

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

## **Regular Council Meeting**

**CC2021-10**

**Tuesday, June 15, 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](mailto:AgendaItems@kawarthalakes.ca) if you have an accessible accommodation request.

1.	<b>Call to Order</b>	
2.	<b>Opening Ceremonies</b>	
2.1.	O Canada	
2.2.	Moment of Silent Reflection	
2.3.	Adoption of Open Session Agenda	
3.	<b>Disclosure of Pecuniary Interest</b>	
4.	<b>Notices and Information by Members of Council and Staff</b>	
4.1.	Council	
4.2.	Staff	
5.	<b>Council Minutes</b>	31 - 60
	<b>Regular Council Meeting Minutes, May 18, 2021</b>	
	<b>That</b> the Minutes of the May 18, 2021 Regular Council Meeting, be received and adopted.	
6.	<b>Deputations</b>	
6.1.	CC2021-10.6.1	61 - 63
	<b>Off Road Vehicle Use of City Roads</b> Glenda Morris	
6.2.	CC2021-10.6.2	64 - 66
	<b>Off Road Vehicle Use of City Roads</b> Ron McInnis	
6.3.	CC2021-10.6.3	67 - 69
	<b>Off Road Vehicle Use of City Roads</b> Michael McGregor	
7.	<b>Correspondence</b>	



7.1.	CC2021-10.7.1	70 - 70
	<b>Correspondence Regarding the Petition on the Legalization of Tiny Homes in the City of Kawartha Lakes (Item 12.1 on the Agenda)</b> Jarrett Allan	
7.2.	CC2021-10.7.2	71 - 74
	<b>Correspondence regarding Post Secondary Education in Canada</b> James Mulhern, Lindsay and District Labour Council	
7.3.	CC2021-10.7.3	75 - 76
	<b>Correspondence Regarding Use of Off Road Vehicles on City Roads</b> <ul style="list-style-type: none"> <li>• Robert Jardine</li> <li>• Jamie Morris</li> </ul>	
8.	<b>Presentations</b>	
8.1.	CC2021-10.8.1	
	<b>2020 Financial Statements Presentation</b> Carolyn Daynes, Treasurer	
9.	<b>Committee of the Whole</b>	
9.1.	Correspondence Regarding Committee of the Whole Recommendations	
9.2.	Committee of the Whole Minutes	77 - 98
	<b>Committee of the Whole Meeting Minutes, June 1, 2021</b>  <b>That</b> the Minutes of the June 1, 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.	CW2021-146  <b>That</b> the presentation by Dr. Natalie Bocking, Medical Officer of Health for the Haliburton, Kawartha Pine Ridge District Health Unit, <b>regarding the Safety of Off Road Vehicles on Roads</b> , be received.	

- 9.3.2. CW2021-147
- That the deputation of Richard Fedy, regarding the Off Road Vehicle Use of City Roads Task Force Recommendations, be received.**
- 9.3.3. CW2021-148
- That the deputation of Gordon Ferguson, regarding Access for All Terrain Vehicles in Lindsay, be received.**
- 9.3.4. CW2021-149
- That the deputation of Maggie Upton and Marina Hodson, regarding the Placement of a Little Food Pantry at the Kirkfield Library, be received;**
- That the Placement of a Little Food Pantry at the Kirkfield Library be referred to staff for review and report back, through a Memorandum, at the June 15, 2021 Regular Council Meeting.**
- 9.3.5. CW2021-150
- That the deputation of Steve Podolsky and Charlie McDonald, of the Lindsay Downtown BIA, regarding the Downtown Parking Strategy, be received.**
- 9.3.6. CW2021-151
- That the deputation of Peter Petrosoniak, regarding Off Road Vehicle Use of City Roads, be received.**
- 9.3.7. CW2021-152
- That the deputation of William Steffler, regarding Off Road Vehicle Use of City Roads, be received.**
- 9.3.8. CW2021-153
- That the deputation of Paul Steffler, regarding Off Road Vehicle Use of City Roads, be received.**
- 9.3.9. CW2021-154
- That the deputation of John Speirs, regarding Off Road Vehicle Use of City Roads, be received.**

- 9.3.10. CW2021-155
- That** the correspondence from Dan Plancke, **regarding Off Road Vehicle Use of City Roads**, be received.
- 9.3.11. CW2021-156
- That** the correspondence from Peter Vandentillart, **regarding Off Road Vehicle Use in Bobcaygeon**, be received.
- 9.3.12. CW2021-157
- That** the correspondence from Jamie Morris, **regarding Off Road Vehicle Use of City Roads**, be received.
- 9.3.13. CW2021-158
- That** the presentation by Mark Mitchell, Chief of Kawartha Lakes Police Services, **regarding the Community Safety and Well-Being Plan**, be received.
- 9.3.14. CW2021-159
- That** the presentation by Adam Found, Manager of Corporate Assets, and Peter Richards, of IBI Group, **regarding the Downtown Parking Strategy**, be received.
- 9.3.15. CW2021-160
- That** Report CA2021-003, **Downtown Parking Strategy**, be received; and
- That** the Downtown Parking Strategy, attached as Appendix A to Report CA2021-003, be adopted as a master plan for the purpose of informing future recommendations, plans and budgets.
- 9.3.16. CW2021-161
- That** Report PRC2021-004, **Omeme Splash Pad Update**, be received; and
- That** staff review the servicing feasibility, including financing and capital costs, for a Splash Pad in Omeme and report back to Council with options by the end of Q4, 2021.
- 9.3.17. CW2021-162
- That** Report HH2020-003, **2020 Annual Housing and Homelessness Plan (HHP) Report**, be received for information.

9.3.18. CW2021-163

**That** Report ED2021-017, **Proposed Designation of 398 County Road 41, Bexley Township**, be received;

**That** the Municipal Heritage Committee's recommendation to designate 398 County Road 41 under Part IV of the Ontario Heritage Act as being of cultural heritage value or interest be endorsed;

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

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

9.3.19. CW2021-164

**That** Report ED2021-020, **Winter Festival Communication and Promotions**, be received; and

**That** Council endorse the proposed framework for a Kawartha Lakes Winter Festival in Winter 2022 with the potential to continue in future years.

9.3.20. CW2021-165

**That** Report ENG2021-011, **Life Cycle Extension, Local Asphalt Road Section Candidates**, be received.

9.3.21. CW2021-166

**That** the budget for the 2021 Life Cycle Management Capital Program (9832107) be increased by \$700,000.00 for the purpose of accommodating additional work outlined in Table 3 of Report ENG2021-11;

**That** the added budget of \$700,000.00 be funded from the Federal Gas Tax Reserve; and

**That**, through the change order process, said work be added to the contract awarded under Tender 2021-33-CQ.

9.3.22. CW2021-167

**That** Naylor Road, from Highway 35 to the gravel section of the road, be included in the 2021 Life Cycle Management Program at a cost of \$85,000.00, to be funded from the Federal Gas Tax Reserve.

9.3.23. CW2021-168

**That** Report ENG2021-012, **Kenhill Beach Road and Long Beach Road Drainage Issues**, be received.

9.3.24. CW2021-169

**That** cost and design for the drainage work on Kenhill Beach Road, estimated at \$45,000.00, be brought forward through the 2022 capital budgeting process; and

**That** the cost and design for the drainage work on Long Beach Road, estimated at \$20,000.00, be brought forward as a decision unit for consideration in the 2022 capital budgeting process.

9.3.25. CW2021-170

**That** Report WM2021-009, **Construction and Demolition Recycling Pilot Results and Recommendations**, be received; and

**That** Council approves a permanent Construction and Demolition recycling program at the Lindsay Ops landfill, with an operating budget of \$155,000 in 2022.

9.3.26. CW2021-171

**That** Report WM2021-010, **Improvements to the Mattress Recycling Program**, be received;

**That** Council approves recycling all mattresses in the City of Kawartha Lakes and no longer accepts mattresses for disposal at the Laxton, Eldon, Somerville, and Fenelon landfills; and

**That** Council direct staff to present an operating budget of \$145,000 for 2022 to operate the enhanced mattress recycling program.

9.3.27. CW2021-172

**That** Report RD2021-004, **Enhanced Downtown Winter Level of Service**, be received.

9.3.28. CW2021-173

**That** the Pilot Project put in place for Lindsay's Downtown BIA District for the 2020/2021 winter season, waiving the current policy(cies) and By-Law one year and allowing Lindsay's Downtown BIA District to receive the same level of sidewalk winter maintenance as other downtown areas in the City be made permanent; and

**That** By-Law 95-04, Clearing and Removing Snow and Ice from Sidewalks Downtown in Lindsay, be amended to reflect the maintenance responsibilities of the City of Kawartha lakes and adjacent property owners.

9.3.29. CW2021-174

**That** the trigger height detailed in Table 4 - Snow Removal Level of Service, Urban/Built Up Areas, Roadside of Council Policy C 124 EPW 010 Roadway Level of Service Policy Winter Maintenance be adjusted for all instances detailed in the table to read 0.5m in place of the existing 0.9m.

9.3.30. CW2021-175

**That** the Memorandum from Councillor Dunn, **regarding Off Road Vehicle Use of City Roads Task Force Recommendations for Lindsay**, be received.

9.3.31. CW2021-176

**That** the following route be approved for the Off Road Vehicle Pilot Project, to provide access through Lindsay for all terrain vehicles,: the Victoria Rail Trail (VRT) trailhead at Logie Street to King Street, King Street to Lindsay Street, Lindsay Street to Wellington Street, Wellington Street to Victoria Avenue, Victoria Avenue to Elgin Street, Elgin Street to Angeline Street, Angeline Street to Thunderbridge Road, Thunderbridge Road to the VRT trailhead.

9.3.32. CW2021-178

**That** the Memorandum from Councillor Dunn, **regarding Off Road Vehicle Use of City Roads Task Force Recommendations for Bobcaygeon**, be received.

9.3.33. CW2021-179

**That** the recommendation on the proposed route through Bobcaygeon for the Off Road Vehicle Pilot Project be deferred until September, 2021.

9.3.34. CW2021-181

**That** the Memorandum from Councillor Elmslie, **regarding Grove Road Limited Service Agreement**, be received;

**That** Staff continue to provide service on Grove Road, allowing the association to complete additional improvements until September 30, 2021, extending the deadline from June 30, 2021 previously imposed by Council;

**That** Council acknowledges that the location of hydro poles, an armour stone wall, and bedrock encroach into the minimum width requirement on Grove Road; and

**That** Staff be authorized to execute a Limited Service Agreement in lieu of the deficiencies noted above.

9.3.35. CW2021-182

**That** the Terms of Reference for Off Road Vehicle Use of City Roads Task Force be amended to increase the maximum number of members to nine(9); and

**That** two (2) additional members be recruited for the Off Road Vehicle Use of City Roads Task Force before September of 2021.

9.3.36. CW2021-183

**That** the Memorandum from Councillor Ashmore, **regarding Ditching and Drainage Issue on Stone Gate Road**, be received; and

**That** Staff investigate the drainage issue along Stone Gate Road and report back to Council with their findings by Q3 of 2021.

9.3.37. CW2021-184

**That** the Memorandum from Councillor Seymour-Fagan, **regarding Noise By-law Review**, be received; and

**That** staff review the noise By-law, being By-Law 2019-124, for inconsistencies and report back in Q4, 2021.

9.3.38. CW2021-185

**That** the Memorandum from Councillor Seymour-Fagan, **regarding Larger Setbacks for Refreshment Vehicle Businesses**, be received;

**That** Staff review By-Law 2016-245, being the current By-law to Regulate to Regulate and Govern Refreshment Vehicles, and report back to Council by Q4, 2021; and

**That** the setback requirements for Refreshment Vehicle Businesses be looked at, increasing from one hundred and fifty meters to one kilometer, as part of the review.

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

99 - 111

**Planning Advisory Committee Meeting Minutes, June 2, 2021**

**That** the Minutes of the June 2, 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. PAC2021-036

**That** Report PLAN2021-032, **Zoning By-law Amendment for 55 Angeline Street North, Lindsay**, be received for information; and

**That** Report PLAN2021-032, Zoning By-law Amendment for 55 Angeline Street North, Lindsay, 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.



10.3.2. PAC2021-037

**That Report PLAN2021-033, 57R-8491 Parts 1 to 3; Part of Lot 20, Concession 4, Geographic Township of Ops, Former Town of Lindsay, 2793853 Ontario Inc. – Application D06-2021-011, be received;**

**That the zoning by-law amendment, substantially in the form attached as Appendix D to Report PLAN2021-033, 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. PAC2021-038

**That Report PLAN2021-034, Part of Lot 10, Concession 2, being Parts 1 & 3 to 6, 57R-9001, geographic Township of Eldon, City of Kawartha Lakes, identified as 152 Glenarm Road, Motara – D06-2021-010, be received; and**

**That the application respecting the proposed Zoning By-law Amendment 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.**

10.3.4. PAC2021-039

**That** Report PLAN2021-030, **Validation of Title at 92 Queen Street**, be received;

**That** the validation by-law and certificate, respecting application D03-2020-037, substantially in the form attached as Appendix D to Report PLAN2021-030 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** prior to the registration of the Validation By-law the following Conditions shall be fulfilled:

1. Submit to the Secretary-Treasurer payment of all past due taxes and charges added to the tax roll, if any, at such time as the deeds are stamped;
2. The owners shall apply for, pay the prescribed fee and obtain variances for the lot to be validated such that any outstanding zoning issues are addressed;
3. The owners shall pay all costs associated with the preparation and registration of the required documents;
4. Payment to the City of Kawartha Lakes of the review fee prevailing at the time the certificate is validated, for the review and clearance of these conditions. The current fee is \$229.00. Payment shall be by certified cheque, money order, or from a lawyers trust account;
5. All of these Conditions shall be fulfilled within a period of twelve months from the date of Council approval for said application, failing which the Validation By-law shall be considered null and void, and the Certificate of Validation invalid; and
6. The owners' solicitor shall provide a written undertaking confirming that the Validation Certificate in respect of this application shall be attached to the respective deed and registered in the proper land registry office within 1 year from the date of the third and final reading of the respective Validation By-Law. The solicitor should also undertake to provide a copy of the registered deed to the City as conclusive evidence of the fulfillment of the above-noted undertaking.

10.3.5. PAC2021-040

**That** the deputation of Emma Drake, **regarding Report PLAN2021-031**, be received.

- 10.3.6. PAC2021-041
- That** the deputation of Joel Jamieson and Johanna Anderson, **regarding Report PLAN2021-035**, be received.
- 10.3.7. PAC2021-042
- That** the deputation of Richard Taylor, **regarding Report PLAN2021-035**, be received.
- 10.3.8. PAC2021-043
- That** the June 2, 2021 correspondence from Richard Taylor, **regarding Report PLAN2021-035**, be received.
- 10.3.9. PAC2021-044
- That** Report PLAN2021-031, **Amend the Emily Zoning By-law 1996-30 at 914 Centreline Road - Gingrich**, be received;  
**That** a Zoning By-law, respecting application D06-2020-010, substantially in the form attached as Appendix D to Report PLAN2021-031 be approved for adoption by Council; and  
**That** the Mayor and Clerk be authorized to execute any documents and agreements required by the approval of this application.
- 10.3.10. PAC2021-045
- That** Report PLAN2021-035, **respecting Block C, Plan 507, geographic Township of Emily, City of Kawartha Lakes, Rowles – D06-2020-016**, be received;  
**That** a Zoning By-law, respecting application D06-2020-016, substantially in the form attached as Appendix C to Report PLAN2021-035 be approved for adoption by Council; and  
**That** the Mayor and Clerk be authorized to execute any documents and agreements required by the approval of this application.
- 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. CAO2021-006 112 - 137
- City Service Innovations and Enhancements**  
Ron Taylor, Chief Administrative Officer
- That Report CAO2021-006, City Service Innovations and Enhancements**, be received; and
- That the CAO continue to review service levels and changes with departments, and recommend service reviews, changes and efficiencies to Council in Q1 2022.
- 11.1.2. CAO2021-009 138 - 141
- Water-Wastewater Servicing and Capacity Master Plan**  
Ron Taylor, Chief Administrative Officer
- That Report CAO2021-009, Water-Wastewater Servicing and Capacity Master Plan**, be received;
- That** the Water-Wastewater Servicing and Capacity Master Plan be added as a project to the Studies and Special Projects program of the 2021 Water-Wastewater Capital Budget with an authorized expenditure of \$700,000 financed equally by the Water Treatment and Wastewater Treatment accounts of the Development Charges Reserve Fund;
- That** staff be authorized to initiate a request for proposals (RFP) for the purpose of retaining a consultant to prepare the Water-Wastewater Servicing and Capacity Master Plan.
- 11.1.3. RS2021-020 142 - 163
- Proposed Lease Agreement between The Corporation of the City of Kawartha Lakes and Pigeon Lake Yacht Club Inc.**  
Laura Carnochan, Law Clerk - Realty Services
- That Report RS2021-020, Proposed Lease Agreement between The Corporation of the City of Kawartha Lakes and Pigeon Lake Yacht Club Inc.**, be received; and
- That** the Mayor and Clerk be authorized to execute the Lease Agreement attached as Appendix C on behalf of The Corporation of the City of Kawartha Lakes, being a Lease Agreement with Pigeon Lake Yacht Club Inc. for its use of the City-owned property located at 121 Boyd Street, Bobcaygeon for the purpose of operating a yacht club.

