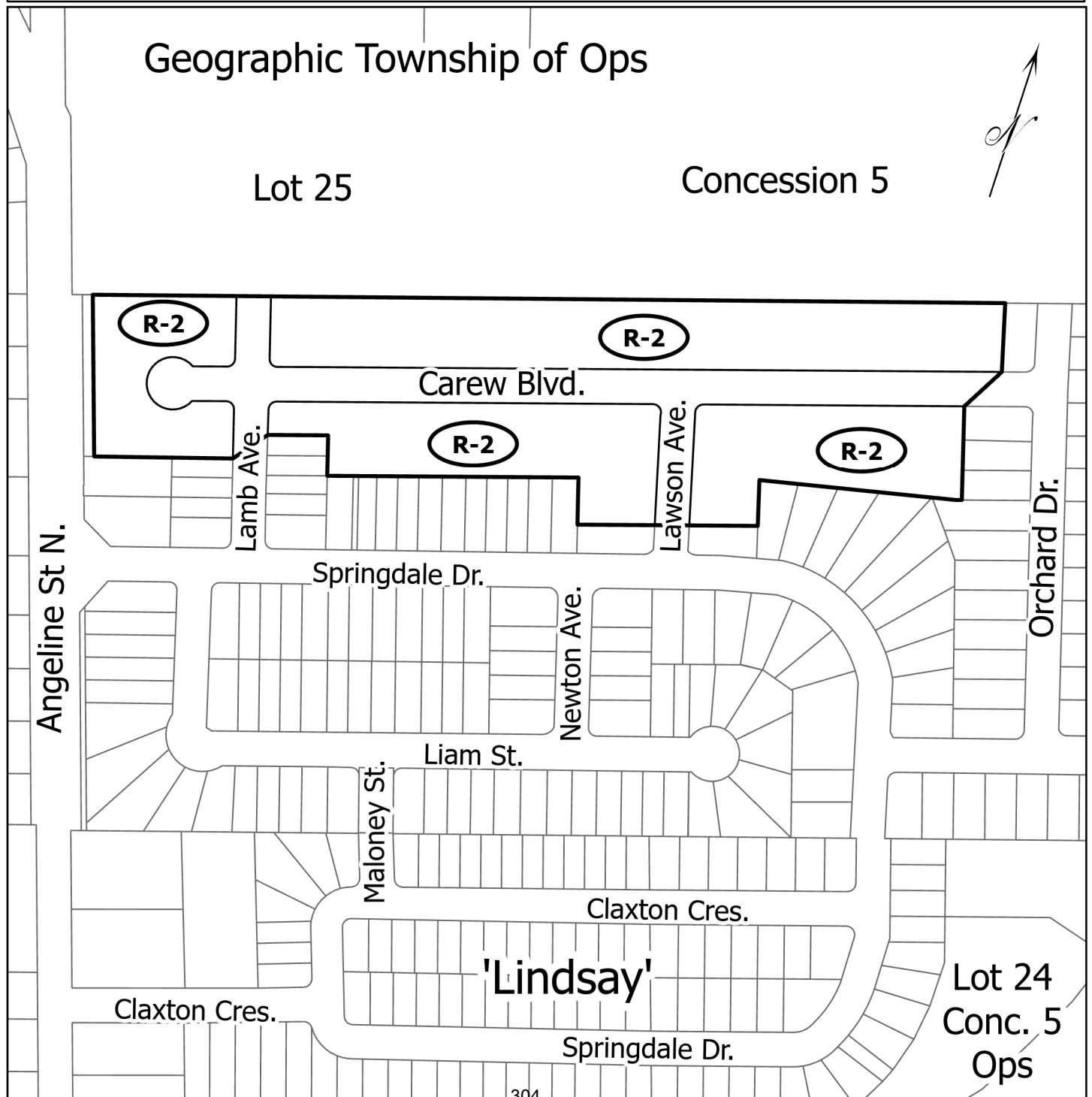
THIS _____ DAY OF _____ 2021.

MAYOR _____ CLERK _____

Geographic Township of Ops

Lot 25

Concession 5



The Corporation of the City of Kawartha Lakes

By-Law 2021 -

A By-law To Repeal A Deeming By-law Previously Passed By The Township of Ops In Accordance With the Planning Act

PIN #: See multiple PIN #'s in the By-law, Lots 61 to 68, 80 to 91, 94 to 116, 142 to 152 and Part of Lot 93, Plan 383, Geographic Township of Ops, Now City Of Kawartha Lakes

[File D30-2021-001, Report PLAN2021-016, respecting Registered Plan 383, Lots 61 to 68, 80 to 91, 94 to 116, 142 to 152 and Part of Lot 93, designated as Part 208, 57R-9054; Part of Lot 25, Concession 5, Geographic Township of Ops, identified as Vacant Land on Carew Boulevard – Burcar Investments Limited]

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. The Council of the Former Township of Ops adopted By-law 90-12 on May 7, 1990 to deem lots not to be in a registered plan of subdivision.
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 2021-__.