**Proposed Surplus Declaration, Closure, and Sale of a Portion of Gilson  
Street, Little Britain**

Laura Carnochan, Law Clerk – Realty Services

**That Report RS2021-021, Proposed Surplus Declaration, Closure, and Sale of a Portion of Gilson Street, Little Britain, be received;**

**That** the subject property, being a portion of road allowance legally described as Part of Gilson Street on Plan 343 Except Part 2 on Plan 57R-929; Part of Lot 5, Concession A, being Part 1 57R-929; S/T R407182, R256369, R373813 & R373140, in the Geographic Township of Mariposa, City of Kawartha Lakes, designated as Parts 1 and 2 on Plan 57R-9063, being Part of PIN: 63195-0381 (LT), be declared surplus to municipal needs;

**That** the closure of the portion of road allowance and sale to the adjoining landowners 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**, notwithstanding Section 3.05 Public Notice of Disposition By-law 2018-020, which section requires that disposition of any real property be advertised in a local newspaper and on the City website for a 3 week period prior to declaration of surplus by Council, that Council waive this requirement (as this land was originally conveyed to the City from the now-purchaser/ developer for road purposes);

**That**, notwithstanding Section 4.04 of By-law 2018-020, the subject portions of road allowance be sold for nominal consideration (as this land was originally conveyed to the City from the now-purchaser/ developer for road allowance purposes, and thus the City did not pay for this land and nor does the purchaser acquire a financial advantage as a result of the conveyance and reconveyance);

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

**That** the by-law attached as Appendix H required to close the road and authorize its disposition shall be passed;

**That** the deeming by-laws attached as Appendix I and Appendix J be passed contemporaneously with the disposition by-law; and

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

11.1.5.

MLE2021-007

185 - 195

**Parking Meter Removal - Bobcaygeon**

Aaron Sloan, Manager of Municipal Law Enforcement and Licensing

**That** Report MLE2021-007, **Parking Meter Removal – Bobcaygeon**, be received; and,

**That** staff proceed with the removal of the parking meters in Bobcaygeon.

11.1.6. CS2021-005 196 - 199

**Release of Fenelon Falls Legacy C.H.E.S.T. Funds**

LeAnn Donnelly, Executive Assistant, Community Services

**That** Report CS2021-005, Release of Fenelon Falls Legacy C.H.E.S.T. Funds, be received; and

**That;** Fenelon Falls and District Chamber of Commerce be approved for funding in the amount of \$8,000.00 with the allocation to come from the Fenelon Falls Legacy C.H.E.S.T. Reserve (3.24350).

11.1.7. PRC2021-005 200 - 204

**ICIP: COVID-19 Resilience Infrastructure Stream Funding Update**

Jenn Johnson, Manager, Parks, Recreation and Culture

**That** Report PRC2021-005, **ICIP: COVID-19 Resilience Infrastructure Stream Funding Update**, be received;

**That** a capital project entitled **Victoria Park Armoury HVAC - ICIP**, as described in Report PRC2021-005, be created (9502105) with an authorized expenditure of \$40,000;

**That** a capital project entitled **Replacement and Enhancement of Parks Infrastructure – ICIP** be created (9502106) with three sub-projects entitled **Playgrounds – Garnet Graham Park and Victoria Road Park, Janetville Ball Park Sport Court and Lindsay Trail System – Wilson Fields Area**, as described in Report PRC2021-005, with authorized expenditures of \$221,518, \$30,760 and \$180,000, respectively;

**That** the Lindsay Trail System – Wilson Fields Area project be 45% financed by the Parks and Recreation account of the Development Charges Reserve Fund and 55% financed by the ICIP grant, where it is understood that, for the purposes of Section 5(2) of the Development Charges Act and Section 6 of O. Reg. 82/98, the grant is intended to support only the portion of the project deemed to benefit existing development;

**That** the other foregoing projects be financed entirely by the ICIP grant; and

**That** the Mayor and City Clerk be authorized to execute any agreements necessary for securing the ICIP grant.

11.1.8.

CORP2021-011

205 - 255

**2020 Surplus Disposition Report**  
Carolyn Daynes, Treasurer



**That** Report 2021-011, 2020 Surplus Disposition Report, be received;

**That** the financial statements for 2020 be approved as circulated; and

**That** Council authorize the transfer of the 2020 Surplus as follows:

- The Winter Control surplus of \$1,000,000 be transferred to the General Contingency Reserve committed to Winter Control; and
- The Workman's Safety and Insurance Board (WSIB) claims surplus of \$300,000 be transferred to the General Contingency Reserve committed to WSIB; and
- That the remainder of the 2020 Surplus of \$3,294,454 be transferred to the Asset Management Reserve (formerly the Capital Reserve).

11.1.9. PUR2021-016 256 - 258

**Single Source for the Replacement of Cardiac Monitors**

Ashley Wykes, Buyer

**That** Report PUR2021-016, **2021-161-SS Single Source for the Replacement of Cardiac Monitors**, be received;

**That** Stryker Canada ULC be awarded the single source purchase of ten (10) cardiac monitors for 2020-2021 for a total cost of \$203,895.50 not including HST; and

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

11.1.10. PUR2021-017 259 - 261

**Supply of Hot Mix**

Marielle Van Engelen, Buyer

Richard Monaghan, Senior Engineering Technician

**That** Report PUR2021-017, **Supply of Hot Mix**, be received;

**That** Dufferin Construction Company, a division of CRH Canada Group Inc., be awarded the supply of hot mix for the estimated price of \$103,284.00; and

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

**Updates to the Telecommunications and Antenna System Siting Policy**

Ian Walker, Planning Officer - Large Developments

**That** Report PLAN2021-036, **Updates to the Telecommunications and Antenna System Siting Policy**, be received;

**That** the Council Policy CP2018-014 be updated, substantially in the form attached as Appendix 'C';

**That** Section 4.00 of By-law 2016-009 be amended, as outlined in Appendix 'E' to Report PLAN2021-036;

**That** the necessary amending By-law for By-law 2016-009 be brought forward for adoption;

**That** Uncontested Applications are supported by Council, conditional upon the applicant entering into a Telecommunication Facility Development Agreement with the City;

**That** the Director of Development Services be delegated authority to issue a letter of concurrence to Innovation, Science and Economic Development (ISED) Canada for Uncontested Applications;

**That** the Delegation of Council Powers and Duties Policy Number C 149 CAO 036 be amended to include this delegation of authority; and

**That** the Mayor and Clerk be authorized to execute any Agreements required by the concurrence of any Uncontested Applications.

**Removal of Holding Provision, Regis Homes Limited**

Sherry L. Rea, Development Planning Supervisor

**That** Report PLAN2021-037, **Blocks 79, 80, 105 and 106, Plan 57M-802, former Town of Lindsay, City of Kawartha Lakes, identified as vacant land on Alcorn Drive, Lindsay, Regis Homes Limited - D06-2021-014**, be received;

**That** the proposed zoning by-law amendment, substantially in the form attached as Appendix 'C' to Report PLAN2021-037, 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.

11.1.13.	ED2021-021	344 - 498
	<p><b>Kawartha Lakes SkillsAdvance Ontario Program Amending Agreements with Victoria County Career Services and Sir Sanford Fleming College</b> Danielle Harris, Economic Development Officer</p> <p><b>That</b> Report ED2021-021, <b>Kawartha Lakes SkillsAdvance Ontario Program Amending Agreements with Victoria County Career Services and Sir Sandford Fleming College</b>, be received; and</p> <p><b>That</b> the Mayor and Clerk be authorized to execute service agreements with Victoria County Career Services and Sir Sanford Fleming College to implement the Kawartha Lakes SkillsAdvance Ontario Program extension, substantially in the form as provided in Appendix D and F respectively to Report ED2021-021.</p>	
11.1.14.	ED2021-022	499 - 502
	<p><b>Rural Economic Development Program Budget Update</b> Rebecca Mustard, Manager of Economic Development</p> <p><b>That</b> Report ED2021-022, <b>Rural Economic Development Program Budget Update</b>, be received;</p> <p><b>That</b> the Rural Economic Development application, Business and Workforce Attraction, project budget be increased for a total project cost of \$145,000 with the City's 50% contribution coming from the Economic Development 2021 and 2022 operating budgets; and</p> <p><b>That</b> the Mayor and Clerk be authorized to execute any documents and agreements required by the approval of this project funding application.</p>	
11.1.15.	ED2021-028	503 - 513
	<p><b>Extension of the Cultural Centre Feasibility Task Force Terms of Reference</b> Donna Goodwin, Economic Development - Arts and Culture</p>	

**That** Report ED2021-028, **Extension of the CCFTF Terms of Reference**, be received;

**That** Council endorse the extension of the Cultural Centre Feasibility Task Force to June 30, 2022; and

**That** Council extend the appointments of the current Cultural Centre Feasibility Task Force members to June 30, 2022:

Barbara Doyle, Community Member at Large  
Beverly Jeeves, Kawartha Lakes Culture and Heritage Network  
Dianne Lister, Creative Economy Representative  
Patrick Murphy, Community Member at Large  
Susan Taylor, Kawartha Lakes Arts Council  
Councillor Tracy Richardson  
Councillor Kathleen Seymour-Fagan

11.1.16.      ENG2021-013      514 - 526

**Request for Sidewalk on Commerce Road**

Mike Farquhar, Supervisor, Technical Services

**That** Report ENG2021-013, **Request for Sidewalk on Commerce Road, Lindsay**, be received.

11.1.17.      ENG2021-014      527 - 557

**Low Volume Gravel Roads**

Mike Farquhar, Supervisor, Technical Services

**That** Report ENG2021-014, **Low Volume Gravel Roads**, be received.

11.1.18.      ENG2021-015      558 - 564

**Request for All-Way Stop – Sturgeon Road South and Mary Street West, Omemee**

Joseph Kelly, Senior Engineering Technician

**That** Report ENG2021-015, **Request for All-Way Stop – Sturgeon Road South and Mary Street West, Omemee**, be received.

11.1.19.      ENG2021-016      565 - 570

**Request for Speed Reduction - CKL Road 48**

Joseph Kelly, Senior Engineering Technician

**That** Report ENG2021-016, **Request for Speed Reduction – CKL Rd 48**, be received;

**That** the speed limit of Portage Road (CKL Road 48) from 100m west of Mitchellview Road to 770m east of Mitchellview Road be reduced to 60 km/hr;

**That** the Speed Zone By-law be amended to reflect the actual speed zones currently on the road between Kirkfield and 100m west of Mitchellview Road;

**That** the necessary By-law for the above recommendations be forwarded to Council for adoption; and

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

11.1.20.      HS2021-004      571 - 574

**Community Pandemic Recovery Fund: Round Two Grants**  
Rod Sutherland, Director of Human Services

**That** Report HS2021-004, **Community Pandemic Recovery Fund: Round Two Grants**, be received; and

**That** the balance of \$6,642.48 in City Contingency Reserve funds allocated to the Community Pandemic Recovery Fund but not awarded, be returned to the Contingency Reserve.

11.1.21.      HH2021-004      575 - 578

**2021 Affordable Housing Target Program – Recommended Projects**  
Michelle Corley, Human Services Manager, Housing

**That** Report HH2021-004, **Affordable Housing Target Program Recommendations**, be received;

**That** subject to the necessary by-law and agreement being forwarded to council for approval, and the successful completion of such planning and development processes as may be required, the recommended application received through the Affordable Housing Target Program, Intake CKL2021-001, providing a total of 1 affordable rental units in the City of Kawartha Lakes, as described in Report HH2021-004, be supported;

**That** the municipal incentives identified in Table 1 of Report HH2021-004 be approved; and

**That** the Director of Human Services and the Human Services Manager, Housing be authorized to execute necessary agreements to provide the incentives to these projects.

11.2. Items Extracted from Consent

**12. Petitions**

12.1. CC2021-10.12.1 579 - 582

**Petition Regarding the Legalization of Tiny Homes in the City of Kawartha Lakes**  
**(A Full Copy of the Petition with 98 Signatures is Available from the Clerk's Office)**  
Peter Wallace

**13. Other or New Business**

13.1. CC2021-10.13.1 583 - 584

**Memorandum Regarding Kirkfield Free Little Pantry Food Security Request**  
Craig Shanks, Director of Community Services

**14. By-Laws**

**That** the By-Laws shown in Section 14.1 of the Agenda, namely: Items 14.1.1 to and including 14.1.24 be read a first, second and third time, passed, numbered, signed and the corporate seal attached.

14.1. By-Laws by Consent

14.1.1.	CC2021-10.14.1.1	585 - 587
	By-Law to Stop Up and Close Part of Gilson Street on Plan 343 Except Part 2 on Plan 57R-929; Part of Lot 5, Concession A, being Part 1 57R-929; S/T R407182, R256369, R373813 & R373140, in the Geographic Township of Mariposa, City of Kawartha Lakes, designated as Parts 1 and 2 on Plan 57R-9063 and to Authorize the Sale of Land to the Abutting Landowners	
14.1.2.	CC2021-10.14.1.2	588 - 589
	By-Law to Deem Part of a Plan of Subdivision, Previously Registered for Lands Within the City of Kawartha Lakes, Not to be a Registered Plan of Subdivision in Accordance with the Planning Act, Described as Parcel 9-1, Section 57M764; Lot 9 on Plan 57M764, in the Geographic Township of Mariposa, City of Kawartha Lakes, being PIN: 63195-0134 (LT) (Gilson Street)	
14.1.3.	CC2021-10.14.1.3	590 - 591
	By-Law to Deem Part of a Plan of Subdivision, Previously Registered for Lands Within the City of Kawartha Lakes, Not to be a Registered Plan of Subdivision in Accordance with the Planning Act, Described as Parcel 10-1, Section 57M764; Lot 10 on Plan 57M764; Subject to an Easement in Gross over Part 9 on Plan 57R-9777 as in KL45996, in the Geographic Township of Mariposa, City of Kawartha Lakes, being PIN: 63195-0133 (LT) (92 Gilson Street)	
14.1.4.	CC2021-10.14.1.4	592 - 593
	By-Law to Authorize the Acquisition of Part of Lot 96 on Plan 25 as in R183217, in the Geographic Village of Fenelon Falls, City of Kawartha Lakes, designated as Part 6 on Plan 57R-10823 (53 Lindsay Street, Fenelon Falls)	
14.1.5.	CC2021-10.14.1.5	594 - 595
	By-Law to Authorize the Acquisition of Part of Lot 83 and Part of Lot 84 on Plan 25 as in R368772, in the Geographic Village of Fenelon Falls, City of Kawartha Lakes, designated as Part 27 on Plan 57R-10823 (143 Lindsay Street, Fenelon Falls)	
14.1.6.	CC2021-10.14.1.6	596 - 616
	By-Law to Authorize Entering into a Municipal Housing Facilities Agreement with Helen Bates	

14.1.7.	CC2021-10.14.1.7	617 - 618
	By-Law to Amend By-Law 2005-328, being A By-Law to Establish Speed Limits in The City of Kawartha Lakes	
14.1.8.	CC2021-10.14.1.8	619 - 619
	By-Law to Repeal By-Law 2014-311, Being a By-Law to Appoint a Municipal Law Enforcement Officer for Limited By-Law Enforcement Purposes in the City of Kawartha Lakes (T. Montgomery)	
14.1.9.	CC2021-10.14.1.9	620 - 620
	By-Law to Repeal By-Law 2019-064, Being a By-Law to Appointment a Municipal Law Enforcement Officer for the City of Kawartha Lakes (T. Montgomery)	
14.1.10.	CC2021-10.14.1.10	621 - 621
	By-Law to Repeal By-law 2019-065, Being a By-Law to Appointment a Weed Inspector for the City of Kawartha Lakes (T. Montgomery)	
14.1.11.	CC2021-10.14.1.11	622 - 623
	By-Law to Appoint a Municipal Law Enforcement Officer for the City of Kawartha Lakes (D. Jejna)	
14.1.12.	CC2021-10.14.1.12	624 - 625
	By-Law to Appoint a Weed Inspector for the City of Kawartha Lakes (D. Jejna)	
14.1.13.	CC2021-10.14.1.13	626 - 628
	By-Law to Amend the Town of Lindsay Zoning By-Law No. 2000-75 to Rezone Land within the City of Kawartha Lakes (Alcorn Drive - Regis Homes Limited)	
14.1.14.	CC2021-10-14.1.14	629 - 630
	By-Law to Amend the Town of Lindsay Zoning By-law No. 2000-75 to Rezone Land within the City Of Kawartha Lakes (363 Kent Street West)	
14.1.15.	CC2021-10.14.1.15	631 - 634
	By-Law to Validate the Title of Land in the Former Town of Lindsay now within the City of Kawartha Lakes (92 Queen Street, Lindsay)	



14.1.16.	CC2021-10.14.1.16	635 - 638
	By-Law To Amend The Township of Emily Zoning By-Law No. 1996-30 To Rezone Land Within The City of Kawartha Lakes (914 Centreline Road)	
14.1.17.	CC2021-10.14.1.17	639 - 641
	By-Law To Amend The Township of Emily Zoning By-Law No. 199630 To Rezone Land Within The City Of Kawartha Lakes (Block C, Plan 507 - Rowles)	
14.1.18.	CC2021-10.14.1.18	642 - 643
	By-Law to Amend By-Law 2016-009, being A By-Law to Provide Authority for the Execution of Certain Documents and Affix the Corporate Seal on Behalf the City of Kawartha Lakes	
14.1.19.	CC2021-10.14.1.19	644 - 645
	By-Law to Appoint an Acting Fire Chief and to Create and Prescribe the Duties and Responsibilities of this Office in the City of Kawartha Lakes	
14.1.20.	CC2021-10.14.1.20	646 - 646
	By-Law to Repeal By-Law 2011-092, Being a By-Law to Appoint a Fire Chief and to Create and Prescribe the Duties and Responsibilities of this Office for the City of Kawartha Lakes	
14.1.21.	CC2021-10.14.1.21	647 - 649
	By-Law to Appoint a Deputy Fire Chief and to Create and Prescribe the Duties and Responsibilities of this Office in The City of Kawartha Lakes (Jones)	
14.1.22.	CC2021-10.14.1.22	650 - 652
	A By-Law to Appoint a Deputy Fire Chief and to Create and Prescribe the Duties and Responsibilities of this Office in The City of Kawartha Lakes (Smith)	
14.1.23.	CC2021-10.14.1.23	653 - 653
	By-law to Repeal By-law 2007-198, being a By-law to Appoint a an Assistant Fire Chief and to Create and Prescribe the Duties and Responsibilities of the Office in the City of Kawartha Lakes (Raymer)	

By-law to Repeal By-law 2007-199, being a By-law to Appoint a an Assistant Fire Chief and to Create and Prescribe the Duties and Responsibilities of the Office in the City of Kawartha Lakes (Twohey)

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

**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, June 15, 2021, namely Items 16.3.1 to and including 16.3.7.

16.3.1.

CC2021-10.16.3.1

**Confidential Closed Session Minutes, May 18, 2021 Regular Council Meeting**

**Municipal Act, 2001 s.239(2)(b) Personal matters about identifiable individual(s).**

**Municipal Act, 2001 s.239(2)(d) Labour relations or employee negotiations.**

**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.**

16.3.2.

HS2021-005

**Victoria Manor Management Agreement Direction**

**Municipal Act, 2001 s.239(2)(k) A position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.**

Rod Sutherland, Director of Human Services

- 16.3.3. RS2021-022
- Disposition of 581 Highway 36, Lindsay**  
**Municipal Act, 2001 s.239(2)(c) Proposed or pending acquisition or disposition of land.**  
Robyn Carlson, City Solicitor
- 16.3.4. LGL2021-008
- Policies Respecting Consultation with and Repatriation to First Nations, and Related Reconciliation Efforts**  
**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. LGL2021-009
- Mapleridge Mechanical Contracting Inc. v. The Corporation of the City of Kawartha Lakes - Court File Number 19-142**  
**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
- 16.3.6. CORP2021-014
- Paramedic Collective Bargaining**  
**Municipal Act, 2001 s.239(2)(d) Labour relations or employee negotiations.**  
Liana Patterson, Manager, Human Resources
- 16.3.7. CC2021-10.16.3.7
- Staffing Update - Verbal Report**  
**Municipal Act, 2001 s.239(2)(b) Personal matters about identifiable individual(s).**  
Ron Taylor, Chief Administrative Officer
17. **Matters from Closed Session**
18. **Confirming By-Law**

18.1. CC2021-10.18.1 655 - 655

By-Law to Confirm the Proceedings of a Regular Meeting of Council of  
Tuesday, June 15, 2021

19. **Adjournment**

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

## **Minutes**

### **Regular Council Meeting**

**CC2021-09**

**Tuesday, May 18, 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](mailto: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.

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

CAO R. Taylor, Directors B. Robinson, J. Rojas, C. Shanks, J. Stover, R. Sutherland and Acting Director R. Holy, City Solicitor R. Carlson, Fire Chief M. Pankhurst, Paramedic Chief R. Mellow, Manager of Municipal Law Enforcement and Licensing A. Sloan and Acting Manager of Planning L. Barrie were also 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**

#### **CR2021-232**

**Moved By** Councillor Yeo

**Seconded By** Councillor Elmslie

**That** the Agenda for the Open Session of the Regular Council Meeting of Tuesday, May 18, 2021, be adopted as circulated and with the following amendments:

Additions:

Item 6.1 Deputation by Cyrus Ghassabeh Relating to Report PLAN2021-024, being a Telecommunications Facility Concurrence Application (Item 11.1.10 on the Agenda)

Item 7.1 Additional Correspondence Regarding the Recommendations from the Off Road Vehicle Use of City Roads Task Force from:

- Heather Stauble

- Gail Kivela
- William Steffler
- Kerri Keates
- Kevin and Kathryn Frank
- Stephen Black
- John Speirs; and
- Ken Kerrigan

**Carried**

**3. Disclosure of Pecuniary Interest**

There were no declarations of pecuniary interest disclosed.

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

**4.1 Council**

Mayor Letham

- Words of thanks were extended to all Personal Support Workers in recognition of Personal Support Workers Day which will be held on May 19, 2021.

Councillor Yeo

- The Jump In the Lake Challenge was held on May 1, 2021 which raised \$53,000.00 in support of the Coboconk Wellness Centre.

Councillor Richardson

- The first Environmental Summit was hosted by the Kawartha Lakes Environmental Advisory Committee on May 17, 2021. The Summit provided an opportunity for 14 organizations to introduce the projects that they are working on.
- Bethany resident and competitive rower Jill Moffatt was congratulated on qualifying for the 2021 Olympics.

Councillor Seymour-Fagan

- Residents were encouraged to support local businesses and restaurants through takeout or curbside pick-up.

- Environmental Action Bobcaygeon will be initiating the dry stone wall project in Bobcaygeon.
- Local Police, Emergency Services and Fire Departments were thanked for all of the work that they do to support the community.

Councillor Ashmore

- The Dunsford Community Centre will be hosting a pizza fundraiser to raise funds for the Community Centre; the event organizers were thanked for their efforts.
- Dunsford resident James Clarke is now the Canadian Champion of Level B Mixed Martial Arts.
- The reconstruction of Mill Pond Bridge in Omemee is underway.

Deputy Mayor O'Reilly

- Words of thanks were extended to Nurses in recognition of Nurses Week which was held the week of May 10, 2021.
- The reconstruction of A Place Called Home is underway.
- A COVID-19 Vaccination Clinic continues to be held at the Lindsay Exhibition.
- Residents are now able to begin to move into the newly completed Adelaide Place facility.

4.2 Staff

5. Council Minutes

**Regular Council Meeting Minutes, April 20, 2021**

**CR2021-233**

**Moved By** Councillor Seymour-Fagan

**Seconded By** Councillor Dunn

**That** the Minutes of the April 20, 2021 Regular Council Meeting, be received and adopted.

**Carried**

6. Deputations

6.1 CC2021-09.6.1



**Report PLAN2021-024, Being a Telecommunications Facility Concurrence Application (64 Highway 7A)**

**(Item 11.1.10 on the Agenda)**

Cyrus Ghassabeh

Mr. Ghassabeh advised that he was present to answer any questions that Council may have in relation to Report PLAN2021-024; no questions were asked.

**CR2021-234**

**Moved By** Councillor Elmslie

**Seconded By** Councillor Richardson

**That** the deputation of Cyrus Ghassabeh, regarding Report PLAN2021-024, being a Telecommunications Facility Concurrence Application (64 Highway 7A), be received.

**Carried**

**7. Correspondence**

**7.1 CC2021-09.7.1**

**Correspondence Regarding the Recommendations from the Off Road Vehicle Use of City Task Force**

(Item 9.3.13 to and including Item 9.3.20 on the Agenda)

- John Main
- Derek Anderson
- Phil Hunt
- \* Heather Stauble
- \* Gail Kivela
- \* William Steffler
- \* Kerri Keates
- \* Kevin and Kathryn Frank
- \* Stephen Black
- \* John Speirs; and
- \* Ken Kerrigan

**CR2021-234**

**Moved By** Councillor Seymour-Fagan

**Seconded By** Councillor Elmslie

**That** the correspondence from John Main, Derek Anderson, Phil Hunt, Heather Stauble, Gail Kivela, William Steffler, Kerri Keates, Kevin and Kathryn Frank, Stephen Black, John Speirs and Ken Kerrigan, **regarding the recommendations from the Off Road Vehicle Use of City Roads Task Force**, be received.

**Carried**

7.2 CC2021-09.7.2

**Correspondence Regarding Report PLAN2021-024**

**(Item 11.1.10 on the Agenda)**

Cyrus Ghassabeh, FB Connect

**CR2021-235**

**Moved By** Councillor Richardson

**Seconded By** Councillor Dunn

**That** the correspondence from Cyrus Ghassabeh, of FB Connect, **regarding Report PLAN2021-024**, be received.

**Carried**

**8. Presentations**

8.1 CC2021-09.8.1

**Planning and Building and Septic Updates Presentation**

Richard Holy, Acting Director of Development Services

Richard Holy, Acting Director of Development Services, provided an overview of updates relating to Planning, Building and Septic Departments within the Planning Division.

**CR2021-236**

**Moved By** Deputy Mayor O'Reilly

**Seconded By** Councillor Yeo

**That** the presentation by Richard Holy, Acting Director of Development Services, **regarding updates from the Planning, Building and Septic Departments**, be received.

**Carried**

**9. Committee of the Whole**

9.1 Correspondence Regarding Committee of the Whole Recommendations

9.2 Committee of the Whole Minutes

**Committee of the Whole Meeting Minutes, May 4, 2021**

**Special Committee of the Whole Meeting Minutes, May 11, 2021**

**CR2021-237**

**Moved By** Councillor Veale

**Seconded By** Councillor Dunn

**That** the Minutes of the May 4, 2021 Committee of the Whole Meeting and the May 11, 2021 Special Committee of the Whole Meeting be received and the recommendations, included in Section 9.3 of the Agenda, save and except for Items 9.3.21, 9.3.22 and 9.3.29, be adopted.

**Carried**

9.3 Business Arising from Committee of the Whole Minutes

9.3.1 CW2021-110

**That** the deputation of Richard Hill and Colin Campbell, **regarding concern about the condition of the road at Front Street West and West Drive, Bobcaygeon**, be received.

**Carried**

9.3.2 CW2021-111

**That** the concern regarding the condition of of the road at Front Street West and West Drive, Bobcaygeon, be forward to Engineering for review and report back.

**Carried**

9.3.3 CW2021-112

**That** the correspondence from Bruce Barrett, Brenda Morrison, Rowland Roberge, Betty Hooper, JoAnne and Bruce Beatty, Grace and George Pineau and Jim Susan Clifford, **regarding Recommendations from the Off Road Vehicle Use of City Roads Task Force**, be received.

**Carried**

9.3.4 CW2021-113

**That** the petition received from Jamie Morris and Peter Petrosoniak, **regarding road access for ATV's and Off Road Vehicles**, be received.

**Carried**

9.3.5 CW2021-114

**That** the presentation by Bryan Robinson, Director of Public Works, and Councillor Dunn, Off Road Vehicle Use of City Roads Task Force Chair, **regarding Off Road Vehicle Use of City Roads Task Force Recommendations**, be received.

**Carried**

9.3.6 CW2021-115

**That** the deputation of Kerrie Bartlett, **regarding the Off Road Vehicle Use of City Roads Task Force Recommendations**, be received.

**Carried**

9.3.7 CW2021-116

**That** the deputation of Peter Petrosoniak, with the supplementary information provided, **regarding the Off Road Vehicle Use of City Roads Task Force Recommendations**, be received.

**Carried**

9.3.8 CW2021-117

**That** the deputation of Heather Stauble, with the supplementary information provided, **regarding the Off Road Vehicle Use of City Roads Task Force Recommendations**, be received.

**Carried**

9.3.9 CW2021-118

**That** the deputation of William Steffler, with the supplementary information provided, **regarding the Off Road Vehicle Use of City Roads Task Force Recommendations**, be received.

**Carried**

9.3.10 CW2021-119

**That** the deputation of Lesley Barrett, **regarding the Off Road Vehicle Use of City Roads Task Force Recommendations**, be received.

**Carried**

9.3.11 CW2021-120

**That** the deputation of John Speirs, **regarding the Off Road Vehicle Use of City Roads Task Force Recommendations**, be received.

**Carried**

9.3.12 CW2021-121

**That** Report PW2021-002, **Off Road Vehicle Task Force Recommendations**, be received.

**Carried**

9.3.13 CW2021-122

**That** Council continue the discussion on a proposed amendment to By-Law 2019-077, being a By-Law to Regulate the Operation of ATV's and ORV's on Municipal Highways in the City of Kawartha Lakes, to allow more road access for ATV's only South of Road 8.

**Carried**

9.3.14 CW2021-123

**That** any Pilot Program that is initiated on the use of off road vehicles on City roads will have a two year term with a review after one year.

**Carried**

9.3.15 CW2021-124

**That** if off road vehicles are permitted on City Roads that access will be permitted between 7:00 a.m. to 9:30 p.m. from May 1st to November 30<sup>th</sup>, pursuant to By-Law 2007-107, being the By-Law to Regulate and Govern Trail Uses Along the Victoria Rail Trail Corridor in the City of Kawartha Lakes.

**Carried**

9.3.16 CW2021-125

**That** the use of off road vehicles on rural roads be referred to the Off Road Vehicle Use of City Roads Task Force for review in September, 2021, with a report back to Committee of the Whole Meeting in Q4, 2021.

**Carried**

9.3.17 CW2021-126

**That** specific road linkage leading from the Bethany Trail Head to the Ganaraska Forest be referred to the Off Road Vehicle Use of City Roads Task Force for review, in coordination with Staff, in September, 2021, with a report back to Committee of the Whole in Q4, 2021.

**Carried**

9.3.18 CW2021-127

**That** the issue of a route leading into commercial district of Bobcaygeon for off road vehicles be referred to the Off Road Vehicle Use of City Roads Task Force for finalization; and

**That** the Off Road Vehicle Use of City Roads Task Force report back on the Bobcaygeon route at the Committee of the Whole Meeting on June 1, 2021.

**Carried**

9.3.19 CW2021-128

**That** the recommendation pertaining to the all terrain vehicle ("ATV") route in Lindsay be deferred to the Committee of the Whole Meeting on June 1, 2021.

**Carried**

9.3.20 CW2021-129

**That** the issue of additional road linkage to provide all terrain vehicles with road access to and from any established ATV route through Lindsay be referred to the Off Road Vehicle Use of City Roads Task Force for review in September, 2021, with a report back to Committee of the Whole in Q4, 2021.

**Carried**

## 9.3.23 CW2021-132

**That** Report **CORP2021-010, 2021 Tax Policy Decisions**, be received;

**That** optional property classes for the 2021 tax year are not adopted;

**That** the tax rate reduction for vacant and excess land in the commercial and industrial class be set as 30% and 35% respectively for 2021;

**That** the tax rate reduction for First Class Undeveloped Farm Land be set at 45% for 2021;

**That** the capping and threshold parameters be established as follows:

	<b>Commercial</b>	<b>Industrial</b>
Annualized Tax Limit	10%	10%
Prior Year's CVA Tax Limit	10%	10%
CVA Tax Threshold for Protected Properties (Increases) (\$0 to \$500)	500	500
CVA Tax Threshold for Clawed Back Properties (Decreases) (\$0 to \$500)	500	500
Properties that were at CVA Tax in 2019 or that would cross over CVA Tax in 2020 are to be excluded from capping	Yes	Yes

**That** the decrease claw back parameters for 2021 be set at 0% for multi-residential, commercial and industrial; and

**That** Council approve the 2021 tax ratios as outlined in Appendix A to report CORP2021-010.

**Carried**

## 9.3.24 CW2021-133

**That** Report CS2021-004, **Release of Fenelon Falls Legacy C.H.E.S.T. Funds**, be received; and

**That** Kawartha Works Community Co-operative be approved for funding in the amount of \$5,000.00 with the allocation to come from the Fenelon Falls Legacy C.H.E.S.T. Reserve (3.24350).