Section 1:00 Details

- 1.01 Property Affected:** The Properties affected by this By-law are a portion of lands that are within Registered Plan of Subdivision 383, Geographic Township of Ops, City of Kawartha Lakes.

All and Singular that certain parcel of land and premises, situate, lying and being in the Town of Lindsay, now in the City of Kawartha Lakes, and being composed of:

PIN # 63205-0540 (LT) – Lot 61, Plan 383; Kawartha Lakes.

PIN # 63205-0541 (LT) – Lot 62, Plan 383; Kawartha Lakes.

PIN # 63205-0865 (LT) – Lot 63, Plan 383; Kawartha Lakes.

PIN # 63205-0543 (LT) – Lot 64, Plan 383; Kawartha Lakes.
PIN # 63205-0866 (LT) – Lot 65, Plan 383; Kawartha Lakes.
PIN # 63205-0545 (LT) – Lot 66, Plan 383; Kawartha Lakes.
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PIN # 63205-0569 (LT) – Lot 91, Plan 383; Kawartha Lakes.
PIN # 63205-0829 (LT) – Lot 93, Plan 383; Kawartha Lakes.

- 1.02 **Repeal Provision:** By-law 90-12, relating to the mentioned lots above, is hereby repealed.

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 ***, 2021.

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 _____ 2021.

MAYOR _____ CLERK _____

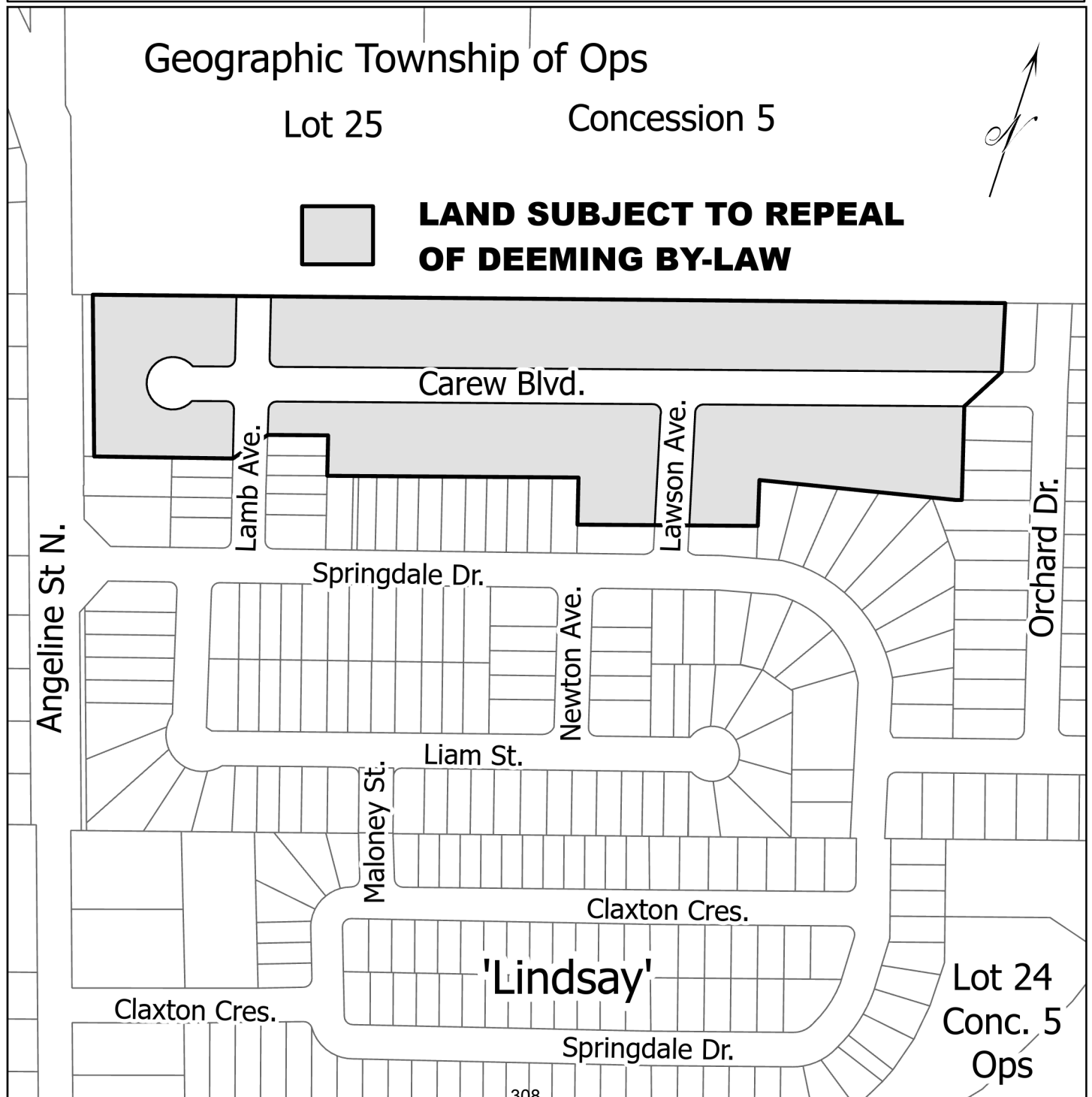
Geographic Township of Ops

Lot 25

Concession 5



**LAND SUBJECT TO REPEAL
OF DEEMING BY-LAW**



The Corporation of The City Of Kawartha Lakes

By-Law 2021-____

A By-law to Prohibit Commercial Through Traffic of Any Weight Class from Using Broad Street, Wallace Drive, and Parts of Commerce Road