**Carried**

9.3.25 CW2021-034

**That** Report WM2021-008, **Bulky Plastics Recycling Program**, be received;

**That** Council approves the implementation of a two-year (2022-2023) bulky plastic recycling pilot program at the Lindsay Ops landfill; and

**That** staff bring a Pilot Program Evaluation report back to Council by the end of Q2, 2023.

**Carried**

9.3.26 CW2021-135

**That** Report PLAN2021-021, **Growth Management Strategy (GMS) Task Force**, be received for information; and

**That** the GMS Task Force Terms of Reference, substantially in the form attached as Appendix A to Report PLAN2021-021, be approved and adopted by Council.

**Carried**

9.3.27 CW2021-136

**That** Report BLDG2021-001, **Protective Pool Covers**, be received.

**Carried**

9.3.28 CW2021-139

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

**Carried**

9.3.30 CW2021-141

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

**Carried**

9.3.31 CW2021-142

**That** Report CORP2021-013, **Long Range Financial Plan Update**, be received.

**Carried**



9.3.32 CW2021-143

**That** funding, in its entirety, for the Coboconk Wellness Centre be included in the Long Range Financial Plan for the City of Kawartha Lakes.

**Carried**

9.4 Items Extracted from Committee of the Whole Minutes

9.3.21 CW2021-130

**CR2021-238**

**Moved By** Councillor Elmslie

**Seconded By** Councillor Veale

**That** Report RS2021-019, **Proposed Land Management Team Management Directive**, be received.

**Carried**

9.3.22 CW2021-131

**CR2021-239**

**Moved By** Councillor Elmslie

**Seconded By** Councillor Veale

**That** the Land Management Committee be renamed the Land Management Team and all by-laws, policies, management directives and standard operating procedures of the City of Kawartha Lakes referencing the Land Management Committee be amended, accordingly; and

**That** Councillors Elmslie and Veale be appointed to work with the current Land Management Team to review Land Management Council Policy CP2018-007, and provide any recommended changes to that Policy by Q4, 2021.

**Carried**

9.3.29 CW2021-140

**CR2021-240**

**Moved By** Councillor Ashmore

**Seconded By** Councillor Yeo

**That** Report EMS2021-002, **Paramedic Service Master Plan**, be received.

**Carried**

**CR2021-241**

**Moved By** Councillor Ashmore

**Seconded By** Councillor Richardson

**That** the Paramedic Master Plan, attached to Report EMS 2021-002 as Appendix A, be amended to include a review of the response and volume statistics in Omeme, and area, in the late phase of the Plan (2027-2031).

**Carried**

**CR2021-242**

**Moved By** Councillor Veale

**Seconded By** Councillor Yeo

**That** the recommendations contained within the Paramedic Service Master Plan attached to Report EMS 2021-002 as Appendix A, as amended, be considered to inform future strategic planning, Department work plan objectives, budget forecasts.

**Carried**

**10. Planning Advisory Committee**

10.1 Correspondence Regarding Planning Advisory Committee Recommendations

10.2 Planning Advisory Committee Minutes

**Planning Advisory Committee Meeting Minutes, May 5, 2021**

10.3 Business Arising from Planning Advisory Committee Minutes

10.4 Items Extracted from Planning Advisory Committee Minutes

10.3.1 PAC2021-030

**CR2021-243**

**Moved By** Councillor Veale

**Seconded By** Councillor Elmslie

**That** the deputation of Emma Drake, regarding Report PLAN2021-020, Item 6.2 on the the Agenda, be received.

**Carried**

10.3.2 PAC2021-031

**CR2021-244**

**Moved By** Councillor Richardson

**Seconded By** Councillor Elmslie

**That** Report PLAN2021-019, **Zoning By-law Amendment for Cannabis Cultivation and Processing**, be received;

**That** a Zoning By-law Amendment respecting application D06-2020-027, substantially in the form attached as Appendix B to Report PLAN2021-019, 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**

10.3.3 PAC2021-032

**CR2021-245**

**Moved By** Councillor Veale

**Seconded By** Deputy Mayor O'Reilly

**That** Report PLAN2021-020, **Part of Lot 3, Concession 11, geographic Township of Emily, City of Kawartha Lakes, identified as 833 Pigeon Lake Road, Gingrich – D06-2020-029**, be received;

**That** a Zoning By-law, respecting application D06-2020-029, substantially in the form attached as Appendix D to Report PLAN2021-020 be approved for adoption by Council; and

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

**Carried**

The meeting recessed at 2:46 p.m. and reconvened at 2:33 p.m.

**CR2021-246**

**Moved By** Councillor Veale

**Seconded By** Councillor Dunn

**That** the Minutes of the May 5, 2021 Planning Advisory Committee Meeting be received.

**Carried**

## 11. Consent Matters

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

Mayor Letham Item 11.1.10

Councillor Ashmore Items 11.1.3, 11.1.12 and 11.1.13

**Moved By** Councillor Dunn

**Seconded By** Councillor Elmslie

**That** all of the proposed resolutions shown in Section 11.1 of the Agenda, save and except for Items 11.1.3, 11.1.10, 11.1.12 and 11.1.13, be approved and adopted by Council in the order that they appear on the agenda and sequentially numbered.

**Carried**

### 11.1 Reports

#### 11.1.1 CAO2021-007

##### **OPP Detachment Board Composition**

Ron Taylor, Chief Administrative Officer

##### **CR2021-247**

**That** Report CAO2021-007, **OPP Detachment Board Composition**, be received;

**That** the Ministry of the Solicitor General be advised that one OPP Detachment Board is recommended to serve all of the geographic area of the City of Kawartha Lakes; and

**That** the preferred composition of the future Kawartha Lakes Detachment Board consist of:

- Three (3) members of City Council;
- One (1) Provincial appointee; and
- One (1) Community representative.

**Carried**

11.1.2 CAO2021-008

**Outstanding Resolutions and Timelines**

Ron Taylor, Chief Administrative Officer

**CR2021-248**

**That** Report CAO2021-008, **Outstanding Resolutions and Timelines**, be received; and

**That** Council approve the revised timing for reporting back on various matters as directed through council resolutions, as outlined in Appendix A to this report.

**Carried**

11.1.4 PUR2021-009

**2021-42-OQ Request for Quotation Supply and Delivery of Road Patching Material**

Marielle Van Engelen, Buyer

Richard Monaghan, Senior Engineering Technician

**CR2021-249**

**That** Report PUR2021-009, **Request for Quotation 2021-42-OQ Supply and Delivery of Road Patching Material**, be received;

**That** Request for Quotation 2021-42-OQ Supply and Delivery of Road Patching Material be awarded to Black Armour Asphalt Products Inc, for the supply and delivery of high performance road patching material for all Public Works Areas for an estimated annual cost of \$151,575.00 not including HST;

**That** Coco Paving Inc., be awarded the supply and delivery of hot mixed, cold placed road patching material for all Public Works Areas for an estimated annual cost of \$248,662.50 not including HST;

**That** Council authorize the option to renew the contract, including unit price adjustments subject to Consumer Price Index (CPI), for an additional four (4) – one (1) year terms based on annual budget approval, mutual agreement and successful completion of the initial term and each term thereafter; and

**That** subject to receipt of the required documents the Mayor and Clerk be authorized to execute the agreements.

**Carried**

11.1.5 PUR2021-011

**2020 Q4 and 2021 Q1 Quarterly Report**

Launa Macey, Supervisor of Procurement

**CR2021-250**

**That** Report PUR2021-011, **2020 Q4 and 2021 Q1 Quarterly Report**, be received;

**That** 953170501 Emergency heat source at 68 Lindsay Street be funded from the Capital Contingency Reserve, account 1.32248, in the amount of \$35,616.02; and

**That** 99210101 for replacement of the Lindsay Recreation Complex Boiler be funded from the Capital Contingency Reserve, account 1.32248, in the amount of \$22,132.82.

**Carried**

11.1.6 PUR2021-014

**RFQ 2021-23-CQ Supply and Delivery of Three Medium Duty Trucks and One Medium Duty Conversion Pick-up Truck**

Marielle Van Engelen, Buyer

**CR2021-251**

**That** Report PUR2021-014, **RFQ 2021-23-CQ Supply and Delivery of Three Medium Duty Trucks and One Medium Duty Conversion Pick-up Truck**, be received;

**That** Blue Mountain Chrysler Ltd., as the highest scoring respondent, be awarded the supply and delivery of three medium duty trucks;

**That** East Court Ford Lincoln Sales Ltd., as the highest scoring respondent, be awarded for the supply and delivery of one medium duty conversion truck;

**That** the deficit in the project, 994210212, of \$16,058 be funded by the Public Works section of the Fleet Reserve (1.32070);

**That** Council authorizes the option to renew the contract, with Blue Mountain Chrysler Ltd., after the initial year for the supply and delivery of medium duty trucks for four (4) additional one year terms based on the same terms and conditions of the original contract, satisfactory performance, mutual agreement and approval of the Fleet Capital budget;

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

**That** the Procurement Division be allowed to create the purchase orders as required.

**Carried**

11.1.7 PUR2021-015

**Bobcaygeon Composite Elevated Tank Re-coating and Rehabilitation**

Linda Lee, Buyer

Corby Purdy, Supervisor Infrastructure Design and Construction

**CR2021-252**

**That** Report PUR2021-015, **Bobcaygeon Composite Elevated Tank (CET) Re-coating and Rehabilitation**, be received;

**That** Council award the Bobcaygeon CET Re-coating and Rehabilitation to Ontario Clean Water Agency (OCWA) for a total cost of \$956,862.00 not including HST;

**That** the balance of \$436,973.00 be funded from the Water Capital Reserve;

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

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

**Carried**

11.1.8 PLAN2021-022

**Removal of Holding (H) Provision - Vacant Lands, Block 39, Plan 57M-798 (Logie Street)**

Kent Stainton, Planner II

**CR2021-253**

**That** Report PLAN2021-022, **Block 39, Plan 57M-789, former Town of Lindsay, City of Kawartha Lakes, identified as vacant land on Logie Street, Lindsay, Bromont Homes Inc. - D06-2021-008**, be received;

**That** the proposed zoning by-law amendment, substantially in the form attached as Appendix C to Report PLAN2021-022, be adopted by Council; and

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

**Carried**

11.1.9 PLAN2021-023

**Telecommunications Facility Concurrence Application – Xplornet Communications (268 King’s Wharf Road, Emily - Sandra Thurston)**

Ian Walker, Planning Officer - Large Developments

**CR2021-254**

**That** Report PLAN2021-023, **Part of Lot 5, Concession 13, Geographic Township of Emily, Sandra Thurston – Application D44-2021-002**, be received;

**That** the 45.0 metre self-supported telecommunication facility proposed by FB Connect on behalf of Xplornet Communications, to be sited on property at 268 King’s Wharf Road and generally outlined in Appendices A to D to Report PLAN2021-023, be supported by Council, conditional upon the applicant entering into a Telecommunication Facility Development Agreement with the City;

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

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

**Carried**

11.1.11 PLAN2021-025

**By-Law to Deem Lot 42, Plan 378 (848 Indian Point Road)**

David Harding, Planner II

**CR2021-255**

**That** Report PLAN2021-025, **By-law to Deem Lot 42, Plan 378**, be received;

**That** a Deeming By-law respecting Lot 42, Plan 378, substantially in the form attached as Appendix D to Report PLAN2021-025, be approved and adopted by Council; and

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

**Carried**



11.1.14 PLAN2021-028

**Council Exemption Request from 2 Year Prohibition on Minor Variance Applications**

Richard Holy, Acting Director of Development Services

**CR2021-256**

**That** Report PLAN2021-028, **Council Exemption Request from 2 Year Prohibition on Minor Variance Applications**, be received; and

**That** in accordance with Section 45.(1.4) of the Planning Act, Council hereby passes this resolution exempting the provisions of Section 45.(1.3) from applying to the following by-laws previously approved by Council relating to specific parcels of land:

By-law 2019-107; and

By-law 2020-029.

**Carried**

11.1.15 PLAN2021-029

**A By-Law to Deem Lots 39 and 40 (100 Laidlaw Drive) Geographic Township of Bexley (McAlister)**

Jonathan Derworiz, Planner II

**CR2021-257**

**That** Report PLAN2021-029, **A By-law to Deem Lots 39 and 40 (100 Laidlaw Drive), Geographic Township of Bexley, (McAlister)**, be received;

**That** a Deeming By-law respecting Lots 39 and 40, Plan 475, substantially in the form attached as Appendix D to Report PLAN2021-029, 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**

11.1.16 ENG2021-010

**2021 Airport Budget Reallocation**

Lisa Peimann, Executive Assistant, Engineering and Corporate Assets

**CR2021-258**

**That** Report ENG2021-010, **2021 Airport Budget Reallocation**, be received;

**That** \$50,000 of tax levy funding be transferred from the Airport Obstacle Limitation Surface Survey special project (921210301) to the Capital Contingency Reserve (1.32248); and

**That** a new capital project, entitled Access Road Taxiway and Apron (987210104), be added to the 2021 Airport Siteworks capital program (9872101) with a budget of \$50,000 financed by the Capital Contingency Reserve (1.32248).

**Carried**

11.2 Items Extracted from Consent

11.1.3 FIRE2021-003

**Amendment to Bylaw 2007-236 Sale and Setting Off of Fireworks**

Mark Pankhurst, Fire Chief

**CR2021-259**

**Moved By** Councillor Yeo

**Seconded By** Councillor Elmslie

**That** Report FIRE2021-003, **Amendment to Bylaw 2007-236 Sale and Setting off of Fireworks Bylaw**, be received; and

**That** a By-law, substantially in the form attached as Appendix A to Report FIRE2021-003 be approved for adoption by Council.

**Carried**

11.1.10 PLAN2021-024

**Telecommunications Facility Concurrence Application – Xplornet Communications (64 Highway 7A, Manvers - Maltheb Farms 2000 Ltd.)**

Ian Walker, Planning Officer - Large Developments

**CR2021-260**

**Moved By** Councillor Richardson

**Seconded By** Councillor Elmslie

**That** Report PLAN2021-024, **Part of Lots 1 & 2, Concession 8, Geographic Township of Manvers, Maltheb Farms 2000 Ltd. – Application D44-2021-003**, be received;

**That** the 45.0 metre self-supported telecommunication facility proposed by FB Connect on behalf of Xplornet Communications, to be sited on property at 64 Highway 7A and generally outlined in Appendices A to D to Report PLAN2021-024, be supported by Council, conditional upon the applicant entering into a Telecommunication Facility Development Agreement with the City;

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

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

**Carried**

11.1.12 PLAN2021-026

**Removal of Holding Provision, 2607226 Ontario Inc.**

Sherry L. Rea, Development Planning Supervisor

**CR2021-261**

**Moved By** Councillor Ashmore

**Seconded By** Councillor Dunn

**That** Report PLAN2021-026, **Block 13, Plan 57M-782, former Town of Lindsay, City of Kawartha Lakes, identified as vacant land on Chadwin Drive, Lindsay, 2607226 Ontario Inc. - D06-2021-006**, be received;

**That** the proposed zoning by-law amendment, substantially in the form attached as Appendix C to Report PLAN2021-026, be adopted by Council; and

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

**Carried**

11.1.13 PLAN2021-027

**Removal of Holding Provision, Lindsay Seniors GP Ltd./Lindsay Seniors LP  
(37 Adelaide Street North, Lindsay)**

Mark LaHay, Planner II

**CR2021-262**

**Moved By** Deputy Mayor O'Reilly

**Seconded By** Councillor Veale

**That** Report PLAN2021-027, **Block 15, Plan 57M-782, former Town of Lindsay, City of Kawartha Lakes, identified as vacant land at 37 Adelaide Street North, Lindsay, Lindsay Seniors GP Ltd./Lindsay Seniors LP - D06-2021-007**, be received;

**That** the proposed zoning by-law amendment, substantially in the form attached as Appendix 'C' to Report PLAN2021-027, be adopted by Council; and

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

**Carried**

**12. Petitions**

12.1 CC2021-09.12.1

**Petition Regarding the Condition of the Roadway at Front Street West and West Street, Bobcaygeon  
(A complete copy of the petition with 62 signatures is available at the Clerk's Office)**

Richard Hill

Colin Campbell

**CR2021-263**

**Moved By** Councillor Seymour-Fagan

**Seconded By** Councillor Richardson

**That** the petition received from Richard Hill and Colin Campbell, **regarding the condition of the roadway at Front Street West and West Street, Bobcaygeon**, be received and referred to Staff for review in conjunction with the direction provided by resolution CR2021-237/CW2021-111.

**Carried**

**13. Other or New Business**

## 14. By-Laws

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

### **CR2021-264**

**Moved By** Councillor Veale

**Seconded By** Councillor Richardson

**That** the By-Laws shown in Section 14.1 of the Agenda, namely: Items 14.1.1 to and including 14.1.28 be read a first, second and third time, passed, numbered, signed and the corporate seal attached.

**Carried**

### 14.1 By-Laws by Consent

#### 14.1.1 By-Law 2021-047

By-Law to Establish 2021 Tax Ratios in the City of Kawartha Lakes

#### 14.1.2 By-Law 2021-048

By-Law to Set Tax Rate Reductions for the Prescribed Subclasses in the City of Kawartha Lakes for the Year 2021

#### 14.1.3 By-Law 2021-049

By-Law to Limit Tax Decreases on Commercial, Industrial and Multi-Residential Properties for 2021 in the City of Kawartha Lakes

#### 14.1.4 By-Law 2021-050

By-Law to Establish 2021 Tax Rates in the City of Kawartha Lakes

#### 14.1.5 By-Law 2021-051

By-Law to Provide Tax Relief to Certain City of Kawartha Lakes Property Owners Who Are Low Income Elderly Persons, Low Income Persons Between The Ages Of 55 And 64, Low Income Disabled Persons Or Ontario Disability Support Program Recipients

#### 14.1.6 By-Law 2021-052

By-Law to Provide Water Rate Relief to Certain City of Kawartha Lakes Property Owners Who Are Low Income Elderly Persons, Low Income Persons Between The Ages Of 55 And 64, Low Income Disabled Persons Or Ontario Disability Support Program Recipients

14.1.7 By-Law 2021-053

By-Law to Authorize the Imposition of Special Charges relating to the Septic Rehabilitation Loan Program for 5 Boulder Street, Little Britain (Roll No. 1651 006 001 10100.0000) in the City of Kawartha Lakes

14.1.8 By-Law 2021-054

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

14.1.9 By-Law 2021-055

By-law to Authorize the Execution of a Letter of Agreement between Her Majesty the Queen in Right of the Province of Ontario as represented by the Minister of Transportation for the Province of Ontario and the City of Kawartha Lakes related to Funding Provided by the Province of Ontario to the Municipality under the Safe Restart Agreement (SRA) Phase 2 Municipal Transit Funding

14.1.10 By-Law 2021-056

By-Law to Authorize the Execution of a Letter of Agreement between Her Majesty the Queen in Right of the Province of Ontario as represented by the Minister of Transportation for the Province of Ontario and the City of Kawartha lakes related to Funding Provided by the Province of Ontario to the Municipality under the Investing in Canada Infrastructure Program (ICIP): Public Transit System

14.1.11 By-Law 2021-057

By-Law to Amend The Following 18 Zoning By-Laws Within The City Of Kawartha Lakes (Regulation of Cannabis Production and Regulation)

Township of Bexley Zoning By-Law No. 93-09

Village of Bobcaygeon Zoning By-Law No. 16-78

Township of Carden Zoning By-Law No. 79-2

Township of Dalton Zoning By-Law No. 10-77

Township of Eldon Zoning By-Law No. 94-14

Township of Emily Zoning By-Law No. 1996-30

Township of Fenelon Zoning By-Law No. 12-95

Village of Fenelon Falls Zoning By-Law No. 89-25

United Townships of Laxton, Digby, Longford Zoning By-Law No. 32-83

Town of Lindsay Zoning By-Law No. 2000-75

Township of Manvers Zoning By-Law No. 87-06

Township of Mariposa Zoning By-Law No. 94-07  
Village of Omemee Zoning By-law No. 1993-15  
Township of Ops Zoning By-Law No. 93-30  
Township of Somerville Zoning By-Law No. 78-45  
Village of Sturgeon Point By-Law No. 339  
Township of Verulam Zoning By-Law No. 6-87  
Village of Woodville Zoning By-Law No. 93-9

14.1.12 By-Law 2021-058

By-Law to Amend the Township of Emily Zoning By-Law No. 1996-30 to Rezone Land within The City of Kawartha Lakes (833 Pigeon Lake Road - Gingrich)

14.1.13 By-Law 2021-059

By-Law to Amend the Town of Lindsay Zoning By-Law No. 2000-75 to Rezone Land within City of Kawartha Lakes (Logie Street - Bromont Homes)

14.1.14 By-Law 2021-060

By-Law to Deem Part of a Plan of Subdivision, Previously Registered for Lands within Kawartha Lakes, Not to be a Registered Plan of Subdivision in Accordance with the Planning Act PIN#63117-0840 (LT) Described as Lot 42, Plan 378, Geographic Township of Bexley, now City of Kawartha Lakes (848 Indian Point Road - Rasmussen)

14.1.15 By-Law 2021-061

By-Law to Amend the Town of Lindsay Zoning By-Law No. 2000-75 to Rezone Land within the City of Kawartha Lakes (Chadwin Drive - 2607226 Ontario Inc.)

14.1.16 By-Law 2021-062

By-Law to Amend the Town of Lindsay Zoning By-Law No. 2000-75 to Rezone Land within the City of Kawartha Lakes (37 Adelaide Street North - Lindsay Seniors GP Ltd./Lindsay Seniors LP)

14.1.17 By-Law 2021-063

By-Law to Deem Part of a Plan of Subdivision, Previously Registered for Lands within Kawartha Lakes, Not to be a Registered Plan of Subdivision in Accordance with The Planning Act PIN 63116-0600, Described as Lot 39 and Lot 40, Registered Plan 475, Geographic Township of Bexley, now City of Kawartha Lakes (100 Laidlaw Drive - McAlister)

14.1.18 By-Law 2021-064

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

14.1.19 By-Law 2021-065

By-Law to Repeal By-Law 218-097, Being a By-Law to Appoint a Municipal By-Law Enforcement Officer for the City of Kawartha Lakes (D. Camplin)

14.1.20 By-Law 2021-066

By-Law to Repeal By-Law 2018-098, Being a By-Law to Appoint an Area Weed Inspector for the City of Kawartha Lakes (D. Camplin)

14.1.21 By-Law 2021-067

By-Law to Appoint a Municipal Law Enforcement Officer for the City of Kawartha Lakes (J. Pitre)

14.1.22 By-Law 2021-068

By-Law to Appoint an Area Weed Inspector for the City of Kawartha Lakes (J. Pitre)

14.1.23 By-Law 2021-069

By-Law to Appoint a Municipal Law Enforcement Officer for the City of Kawartha Lakes (D. Lofranco)

14.1.24 By-Law 2021-070

By-Law to Appoint an Area Weed Inspector for the City of Kawartha Lakes (D. Lofranco)

14.1.25 By-Law 2021-071

By-Law to Appoint a Municipal Law Enforcement Officer for Limited Purposes (321 Kent Street West, Lindsay)

14.1.26 By-Law 2021-072

By-Law to Repeal and Replace By-law 2017-039 as amended, Being a By-law to Regulate Animals in The City of Kawartha Lakes



14.1.27 By-Law 2021-073

By-Law to Amend By-Law 2018-234, being a By-Law to Establish and Require Payment of Fees for Services (Fees By-Law)

14.1.28 By-Law 2021-074

By-Law to Amend By-Law 2007-239, being a By-Law Respecting the Sale and the Setting Off of Fireworks Within The City of Kawartha Lakes

14.2 By-Laws Extracted from Consent

**15. Notice of Motion**

**16. Closed Session**

16.1 Adoption of Closed Session Agenda

**CR2021-265**

**Moved By** Councillor Dunn

**Seconded By** Councillor Elmslie

**That** the Closed Session agenda be adopted as circulated.

**Carried**

16.2 Disclosure of Pecuniary Interest in Closed Session Items

There were no declarations of pecuniary interest disclosed.

16.3 Move Into Closed Session

**CR2021-266**

**Moved By** Councillor Dunn

**Seconded By** Councillor Richardson

**That** Council convene into closed session at 2:55 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, May 18, 2021, namely Items 16.3.1 to and including 16.3.3.

**Carried**

**17. Matters from Closed Session**

**Item 16.3.1**

The confidential closed session minutes from the April 20, 2021 Regular Council Meeting were approved.

**Item 16.3.2**

Council received an update on the appeals before the Local Planning Appeal Tribunal pertaining to Official Plan 2012, Official Plan Amendment 13 and Secondary Plans thereto, being Case PL120217 et. al. before the Tribunal.

**Item 16.3.3**

Council provided direction on the Volunteer Firefighter Settlement Ratification.

**18. Confirming By-Law**

18.1 CC2021-09.18.1

By-Law to Confirm the Proceedings of the Regular Meeting of Council of May 18, 2021

**CR2021-271**

**Moved By** Councillor Richardson

**Seconded By** Councillor Veale

**That** a by-law to confirm the proceedings of a Regular Council Meeting held Tuesday, May 18, 2021 be read a first, second and third time, passed, numbered, signed and the corporate seal attached.

**Carried**

**19. Adjournment**

**CR2021-272**

**Moved By** Councillor Yeo

**Seconded By** Councillor Veale

**That** the Council Meeting adjourn at 3:19 p.m.

**Carried**

**Read and adopted this 15 day of June, 2021.**

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Andy Letham, Mayor

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Cathie Ritchie, City Clerk



# Request to Speak before Council

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

**Name: \***

Glenda Morris

**Address: \***

8 Fair Avenue

**City/Town/Village:**

Lindsay

**Province: \***

ON

**Postal Code:**

K9V 3P1

**Telephone: \***

**Email: \***

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

**Deputant One:**

Glenda Morris

**Deputant Two:**

First Name, Last Name

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

I would like to speak to the matter of Council's decision regarding use of Off-road vehicles on roads.

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

**Have you discussed this matter with City Staff?**

☐ Yes

☒ No

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

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

I hope Council will reconsider its decision -- as expressed in the Committee of the Whole meeting of June 1 -- to allow off-road vehicles on a route that includes roads in Lindsay.

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

**Signature:**

**Date:**

6/3/2021



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

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

☒ Yes

☐ No

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



# Request to Speak before Council

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

**Name: \***

Ron McInnis

**Address: \***

9 WEldon Court

**City/Town/Village:**

Lindsay

**Province: \***

Ontario

**Postal Code:**

K9V 4N8

**Telephone: \***

**Email: \***

[REDACTED]

[REDACTED]

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

**Deputant One:**

Ron McInnis

**Deputant Two:**

First Name, Last Name

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

I wish to speak to the recommendations brought to Council by the Task Force for ATVs and ORVs within the boundaries of the Town of Lindsay.

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

**Have you discussed this matter with City Staff?**

☐ Yes

☒ No

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

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

I hope to inform and enlighten members of Council of my concerns regarding ATV and ORV travel through the streets of Lindsay, Ontario.

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

**Signature:**

Ron McInnis

**Date:**

6/6/2021



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

☒ Yes

☐ No

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Fax: 705-324-8110 Email: [agendaitems@kawarthalakes.ca](mailto:agendaitems@kawarthalakes.ca)





# Request to Speak before Council

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

**Name: \***

Michael McGregor

**Address: \***

50 Regent St

**City/Town/Village:**

Lindsay

**Province: \***

Ontario

**Postal Code:**

K9V 3V2

**Telephone: \***

**Email: \***

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

**Deputant One:**

Michael McGregor

**Deputant Two:**

First Name, Last Name

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

ATV's on municipal streets.

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

**Have you discussed this matter with City Staff?**

☐ Yes

☒ No

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

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

Hope ATV's will not be allowed on municipal streets.

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

**Signature:**

Michael McGregor

**Date:**

6/9/2021



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

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

☒ Yes

☐ No

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Fax: 705-324-8110 Email: [agendaitems@kawarthalakes.ca](mailto:agendaitems@kawarthalakes.ca)

## Joel Watts

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**From:** Jarrett Allan [REDACTED]  
**Sent:** Saturday, May 1, 2021 11:49 AM  
**To:** Agenda Items  
**Subject:** Petition to Legalize Tiny Houses in the City of Kawartha Lakes

I want to support the petition to Legalize Tiny Houses in The City of Kawartha Lakes, but I can't when its only motivation seems to be a solution to affordable housing. All too often tiny houses are being introduced to the general public as a low-cost alternative to traditional housing. While I concede that their reduced footprint yields inherent savings in material costs, that is a bonus, a side effect of owning/building a tiny house.

They are not shacks, or glorified bunkies, nor are they the next mobile home. They should not be destined for trailer parks. Not that I agree with the stigma there either, let's focus on not adding to it for now. If the average price of a new car is more than what is spent on building/buying a tiny house, you're likely doing it wrong. Many examples exceed six-figure price tags because, as a whole, price is not the focus. Instead, the goal is a high degree of functionality from a small living space.

They are not a solution to affordable housing.

Tiny houses are for people that want to build their own house and either want tight control over the materials or building practices used, or find that a large, two-story house is too much of a task. They are for people who simply don't want a larger space. Perhaps because they no longer care for, or don't wish to have, children. And are seeking a structure akin to a detached apartment. As someone who has moved a few times, I can also see the value of, in the case of tiny houses on wheels, being able to move the entire unit quicker than packing every possession in a box and renting a truck. Of course, an RV or a motorhome would be better suited for frequent travelers, in which case, those are chosen/built instead. Not to mention the minimalist and environmentalist motivations that one may have.

I would like tiny houses to be a feasible housing option. And given that there are few areas in Ontario open to this kind of living, I suspect there will be a lot of interest from outside the Kawarthas. But they are not affordable housing, and, should this motion be accepted, they should not be referred to as such. As it would be false advertising. That is not their sole purpose. So I ask, see and speak beyond the dollar. While I am sure the petition was not written by anyone who reads this. Any further action/promotion should refer to the myriad of other benefits/reasons for choosing this style of living.



**Lindsay & District Labour Council**  
P. O. Box 330, Lindsay, Ontario K9V 4S3  
Voice / Fax: (705) 878-8771

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We are the Lindsay and District Labour Council we have a membership of approx. 3000. We have 14 local unions affiliated with us. We represent members in health care, education, manufacturing, government, service. We would like to present this motion for the City of Kawartha Lakes to consider regarding Laurentian University and Post-Secondary Education. We will also send some background information.

James Mulhern  
President  
Lindsay and District Labour

## **Backgrounder**

### **Post-Secondary Education in Canada and Ontario**

#### **The Importance of PSE in Canada and Ontario**

**Post-secondary education accounts for more than \$40 billion in government revenue annually or approximately 1.2 percent of GDP.** But universities and colleges have far greater roles in the economy and in their local communities.

Universities not only educate the workforce of tomorrow. They drive research and are critical hubs in their communities fostering culture and attracting businesses large and small.

**In Ontario alone, it is estimated that the economic impact of its 21 universities and 24 colleges is more than \$120 billion a year** – a multiplier due to the number of students and researchers, but also due to how university and college infrastructure drives regional economic development and provides an educated workforce.<sup>1</sup>

#### **Employment**

**The PSE sector in Canada directly employs more than 440,000 people across the country and contributes another 300,000 indirect jobs.<sup>2</sup> Universities account for two-thirds of this employment, colleges a third. In Ontario, universities and colleges directly employ more than 118,000.**

Faculty and instructors make up only 25-30 percent of total employment in PSE. **The majority of PSE employees work in a range of occupations from librarians to administrative staff to service and maintenance employees to construction workers.**

#### **FUNDING**

Despite overwhelming evidence that investing in PSE makes sense for Canada's social and economic well-being, both provincial and federal governments have persistently underfunded PSE in recent decades – trends that have been exacerbated by every major economic downturn and crisis since the early 1990s.

Following trends in the United States, Australia, and Great Britain, Canada's governments have similarly rolled back their spending on PSE since the 1980s. **In 1982, 83 per cent of university operating revenue came from government funding. Today, it accounts for only 47 per cent.**<sup>3</sup>

Now along with the United States, the UK, and Australia, **Canada provides the fewest public dollars for its PSE sector in the world.**<sup>4</sup>

In Canada, rather than invest, the Jason Kenney's Conservative government in Alberta has made deep provincial cuts to the provincial budget, forcing the University of Alberta to lay off 400 people, with another 650 to be let go in the coming year.<sup>9</sup>

**But if Canada were to see similar aggressive austerity measures undertaken by provincial governments in the wake of the Covid-19 pandemic, in Ontario this could potentially mean job losses of more than 15,000. Across Canada, comparable levels of job cuts to those seen in the United States and Australia would total more 41,000.**

## **A Recovery Plan**

Any post-Covid recovery plan must include a new publicly funded post-secondary system. One that is fully funded by both provincial and federal governments, and that is free for all students who qualify.