Recitals

1. In the Municipal Act, 2001, Section 35 authorizes a municipality to pass a by-law removing or restricting the common law right of passage by the public over a highway.
2. Council deemed it necessary to prohibit any weight class of commercial through traffic from using Broad Street, Wallace Drive and parts of Commerce Road when Resolution Number CR2020-443 was adopted on December 15, 2020.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2021-____.

1.00: Definitions and Interpretation

1.01 Definitions: In this by-law:

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

“Council” means the municipal council for the City.

"Commercial Through Traffic of Any Weight Class" means the use of Highways by a Commercial or Institutional Vehicle, object or contrivance for moving loads, having any registered Gross Weight, but does not include a passenger Vehicle, an ambulance, a public works Vehicle, a Vehicle of the police or fire departments, a privately owned Commercial or Institutional Vehicle, being driven to or from the residence of the owner by the owner or other family member or a Commercial Motor Vehicle making a delivery to or collection from a bonafide destination, which cannot be reached by way of a Highway or Highways upon which Commercial Traffic is not prohibited by this By-Law or a School Bus as defined in this By-Law.

“Municipal Act, 2001” means the provincial legislation cited as S.O. 2001, c. 25, as amended from time to time, including successor legislation.

"Vehicle" includes a Motor Vehicle, trailer, traction engine, farm tractor, road building machine, Bicycle and any Vehicle drawn, propelled or driven by any kind of power, including muscular power, but does not include a motorized snow vehicle or a street car.

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", "includes" and "including" are not to be read as limiting the phrases or descriptions that precede them.
- (d) The headings in this By-law are for ease of reference only and are not to be used as interpretation tools.

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.

2.00: Commercial Through Traffic of Any Weight Class Prohibited

2.01 No Person shall operate "Commercial Through Traffic of Any Weight Class" on any of the Highways or parts of Highways when properly worded signs have been erected and are on display as listed below:

Highway:	FROM:	TO:
Broad Street	Angeline Street	Wallace Drive
Wallace Drive	Mclaughlin Road	Broad Street
Commerce Road	Briarwood Avenue	A point 230m northerly

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 any signs authorized by this by-law.
- 3.02 **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 20th day of April, 2021.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

The Corporation of the City of Kawartha Lakes

By-Law 2021-_____

A By-law to Amend By-law 2005-328 being A By-law to Establish Speed Limits

Recitals

1. Council adopted Resolution **CR2021-_____** on April 20, 2021 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 **2021-_____**.

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 E to By-law Number 2005-328, Highways with a speed limit of 40 Kilometres per Hour, be amended by adding the following:

Road #	From	To
Thomas Drive	Beechnut Street	A point 150m west of Crane Bay Road
Beechnut Street	Elm Street	East end point
Elm Street	South end point	North end point
Jarvis Street	Beechnut Street	South end point

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 20 day of April, 2021.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

The Corporation of the City of Kawartha Lakes

By-Law 2021-

A By-law to Amend By-law 2005-328 being A By-law to Establish Speed Limits

Recitals

1. Council adopted Resolution CR2019-453, July 16, 2019 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.
4. Ontario Regulation 301/10, came into force May 12, 2018, amending Signs Regulation 615, R.R.O. 1990 made under the Highway Traffic Act and prescribes certain signs which may be posted in designated areas with a reduced speed limit.
5. Council desires to delegate the authority to the Director of Engineering, or their designate to establish and designate those areas with a reduced speed limit.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2021- .

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 A:** That Schedule A to By-law Number 2005-328, Designated Community Speed Zones – 50 km/hr, be amended by adding the following:

“Areas designated a “40 Area Speed Zone” under Ontario Regulation 301/10 by the Director of Engineering or their designate, and posted with 40 Area signs, will be considered a 40 km/hr speed limit highway regardless of appearing on any other schedule of this By-law. Until such time the signs are removed when the speed limit will revert to any previous provisions for the highway.”

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 any 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 xx day of xx, 2021.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

The Corporation of the City of Kawartha Lakes

By-law 2021-XXX

A By-Law to Confirm the Proceedings of a Regular Meeting of Council, Tuesday, April 20, 2021

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 2021-XXX.

Section 1.00: Confirmation

- 1.01 The actions of the Council at the following meeting:

Tuesday, April 20, 2021, 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 20th day of April 2021.

Andy Letham, Mayor

Cathie Ritchie, City Clerk