A just transition to a post-COVID world will require retraining for unemployed Canadians, especially in sectors that will not return to pre-COVID levels of employment. It will also require major new initiatives to spark a transition to a clean energy economy.

Without a strong and growing PSE sector, none of these objectives can be met.

**The United States federal government has recognized these problems, and has just passed legislation providing an additional US \$40 billion in emergency funding to its universities and colleges, with further accountability measures on its state governments to maintain funding for higher education.<sup>10</sup>**

But to achieve a sustainable and innovative PSE system, all levels of government – federal provincial, and territorial – must work together to build, strengthen, and sustain a high-quality, accessible system of publicly-funded post-secondary education.

This requires:

- **Emergency stabilization funds for PSE institutions to address the costs and revenue losses associated with the Covid-19 pandemic**
- **A federal Post-Secondary Education Act with clear conditions and accountability measures for federal funding to the provinces;**
- **A dedicated Post-Secondary Transfer that provinces must adhere to;**
- **An increase in federal transfer funding by 40 per cent to restore the level of per-student PSE funding that was provided in 1993; and a similar increase by provincial governments to ensure that 80 percent of all funding in PSE is provided by public dollars.**
- **A new federal/provincial framework that immediately reduces and eventually eliminates tuition fees for post-secondary education.**



**Lindsay & District Labour Council**  
P. O. Box 330, Lindsay, Ontario K9V 4S3  
Voice / Fax: (705) 878-8771

## **Notice of Motion.**

### **City Council Support for Emergency Funds for PSE Institutions and Stable Public Funding for Ontario's Universities and Colleges**

#### **Summary**

Whereas on February 26, the Council of Ontario Universities reported that Ontario's universities have lost more than \$1 billion due to Covid-19 related costs and declining revenues;

And whereas the Council of Ontario Universities has requested emergency stabilization funds of \$500 million to support universities and colleges through the pandemic, but the province has offered only \$100 million;

And whereas one of Ontario's universities – Laurentian University – has already been placed into creditor protection at the cost of millions of public dollars for legal charges and fees, and at the cost of millions of dollars in lost research funding, as well as job losses in the hundreds, and damage to the reputation and future of the university;

And whereas Ontario's universities and colleges are critical to Ontario and to 26 cities and regions, contributing more than \$120 billion to Ontario's economy;

And whereas Ontario's universities and colleges employ more than 118,000 workers, and graduate more than 180,000 students annually with advanced skills and qualifications required for a growing economy;

And whereas a strong, vibrant, and inclusive post-secondary system is critical to any post-pandemic recovery;

And whereas Ontario students need programs that contribute to building and sustaining healthy communities;

And whereas a just transition to a post-COVID world will require retraining for unemployed Canadians, especially in sectors that will not return to pre-COVID levels of



Mayor Letham, Council, ORV Task Force members and Staff:

Thank you for the opportunity to speak to you today about the ORV trail link. The past number of months has brought out a lot of negativity in people and media in regards to this trial. This is a huge financial tourism boost to Kawartha Lakes. I want to provide you with a very simple example of how much a family of four would bring to Kawartha Lakes. Two nights' accommodation, \$300, food approx \$500, fuel \$300, and maybe take in a movie another \$100, which gives you a grand total of approx \$1300 give or take, that is only one family for one weekend. So as a council you may want to rethink the tourism dollars coming to Kawartha Lakes. The Fenelon Falls link have again not presented any challenges or incidents, but I do ask council why staff never brought a report forward about how well this link has actually worked as part of the ORV Task force. I hope council sees through the negative speakers, they continue to say the same thing over at each meeting and to the media. Their stats have not been accurate and they will not admit that that 47% of accidents happen on public roads with another 53% of accidents taking place on private property with alcohol, no helmets and under age contributing to these incidents. These stats come directly from our public health unit. No incidents have taken place on the Fenelon Falls link , we are here to talk about the links not off road incidents! Everyone has lost sight that, this is only a trial, give it the opportunity it deserves. The financial impact that KATVA members pay through memberships and volunteer hours is second to none and without them the trail system would not be maintained for everyone's safety and enjoyment. Kawartha Lakes needs to embrace tourism and move forward, we need to move past being individual communities and unite as the City of Kawartha Lakes

Robert Jardine

**To: Mayor Letham and Council**

**Regarding: Decision on ATV Route through Lindsay**

Today, you will be deciding whether to approve an ATV route through Lindsay.

The decision you make will, for me and for other Lindsay residents to whom I've talked, say much about your values and priorities.

Council has heard from the Medical Officer of Health that ATV accidents have increased in Kawartha Lakes; that being on roadways increases the risk of collisions with other motor vehicles; and that certain design characteristics of these vehicles, particularly ATVs, make them unsafe on roadways. She has stated that from a public health perspective the preferred best practice is to restrict ORVs to trail use only.

Frankly, that in itself should be enough, but you've also heard the safety concerns of your Director of Public Works, and are aware that ATV manufacturers and ATV Safety associations state clearly that off road vehicles should not be driven on roads.

The City's Insurance Risk Management Officer outlined her concerns in the report received at the Committee of the Whole.

Any activity involves some risk, as was acknowledged at the meeting. But ATVs on roads is a predictable and an unnecessary risk: ATV users already have safe access to hundreds of kilometers of trails within the City of Kawartha Lakes.

To create a "pilot project" and ignore all expert advice is to roll the dice and take unacceptable and avoidable risk.

The reports are all there, in the agenda and minute packages from the Council meetings. At no point have the wide range of concerns been discussed and weighed by Council in public (nor by the Task Force).

**Public health and safety is more important than the convenience of a link on roads through town to trails to north and south.**

**Council cannot ignore the predictable risk and increase in ATV accidents for operators and others, liability and costs that would be borne by the City and its taxpayers should accidents occur.**

**Please take the professional and expert advice you have been given and vote no to the proposed Lindsay pilot.**

**My thanks for including this letter in the agenda package.**

**Jamie Morris**

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

## **Minutes**

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

**COW2021-07**

**Tuesday, June 1, 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](mailto: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.

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

CAO R. Taylor, Directors B. Robinson, J. Rojas, C. Shanks, J. Stover, R. Sutherland, Acting Director R. Holy, City Solicitor R. Carlson, Manager of Corporate Assets A. Found, Accessibility Officer B. Condie, Manager of Housing M. Corley, Economic Development Officer - Heritage Planner, Manager of Economic Development R. Mustard, Supervisor of Technical Services M. Farquhar and Manager of Environmental Services D. Kerr were also in attendance electronically.

**2. Adoption of Agenda**

**CW2021-145**

**Moved By** Councillor Elmslie

**Seconded By** Councillor Veale

**That** the agenda for the June 1, 2021 Committee of the Whole Meeting be adopted as circulated and with the following amendments:

Additions:

Item 5.6 Deputation by Peter Petrosniak regarding Off Road Vehicle Use of City Roads

Item 5.7 Deputation by William Steffler regarding Off Road Vehicle Use of City Roads

Item 5.8 Deputation by Paul Steffler regarding Off Road Vehicle Use of City Roads

Item 5.9 Deputation by John Speirs regarding Off Road Vehicle Use of City Roads

Item 6.3 Correspondence from Jamie Morris regarding Off Road Vehicle Use of City Roads

**Carried**

**3. Disclosure of Pecuniary Interest**

There were no declarations of pecuniary interest disclosed.

**4. Presentations**

**4.1 COW2021-07.4.1**

**Safety of Off Road Vehicles on Roads Presentation**

**Timed Appointment 1:00 p.m.**

Dr. Natalie Bocking, Medical Officer of Health, Haliburton Kawartha Pine Ridge District Health Unit

Dr. Natalie Bocking, Medical Officer of Health, provided an overview of safety issues surrounding the use of Off Road Vehicles on roads.

**CW2021-146**

**Moved By** Councillor Richardson

**Seconded By** Councillor Elmslie

**That** the presentation by Dr. Natalie Bocking, Medical Officer of Health for the Haliburton, Kawartha Pine Ridge District Health Unit, **regarding the Safety of Off Road Vehicles on Roads**, be received; and

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

**Carried**

**4.2 COW2021-07.4.2**

**2021 Accessibility Awareness Recognition Awards Presentation**

**Timed Appointment 1:15 p.m.**

Barb Condie, Accessibility Officer

Councillor Elmslie, Accessibility Advisory Committee

Elizabeth Peeters, Team Leader, Public Awareness Working Group, Accessibility Advisory Committee

Councillor Elmslie and Elizabeth Peeters, Team Leader of the Public Awareness Working Group of the Accessibility Advisory Committee, provided an overview of the 2021 Accessibility Awareness Recognition Awards and introduced each recipient:

- Outstanding Contribution - Business: Dr. David Lane and Team

- Outstanding Contribution - Business: Subway (Whitney Town Centre, Lindsay)
- Outstanding Contribution - Community Group: Fenelon Falls Curling Club
- Outstanding Contribution - Individual: Mike Perry
- Outstanding Contribution - City of Kawartha Lakes Employee/Team: The Parks, Recreation and Culture Division including Jenn Johnson, Manager of Parks, Recreation and Culture, Rod Porter and Ryan Smith
- Outstanding New Build or Modification: Therapeutic Horse Riding in Lindsay (T.H.R.I.L.)
- Barbara McArthur Award of Distinction: Jim Armstrong

Council congratulated the 2021 award recipients and thanked them for their contribution to the Community.

## **5. Deputations**

### **5.1 COW2021-07.5.1**

#### **Off Road Vehicle Use of City Roads Task Force Recommendations**

Richard Fedy

Richard Fedy provided comments on the use of Off Road Vehicles on City roads.

#### **CW2021-147**

**Moved By** Councillor Seymour-Fagan

**Seconded By** Deputy Mayor O'Reilly

**That** the deputation of Richard Fedy, **regarding the Off Road Vehicle Use of City Roads Task Force Recommendations**, be received; and

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

**Carried**

5.2 COW2021-07.5.2

**Access for All Terrain Vehicles in Lindsay**

Gordon Ferguson

Karen Ferguson

Gordon Ferguson provided comments on the use of Off Road Vehicles on City roads.

**CW2021-148**

**Moved By** Councillor Dunn

**Seconded By** Councillor Veale

**That** the deputation of Gordon Ferguson, **regarding Access for All Terrain Vehicles in Lindsay**, be received; and

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

**Carried**

5.3 COW2021-07.5.3

**Off Road Vehicle Use of City Roads Task Force Recommendations**

Robert Jardine

Robert Jardine was not present to complete his deputation.

5.4 COW2021-07.5.4

**Placement of a Little Food Pantry at the Kirkfield Library**

Maggie Upton

Marina Hodson

Maggie Upton and Marina Hodson provided an overview of a Little Food Pantry that they would like to install at the Kirkfield Library. Ms. Upton and Ms. Hodson requested that Council approve the installation of the Pantry.

**CW2021-149**

**Moved By** Councillor Veale

**Seconded By** Councillor Yeo

**That** the deputation of Maggie Upton and Marina Hodson, **regarding the Placement of a Little Food Pantry at the Kirkfield Library**, be received;

**That** the Placement of a Little Food Pantry at the Kirkfield Library be referred to staff for review and report back, through a Memorandum, at the June 15, 2021 Regular Council Meeting; and

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

**Carried**

5.5 COW2021-07.5.5

**Downtown Parking Strategy**

Steve Podolsky, Lindsay Downtown BIA

Charlie McDonald, Lindsay Downtown BIA

Steve Podolsky and Charlie McDonald provided comments on the Downtown Parking Strategy from the Lindsay Downtown BIA.

**CW2021-150**

**Moved By** Deputy Mayor O'Reilly

**Seconded By** Councillor Dunn

**That** the deputation of Steve Podolsky and Charlie McDonald, of the Lindsay Downtown BIA, **regarding the Downtown Parking Strategy**, be received; and

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

**Carried**

5.6 COW2021-07.5.6

**Off Road Vehicle Use of City Roads**

Peter Petrosoniak

Peter Petrosoniak provided comments on the use of Off Road Vehicles on City roads.

**CW2021-151**

**Moved By** Councillor Yeo

**Seconded By** Councillor Elmslie

**That** the deputation of Peter Petrosoniak, **regarding Off Road Vehicle Use of City Roads**, be received; and

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

**Carried**



5.7 COW2021-07.5.7

**Off Road Vehicle Use of City Roads**

William Steffler

William Steffler provided comments on the use of Off Road Vehicle Use on City roads.

**CW2021-152**

**Moved By** Councillor Dunn

**Seconded By** Deputy Mayor O'Reilly

**That** the deputation of William Steffler, **regarding Off Road Vehicle Use of City Roads**, be received; and

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

**Carried**

5.8 COW2021-07.5.8

**Off Road Vehicle Use of City Roads**

Paul Steffler

Paul Steffler provided comments on the use of Off Road Vehicle on City roads.

**CW2021-153**

**Moved By** Deputy Mayor O'Reilly

**Seconded By** Councillor Richardson

**That** the deputation of Paul Steffler, **regarding Off Road Vehicle Use of City Roads**, be received; and

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

**Carried**

5.9 COW2021-07.5.9

**Off Road Vehicle Use of City Roads**

John Speirs

John Speirs provided comments on the use of Off Road Vehicle Use on City roads.

**CW2021-154**

**Moved By** Councillor Seymour-Fagan

**Seconded By** Councillor Elmslie

**That** the deputation of John Speirs, **regarding Off Road Vehicle Use of City Roads**, be received; and

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

**Carried**

**6. Correspondence**

**6.1 COW2021-07.6.1**

**Off Road Vehicle Use of City Roads**

Dan Plancke

**CW2021-155**

**Moved By** Councillor Dunn

**Seconded By** Deputy Mayor O'Reilly

**That** the correspondence from Dan Plancke, regarding Off Road Vehicle Use of City Roads, be received; and

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

**Carried**

**6.2 COW2021-07.6.2**

**Off Road Vehicle Use in Bobcaygeon**

Peter Vandentillart

**CW2021-156**

**Moved By** Councillor Seymour-Fagan

**Seconded By** Councillor Richardson

**That** the correspondence from Peter Vandentillart, **regarding Off Road Vehicle Use in Bobcaygeon**, be received; and

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

**Carried**

6.3 COW2021-07.6.3

**Off Road Vehicle Use of City Roads**

Jamie Morris

**CW2021-157**

**Moved By** Councillor Dunn

**Seconded By** Councillor Yeo

**That** the correspondence from Jamie Morris, **regarding Off Road Vehicle Use of City Roads**, be received; and

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

**Carried**

**7. Presentations**

7.1 COW2021-07.7.1

**Community Safety and Well-Being Plan Presentation**

Mark Mitchell, Chief, Kawartha Lakes Police Services

Tim Tatchell, Detachment Commander, City of Kawartha Lakes OPP

Mark Mitchell, Chief of Kawartha Lakes Police Services, provided an update on the Community Safety and Well-Being Plan.

**CW2021-158**

**Moved By** Councillor Veale

**Seconded By** Deputy Mayor O'Reilly

**That** the presentation by Mark Mitchell, Chief of Kawartha Lakes Police Services, **regarding the Community Safety and Well-Being Plan**, be received; and

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

**Carried**

7.2 COW2021-07.7.2

**Downtown Parking Strategy Presentation**

Adam Found, Manager of Corporate Assets

Peter Richards, IBI Group

Adam Found, Manager of Corporate Assets, and Peter Richards, of IBI Group, provided an overview of the Downtown Parking Strategy.

**CW2021-159**

**Moved By** Councillor Yeo

**Seconded By** Councillor Dunn

**That** the presentation by Adam Found, Manager of Corporate Assets, and Peter Richards, of IBI Group, **regarding the Downtown Parking Strategy**, be received; and

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

**Carried**

7.2.1 Report CA2021-003

**Downtown Parking Strategy Report**

Adam Found, Manager of Corporate Assets

**CW2021-160**

**Moved By** Councillor Elmslie

**Seconded By** Councillor Dunn

**That** Report CA2021-003, **Downtown Parking Strategy**, be received;

**That** the Downtown Parking Strategy, attached as Appendix A to Report CA2021-003, be adopted as a master plan for the purpose of informing future recommendations, plans and budgets; and

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

**Carried**

**8. Reports**

8.1 PRC2021-004

**Omemee Splash Pad Update**

Craig Shanks, Director of Community Services

**CW2021-161**

**Moved By** Councillor Ashmore

**Seconded By** Councillor Yeo

**That** Report PRC2021-004, **Omemee Splash Pad Update**, be received;

**That** staff review the servicing feasibility, including financing and capital costs, for a Splash Pad in Omemee and report back to Council with options by the end of Q4, 2021; and

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

**Carried**

8.2 HH2021-003

**Annual Housing and Homelessness Plan (HHP) Report**

Michelle Corley, Human Services Manager, Housing

**CW2021-162**

**Moved By** Councillor Elmslie

**Seconded By** Deputy Mayor O'Reilly

**That** Report HH2020-003, **2020 Annual Housing and Homelessness Plan (HHP) Report**, be received for information; and

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

**Carried**

8.3 ED2021-017

**Proposed Heritage Designation of 398 County Road 41, Bexley Township**

Emily Turner, Economic Development Officer - Heritage Planner

**CW2021-163**

**Moved By** Councillor Yeo

**Seconded By** Councillor Veale

**That** Report ED2021-017, **Proposed Designation of 398 County Road 41, Bexley Township**, be received;

**That** the Municipal Heritage Committee's recommendation to designate 398 County Road 41 under Part IV of the Ontario Heritage Act as being of cultural heritage value or interest be endorsed;

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

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

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

**Carried**

8.4 ED2021-020

**Winter Festival Communication and Promotions**

Rebecca Mustard, Manager of Economic Development

**CW2021-164**

**Moved By** Councillor Elmslie

**Seconded By** Councillor Richardson

**That** Report ED2021-020, **Winter Festival Communication and Promotions**, be received;

**That** Council endorse the proposed framework for a Kawartha Lakes Winter Festival in Winter 2022 with the potential to continue in future years; and

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

**Carried**

8.5 ENG2021-011

**Life Cycle Extension, Local Asphalt Road Section Candidates**

Mike Farquhar, Supervisor, Technical Services

**CW2021-165**

**Moved By** Councillor Yeo

**Seconded By** Councillor Dunn

**That** Report ENG2021-011, **Life Cycle Extension, Local Asphalt Road Section Candidates**, be received; and

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

**Carried**

**CW2021-166**

**Moved By** Councillor Elmslie

**Seconded By** Councillor Veale

**That** the budget for the 2021 Life Cycle Management Capital Program (9832107) be increased by \$700,000.00 for the purpose of accommodating additional work outlined in Table 3 of Report ENG2021-11;

**That** the added budget of \$700,000.00 be funded from the Federal Gas Tax Reserve;

**That**, through the change order process, said work be added to the contract awarded under Tender 2021-33-CQ; and

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

**Carried**

**CW2021-167**

**Moved By** Councillor Elmslie

**Seconded By** Councillor Yeo

**That** Naylor Road, from Highway 35 to the gravel section of the road, be included in the 2021 Life Cycle Management Program at a cost of \$85,000.00, to be funded from the Federal Gas Tax Reserve; and

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

**Carried**

8.6 ENG2021-012

**Kenhill Beach Road and Long Beach Road Drainage Issues**

Mike Farquhar, Supervisor, Technical Services

**CW2021-168**

**Moved By** Councillor Ashmore

**Seconded By** Councillor Elmslie

**That** Report ENG2021-012, **Kenhill Beach Road and Long Beach Road Drainage Issues**, be received; and

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

**Carried**

**CW2021-169**

**Moved By** Councillor Ashmore

**Seconded By** Councillor Elmslie

**That** cost and design for the drainage work on Kenhill Beach Road, estimated at \$45,000.00, be brought forward through the 2022 capital budgeting process;

**That** the cost and design for the drainage work on Long Beach Road, estimated at \$20,000.00, be brought forward as a decision unit for consideration in the 2022 capital budgeting process; and

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

**Carried**

8.7 WM2021-009

**Construction and Demolition Recycling Pilot Results and Recommendations**

David Kerr, Manager, Environmental Services

**CW2021-170**

**Moved By** Councillor Richardson

**Seconded By** Councillor Dunn

**That** Report WM2021-009, **Construction and Demolition Recycling Pilot Results and Recommendations**, be received;

**That** Council approves a permanent Construction and Demolition recycling program at the Lindsay Ops landfill, with an operating budget of \$155,000 in 2022; and



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

**Carried**

8.8 WM2021-010

**Improvements to the Mattress Recycling Program**

David Kerr, Manager, Environmental Services

**CW2021-171**

**Moved By** Councillor Dunn

**Seconded By** Councillor Veale

**That** Report WM2021-010, **Improvements to the Mattress Recycling Program**, be received;

**That** Council approves recycling all mattresses in the City of Kawartha Lakes and no longer accepts mattresses for disposal at the Laxton, Eldon, Somerville, and Fenelon landfills;

**That** Council direct staff to present an operating budget of \$145,000 for 2022 to operate the enhanced mattress recycling program; and

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

**Carried**

8.9 RD2021-004

**Enhanced Downtown Winter Level of Service**

Oliver Vigelius, Manager, Roads Operations (West B)

**CW2021-172**

**Moved By** Councillor Veale

**Seconded By** Councillor Dunn

**That** Report RD2021-004, **Enhanced Downtown Winter Level of Service**, be received; and

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

**Carried**

**CW2021-173**

**Moved By** Deputy Mayor O'Reilly

**Seconded By** Councillor Dunn

**That** the Pilot Project put in place for Lindsay's Downtown BIA District for the 2020/2021 winter season, waiving the current policy(cies) and By-Law one year and allowing Lindsay's Downtown BIA District to receive the same level of sidewalk winter maintenance as other downtown areas in the City be made permanent;

**That** By-Law 95-04, Clearing and Removing Snow and Ice from Sidewalks Downtown in Lindsay, be amended to reflect the maintenance responsibilities of the City of Kawartha lakes and adjacent property owners; and

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

**Carried**

**CW2021-174**

**Moved By** Councillor Elmslie

**Seconded By** Councillor Yeo

**That** the trigger height detailed in Table 4 - Snow Removal Level of Service, Urban/Built Up Areas, Roadside of Council Policy C 124 EPW 010 Roadway Level of Service Policy Winter Maintenance be adjusted for all instances detailed in the table to read 0.5m in place of the existing 0.9m; and

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

**Carried**

**9. Memorandums**

**9.1 COW2021-07.9.2**

**Memorandum Regarding the Off Road Vehicle Use of City Roads Task Force Recommendations for Lindsay**

Councillor Dunn

**CW2021-175**

**Moved By** Councillor Dunn

**Seconded By** Councillor Richardson

**That** the Memorandum from Councillor Dunn, **regarding Off Road Vehicle Use of City Roads Task Force Recommendations for Lindsay**, be received; and

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

**Carried**

**CW2021-176**

**Moved By** Councillor Dunn

**Seconded By** Councillor Seymour-Fagan

**That** the following route be approved for the Off Road Vehicle Pilot Project, to provide access through Lindsay for all terrain vehicles,: the Victoria Rail Trail (VRT) trailhead at Logie Street to King Street, King Street to Lindsay Street, Lindsay Street to Wellington Street, Wellington Street to Victoria Avenue, Victoria Avenue to Elgin Street, Elgin Street to Angeline Street, Angeline Street to Thunderbridge Road, Thunderbridge Road to the VRT trailhead.

**Carried**

**Moved By** Councillor Dunn

**Seconded By** Councillor Ashmore

**That** the following route be approved for the Off Road Vehicle Pilot Project, as a second access route through Lindsay for all terrain vehicles,: the VRT trailhead at Logie Street to Lindsay Street South, Lindsay Street S to Russell Street, Russell Street to Cambridge Street, Cambridge Street to Peel Street, Peel Street to Victoria Avenue, Victoria Avenue to Elgin Street, Elgin Street to Angeline Street, Angeline Street to Thunderbridge Road, Thunderbridge Road to the VRT trailhead.

**Motion Failed**

**CW2021-177**

**Moved By** Councillor Dunn

**Seconded By** Councillor Yeo

**That** recommendation CW2021-176, relating to the proposed all terrain vehicle route through Lindsay for the Off Road Vehicle Pilot Project, be brought forward to Council for consideration at the next Regular Council Meeting.

**Carried**

9.2 COW2021-07.9.1

**Memorandum Regarding Off Road Vehicle Use of City Roads Task Force Recommendations for Bobcaygeon**

Councillor Dunn

**CW2021-178**

**Moved By** Councillor Dunn

**Seconded By** Councillor Seymour-Fagan

**That** the Memorandum from Councillor Dunn, **regarding Off Road Vehicle Use of City Roads Task Force Recommendations for Bobcaygeon**, 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 Seymour-Fagan

**That** the following route through the Village of Bobcaygeon be approved for the Off Road Vehicle Pilot Project: CR 36 from City Limits to King Street, King Street to Mansfield Road, Mansfield Road to road's end, Sherwood Street to Canal Street, Canal Street to CR 36, William Street from King Street to Canal Street, Main Street from Canal Street to Joseph Street, Joseph Street from Main Street to CR 8, Duke Street from CR 36 to CR 8; and

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

**Deferred**

**CW2021-179**

**Moved By** Councillor Yeo

**Seconded By** Councillor Elmslie

**That** the recommendation on the proposed route through Bobcaygeon for the Off Road Vehicle Pilot Project be deferred until September, 2021.

**Carried**

**CW2021-180**

**Moved By** Councillor Yeo

**Seconded By** Councillor Veale

**That** the recommendations pertaining to the proposed Bobcaygeon Route for the Off Road Vehicle Pilot Project be brought forward to Council for consideration at the next Regular Council Meeting.

**Carried**

9.3 COW2021-07.9.3

**Memorandum Regarding Grove Road Limited Service Agreement**

Councillor Elmslie

**CW2021-181**

**Moved By** Councillor Elmslie

**Seconded By** Councillor Seymour-Fagan

**That** the Memorandum from Councillor Elmslie, **regarding Grove Road Limited Service Agreement**, be received;

**That** Staff continue to provide service on Grove Road, allowing the association to complete additional improvements until September 30, 2021, extending the deadline from June 30, 2021 previously imposed by Council;

**That** Council acknowledges that the location of hydro poles, an armour stone wall, and bedrock encroach into the minimum width requirement on Grove Road;

**That** Staff be authorized to execute a Limited Service Agreement in lieu of the deficiencies noted above; and

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

**Carried**

The composition of the Off Road Vehicle Use of City Roads Task Force was discussed.

**CW2021-182**

**Moved By** Councillor Yeo

**Seconded By** Deputy Mayor O'Reilly

**That** the Terms of Reference for Off Road Vehicle Use of City Roads Task Force be amended to increase the maximum number of members to nine(9);

**That** two (2) additional members be recruited for the Off Road Vehicle Use of City Roads Task Force before September of 2021; and

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

**Carried**

9.4 COW2021-07.9.4

**Memorandum Regarding Ditching and Drainage Issue on Stone Gate Road**

Councillor Ashmore

**CW2021-183**

**Moved By** Councillor Ashmore

**Seconded By** Councillor Elmslie

**That** the Memorandum from Councillor Ashmore, **regarding Ditching and Drainage Issue on Stone Gate Road**, be received;

**That** Staff investigate the drainage issue along Stone Gate Road and report back to Council with their findings by Q3 of 2021; and

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

**Carried**

9.5 COW2021-07.9.5

**Memorandum Regarding Noise By-Law Review**

Councillor Seymour-Fagan

**CW2021-184**

**Moved By** Councillor Seymour-Fagan

**Seconded By** Councillor Elmslie

**That** the Memorandum from Councillor Seymour-Fagan, **regarding Noise By-law Review**, be received;

**That** staff review the noise By-law, being By-Law 2019-124, for inconsistencies and report back in Q4, 2021; and

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

**Carried**

9.6 COW2021-07.9.6

**Memorandum Regarding Larger Setbacks for Refreshment Vehicle Businesses**

Councillor Seymour-Fagan

**CW2021-185**

**Moved By** Councillor Seymour-Fagan

**Seconded By** Councillor Yeo

**That** the Memorandum from Councillor Seymour-Fagan, **regarding Larger Setbacks for Refreshment Vehicle Businesses**, be received;

**That** Staff review By-Law 2016-245, being the current By-law to Regulate to Regulate and Govern Refreshment Vehicles, and report back to Council by Q4, 2021;

**That** the setback requirements for Refreshment Vehicle Businesses be looked at, increasing from one hundred and fifty meters to one kilometer, as part of the review; and

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

**Carried**

**10. Adjournment**

**CW2021-186**

**Moved By** Councillor Yeo

**Seconded By** Councillor Dunn

**That** the Committee of the Whole Meeting adjourn at 5:50 p.m.

**Carried**

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Andy Letham, Mayor

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Cathie Ritchie, City Clerk



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

**PC2021-07**  
**Wednesday, June 2, 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**

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

Chairperson Councillor A. Veale called the meeting to order at 1:02 p.m. Mayor A. Letham, Deputy Mayor P. O'Reilly, Councillors K. Seymour-Fagan, and Committee Members M. Barkwell, W. Brumwell and J. Willock were in attendance.

Deputy Clerk and Recording Secretary J. Watts, Acting Director of Development Services R. Holy, Supervisor of Development Planning S. Rea, 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.

**PAC2021-034**

**Moved By** Deputy Mayor O'Reilly

**Seconded By** Mayor Letham

**That** the Procedural By-law be waived to allow the late deputation request of Richard Taylor (regarding Report PLAN2021-035) be added to the agenda.

**Carried**

**PAC2021-035**

**Moved By** W. Brumwell

**Seconded By** M. Barkwell

**That** the agenda be adopted as circulated, and as amended.

**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 PLAN2021-032**

**Amend the Lindsay Zoning By-law 2000-75 at 55 Angeline Street North, Lindsay - Angeline Holdings**

Jonathan Derworiz, Planner II

### 3.1.1 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. Derworiz confirmed that the required notice was given in accordance with the Planning Act and circulated to each owner of land within 120 metres, and that two signs were posted on the subject property. He summarized the application, explaining that it proposes to develop two one-storey commercial buildings in the northeast and southeast corners of the site along Angeline Street North (locally known as the Town and Country Centre). In order to facilitate the development of the proposed commercial buildings, a Zoning By-law Amendment is required to increase the maximum gross leasable floor area and acknowledge the subsequent impacts to other zone provisions. He stated that generally, the application appears to align with the principles of the Provincial Policy Statement, the Growth Plan for the Greater Golden Horseshoe and the Lindsay Official Plan. Mr. Derworiz summarized the comments received to date, as detailed in his report, noting that subsequent to the writing of the report that no additional comments were received. Staff are recommending that the application be referred back to staff for further review and consideration until comments from the public meeting have been reviewed and zone requirements have been evaluated. Mr. Derworiz, Mr. Holy, and Ms. Sisson responded to questions from Committee members.

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

Glenn Wilcox of Wilcox Architects spoke as the applicant and provided a brief history of the application since the initial pre-consultation meeting in August of 2019. He expressed concern about the proposed road widening of Angeline Street, and 10 percent landscaping requirements for the lot redevelopment, stating that these requirements could affect the application. He spoke against any further delays to the application, and responded to questions from the members of the committee.

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

Shaya Klein spoke as the representative of the property owners, noting they have owned the property for over 10 years. He stated that their intention is for the betterment of the community and to do so by creating jobs with this proposal. He

noted that they felt road-blocked by the requests from planning to alter the project, and were hoping to have the issues dealt with in the site plan process.

No other persons spoke to the application.

The Public Meeting ended at 1:39pm.

### 3.1.2 Business Arising from the Public Meeting

#### **PAC2021-036**

**Moved By** Mayor Letham

**Seconded By** Deputy Mayor O'Reilly

**That** Report PLAN2021-032, **Zoning By-law Amendment for 55 Angeline Street North, Lindsay**, be received for information; and

**That** Report PLAN2021-032, Zoning By-law Amendment for 55 Angeline Street North, Lindsay, 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**

### 3.2 PLAN2021-033

**Amend the Lindsay Zoning By-law 2000-75 at 363 Kent Street West, Lindsay – 2793853 Ontario Inc.**

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 a sign was posted on the subject property. He summarized the application, explaining that it proposes to amend the development standards in the General Commercial Special Eight (GC-S8) Zone to increase the permitted Gross Leaseable Floor Area for a supermarket use from a maximum of 3,716 square metres to 4,125 square metres, to facilitate the expansion of the existing Food Basics store. The application is consistent with the Provincial Policy Statement, conforms to the Growth Plan for the Greater Golden Horseshoe and the Lindsay 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 Council for approval.

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

Antony Cannell spoke as the representative of Metro, the lessor of the property conducting the expansion, and noted that the proposed expansion will allow greater flow in the frozen and fresh food sections of the existing Food Basics store. He also provided further rationale for the expansion being improvement to the interior design and accessibility updates to the store.

Jamie Posen spoke as the Planner working on behalf of the owner. He stated that as a professional planner, he was comfortable with the modest modifications being proposed, and noted the importance of this store to food industry in Lindsay and Kawartha Lakes. He concluded stating that there is capacity for additional grocery retail space in the market, and that they are not anticipating any immediate impacts to the site.

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

No other persons spoke to the application.

The Public Meeting concluded at 1:46pm.

### 3.2.2 Business Arising from the Public Meeting

#### **PAC2021-037**

**Moved By** Councillor Seymour-Fagan

**Seconded By** J. Willock

**That** Report PLAN2021-033, **57R-8491 Parts 1 to 3; Part of Lot 20, Concession 4, Geographic Township of Ops, Former Town of Lindsay, 2793853 Ontario Inc. – Application D06-2021-011**, be received;

**That** the zoning by-law amendment, substantially in the form attached as Appendix D to Report PLAN2021-033, 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 PLAN2021-034

**Amend the Eldon Zoning By-law 94-14 at 152 Glenarm Road - Motara**

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 500 metres, and that a sign was posted on the subject property. He summarized the application, explaining that it proposes to rezone the property from the Agricultural (A1) Zone to an Agricultural Exception (A1-\*\*) Zone to permit an abattoir as a site-specific use. The effect of the zone change is to permit and facilitate the renovation of an existing vacant building for an abattoir (meat processing) use including ancillary retail and to permit a small addition at the rear of the building. The application is being further reviewed for consistency with the Provincial Policy Statement, and conformity to the Growth Plan for the Greater Golden Horseshoe and the Kawartha Lakes 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 W. McLaughlin expressing concerns with impacts to well water, health impacts, increased wildlife, and poor air quality. Staff are recommending that the application be referred back to staff until such time as comments have been received from all circulated agencies and City Departments, and that any comments and concerns have been addressed. He responded to questions from Committee members.

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

Bob Clark of Clark Consulting Services spoke as applicant and expressed the importance of local food production, and the proposal would not result in the loss of any productive agricultural land. He noted that the proposed use of an abattoir would also be regulated and require approvals from the Ministry of Agriculture, Food, and Rural Affairs. He responded to questions from the Committee members.

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

Winsome McLaughlin of Farms Road expressed concerns to the application, and provided an overview of her correspondence submitted to the committee. She noted that while there are not many abattoirs around the area anymore, she questioned the water, health, air quality impacts, being a direct neighbour to the establishment.

No other persons spoke to the application.

The Public Meeting concluded at 1:59pm.

3.3.2 Business Arising from the Public Meeting

**PAC2021-038**

**Moved By** Deputy Mayor O'Reilly

**Seconded By** M. Barkwell

**That** Report PLAN2021-034, **Part of Lot 10, Concession 2, being Parts 1 & 3 to 6, 57R-9001, geographic Township of Eldon, City of Kawartha Lakes, identified as 152 Glenarm Road, Motara – D06-2021-010**, be received; and **That** the application respecting the proposed Zoning By-law Amendment 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.

**Carried**

3.4 PLAN2021-030

**Validation of Title at 92 Queen Street, Lindsay - Barrett and Robert**

David Harding, Planner II

3.4.1 Public Meeting

Ms. Rea spoke on behalf of Mr. Harding and summarized the application, explaining that it proposes to correct a title error arising from the inadvertent merger of property, and impose several conditions to meet the Lindsay Zoning By-law and Official Plan requirements of the existing properties. The application is not required to demonstrate consistency with the Provincial Policy Statement, or conformity to the Growth Plan for the Greater Golden Horseshoe. Ms. Rea summarized the consultations to date, as detailed in Mr. Harding's report. Staff are recommending that the application be referred to Council, with conditions, for approval. Ms. Rea outlined several minor amendments to the wording of the proposed resolution and Ms. Rea and Mr. Holy responded to questions from Committee members.

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

Sidney Troister spoke as applicant, and spoke to his credentials as a professional in the field of certificates of validation. He provided an overview of the purchase and ownership history of the four properties in question, and gave explanation as to what title error caused the need for this application. He stated

that we are dealing with the status quo for the built form of the properties, and that only ownership and title changes are being proposed. He requested that Condition 2, as proposed in the planners report, be removed as he advocated against the requirement for a minor variance, noting upcoming changes to provincial law. He responded to questions from Committee members.

Following questions between the applicant, committee, and staff, Ms. Sisson noted that the Engineering and Corporate Assets division is rescinding their request regarding road widening requirements of Queen Street.

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

Ray Gemmill of Gemmill, Johnston & Jeffries LLP spoke in support of this application, stating that there is no zoning or property change as part of this application. He noted their initial intent on the title was clear, however, they are trying to correct a technical error, as a previous step had inadvertently been missed.

No other persons spoke to the application.

The Public Meeting concluded at 2:36pm.

#### 3.4.2 Business Arising from the Public Meeting

##### **PAC2021-039**

**Moved By** Mayor Letham

**Seconded By** Deputy Mayor O'Reilly

**That** Report PLAN2021-030, **Validation of Title at 92 Queen Street**, be received;

**That** the validation by-law and certificate, respecting application D03-2020-037, substantially in the form attached as Appendix D to Report PLAN2021-030 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** prior to the registration of the Validation By-law the following Conditions shall be fulfilled:

1. Submit to the Secretary-Treasurer payment of all past due taxes and charges added to the tax roll, if any, at such time as the deeds are stamped;
2. The owners shall apply for, pay the prescribed fee and obtain variances for the lot to be validated such that any outstanding zoning issues are addressed;



3. The owners shall pay all costs associated with the preparation and registration of the required documents;
4. Payment to the City of Kawartha Lakes of the review fee prevailing at the time the certificate is validated, for the review and clearance of these conditions. The current fee is \$229.00. Payment shall be by certified cheque, money order, or from a lawyers trust account;
5. All of these conditions shall be fulfilled within a period of twelve months from the date of Council approval for said application, failing which the Validation By-law shall be considered null and void, and the Certificate of Validation invalid; and
6. The owners' solicitor shall provide a written undertaking confirming that the Validation Certificate in respect of this application shall be attached to the respective deed and registered in the proper land registry office within 1 year from the date of the third and final reading of the respective Validation By-Law. The solicitor should also undertake to provide a copy of the registered deed to the City as conclusive evidence of the fulfillment of the above-noted undertaking.

**Carried**

#### **4. Deputations**

##### **4.1 PC2021-07.4.1**

##### **Emily Drake, D.M. Wills and Associates**

Relating to Report PLAN2021-031 (Item 6.1 on the Agenda)

Emma Drake of D.M. Wills and Associates spoke as the applicant and stated that the application would permit a roof truss for agricultural buildings manufacturing facility on the existing farm property. She noted that the facility will be fully enclosed, and setback from other properties to limit noise and visual impacts. She said that this is an on-farm diversified use, the property owner lives on the property and operates a dairy farm, and that the proposal is to allow a new business to supplement the farm income. Ms. Drake noted that they provided a traffic study with no further comments received from the City's Engineering Department, and that the proposal should have no further traffic impacts on the road. Ms. Drake and Mr. Darryl Tighe made themselves available for any questions.

**PAC2021-040**

**Moved By** Councillor Seymour-Fagan

**Seconded By** Mayor Letham

**That** the deputation of Emma Drake, regarding Report PLAN2021-031, be received.

**Carried**

4.2 PC2021-07.4.2

**Joel Jamieson and Johanna Anderson**

Relating to Report PLAN2021-035 (Item 6.2 on the Agenda)

Joel Jamieson spoke as the neighbouring property owner and stated that they share approximately 200 feet of property line. He questioned why access is being permitted off Westview Drive, instead of Pioneer Road. He stated that the proximity of the new driveway to their home is concerning, and that if the application is approved that access to the property be made via Pioneer Road. He responded to questions from Committee members.

**PAC2021-041**

**Moved By** Councillor Seymour-Fagan

**Seconded By** W. Brumwell

**That** the deputation of Joel Jamieson and Johanna Anderson, regarding Report PLAN2021-035, be received.

**Carried**

4.3 PC2021-07.4.3

**Richard Taylor**

Relating to Report PLAN2021-035 (Item 6.2 on the Agenda)

Richard Taylor spoke as applicant and lawyer for the property owner and noted that this proposal conforms to Growth Plan and Official Plan policies. He addressed the issue of the requested driveway off Pioneer Road instead of the proposed Westview Drive, and noted that this matter was raised at the last Public Meeting in October. Mr. Taylor stated that it wasn't prudent to advocate for a new access from Pioneer Road due to the significant environmental impact that it could have, and that now there is a fence separating the Jamieson property from the driveway. Overall, he recommended that the committee adopt the staff recommendation.

**PAC2021-042**

**Moved By** Councillor Seymour-Fagan

**Seconded By** Deputy Mayor O'Reilly

**That** the deputation of Richard Taylor, regarding Report PLAN2021-035, be received.

**Carried**

**5. Correspondence**

**5.1 PC2021-07.5.1**

Richard Taylor

Relating to Report PLAN2021-035 (Item 6.2 on the Agenda)

**PAC2021-043**

**Moved By** Councillor Seymour-Fagan

**Seconded By** M. Barkwell

**That** the June 2, 2021 correspondence from Richard Taylor, regarding Report PLAN2021-035, be received.

**Carried**

**6. Regular and Returned Reports**

**6.1 PLAN2021-031**

**Amend the Emily Zoning By-law 1996-30 at 914 Centreline Road - Gingrich**

David Harding, Planner II

Ms. Rea (acting on behalf of Mr. Harding) confirmed that a Public Meeting on this matter was held on September 2, 2020 in accordance with the Planning Act. She summarized the application, explaining that it proposes to permit an approximately 600 square metre roof truss manufacturing facility. About 18.2 square metres will be for an office, with the balance being for the fabrication of the trusses. The shop is proposed as a secondary use to the farm operation and is considered an On Farm Diversified Use. A reduction in the number of required parking spaces for the business is sought, along with some of the general provisions. The owner, who resides on the farm, is proposed to be an employee along with 2-3 additional staff, and up to 5 customers per day. The application is consistent with the Provincial Policy Statement, conforms to the Growth Plan for the Greater Golden Horseshoe and the Kawartha Lakes Official Plan. Ms. Rea summarized the comments received to date, as detailed in Mr. Harding's report, noting that subsequent to the writing of the report, no additional comments were

received. Staff are recommending that the application be referred to Council for approval with a minor amendment to increase the exterior side yard setback to 110 metres. Mr. Holy and Ms. Rea responded to questions from Committee members.

**PAC2021-044**

**Moved By** Mayor Letham

**Seconded By** J. Willock

**That** Report PLAN2021-031, **Amend the Emily Zoning By-law 1996-30 at 914 Centreline Road - Gingrich**, be received;

**That** a Zoning By-law, respecting application D06-2020-010, substantially in the form attached as Appendix D to Report PLAN2021-031, as amended, be approved for adoption by Council; and

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

**Carried**

6.2 PLAN2021-035

**Amend Emily Zoning By-law 1996-30 at Block C, Plan 507, Westview Drive - Rowles**

Mark LaHay, Planner II

Mr. LaHay confirmed that a Public Meeting on this matter was held on October 7, 2020 in accordance with the Planning Act. He summarized the application, explaining that it proposes to rezone the property to change the previous community facility use to permit a single detached dwelling, which would also include permitted residential accessory uses. The application is consistent with the Provincial Policy Statement, conforms to the Growth Plan for the Greater Golden Horseshoe and the Kawartha Lakes Official Plan. Mr. LaHay summarized the comments received to date, as detailed in his report, noting that the request by Mr. Jamieson and Ms. Anderson to move the driveway to access Pioneer Road was considered. However, he noted that Pioneer Road in its current form does not extend to the subject property's frontage on Pioneer Road, and that the access point on Westview Drive keeps the driveway in the furthest possible area from Potash Creek. Therefore the Westview Drive access point is preferred. Staff are recommending that the application be referred to Council for approval.

**PAC2021-045**

**Moved By** Deputy Mayor O'Reilly

**Seconded By** W. Brumwell

**That** Report PLAN2021-035, **respecting Block C, Plan 507, geographic Township of Emily, City of Kawartha Lakes, Rowles – D06-2020-016**, be received;

**That** a Zoning By-law, respecting application D06-2020-016, substantially in the form attached as Appendix C to Report PLAN2021-035 be approved for adoption by Council; and

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

**Carried**

**7. Adjournment**

**PAC2021-046**

**That** the Planning Advisory Committee Meeting adjourn at 3:20 p.m.

**Carried**

## Council Report

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<b>Report Number:</b>	<b>CAO2021-006</b>
<b>Meeting Date:</b>	June 15, 2021
<b>Title:</b>	<b>City Service Innovations and Enhancements</b>
<b>Description:</b>	Response to the COVID-19 pandemic required changes to municipal service delivery and processes. This report provides an update to Council on some of these changes.
<b>Author and Title:</b>	Ron Taylor, Chief Administrative Officer

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### Recommendation(s):

**That** Report CAO2021-006, **City Service Innovations and Enhancements**, be received; and

That the CAO continue to review service levels and changes with departments, and recommend service reviews, changes and efficiencies to Council in Q1 2022.

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

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

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

## **Background:**

At the Council Meeting of January 28, 2021, Council adopted the following resolution:

### **CR2021-016**

**Moved By** Councillor Veale

**Seconded By** Councillor Richardson

**That** the Memorandum from Councillor Veale, **regarding a Review of Service Levels by the CAO**, be received; and

**That** the CAO review service levels in light of operational changes and changing service demands, recommend efficiencies and service enhancements and report back in Q2, 2021.

**Carried**

This report addresses that direction. The above-noted memorandum is provided in Appendix A to this report.

## **Rationale:**

### Response, Recovery, Reset

The City's response to the COVID-19 pandemic required immediate changes to the delivery of certain municipal services. The changes were made to comply with various provincial and local directives and orders, with the priority being public and staff health and safety.

Some programs and services were suspended entirely, altered and/or changed. We continue to operate most of our traditional municipal services and programs, but in a very different way. Specific service changes also varied over the 15-month lifecycle of the pandemic, and we are still operating in a "response" mode.

While we remain vigilant with continued focus on pandemic response and health and safety, we are readying and beginning to transition into a pandemic "recovery" phase.

As the City returns to more traditional operations, and provincial and health restrictions lessen, we will be better positioned to measure service changes, demand for service(s) and identify recommended efficiencies, innovations and service enhancements.

Through our ongoing review and analysis, Council and the administration will be best positioned to formalize service changes, and "reset" programs and services in 2022.

### Operational Changes, Innovations and Efficiencies

Attached as Appendix B to this Report is a listing of 100 department process improvements and innovations accomplished during the pandemic. This is not an exhaustive listing of all service changes, innovations and efficiencies, but rather a snapshot of many accomplishments. Some themes are emerging, and will be further reviewed and pursued to accomplish greater efficiencies.

#### Personal Protective Equipment (PPE)

Departments have acquired needed PPE and made all required work space adjustments to comply with health and safety orders, and protect staff and the public. Much of this equipment, retrofits and processes will continue to be utilized post-pandemic.

#### Technology

Reliance on electronic technology for interactions and transactions increased dramatically during the pandemic. New technology and software will continue to be utilized throughout our operations, and have resulted in savings, efficiencies, streamlined customer service and public participation. We will continue to review and improve where required, while capitalizing on positive changes.

#### Staff

As our services changed over the pandemic lifecycle, various staff were temporarily laid off, redeployed, relocated and/or “restructured” (doing different and/or reprioritized work). A significant number of staff maintained essential and critical functions and service delivery. We will continue to review our job descriptions and utilize unique staff skillsets as needed and where available and appropriate.

Some staff were required to work-from-home. Initially, many workarounds and gaps in service were exposed. As we learned and progressed through the pandemic, work-from-home was an essential practice, and quite efficient in many ways. We are continuing to review work-from-home arrangements, and anticipate a permanent policy being developed to support and accommodate this practice. Cost avoidance for future work space construction alone is a substantial forecasted net savings.

#### Facilities and Spaces

Demand for certain facilities and spaces decreased dramatically as facilities were ordered to close. Until we are able to monitor and return to service in some portfolios, demand cannot be measured. We will continue to monitor usage of facilities and report back when appropriate.



## Public Access to Service and Participation

Throughout the pandemic, heightened communications were demanded, and we were forced to leverage technology and electronic mediums to communicate. Public participation seemed to be at an all-time high, when measuring attendance and interactions through our Jump In site, and observing council and committee meeting recording views. We will continue to review these efficiencies, and anticipate recommending permanent electronic mediums for public participation.

The pandemic also forced staff and the public to more appointment-based interactions. This theme will also be reviewed further, as efficiencies in staff resources and better customer information and response was observed.

### **Other Alternatives Considered:**

Council could choose to direct staff to review certain programs and services, and report back on recommended changes, efficiencies and innovations. If that option is desired, then the following resolution should be passed:

**That** staff be directed to review (*insert program or service*) and report back by Q?, 202? on recommended changes and/or efficiencies.

In this report, staff is recommending a follow up report to Council in Q1 2022 on recommended program and service efficiencies and innovations.

### **Alignment to Strategic Priorities**

Reviewing and modernizing municipal programs and services supports Council's priority of "good government" by increasing efficiency and effectiveness of service delivery. We will accomplish this by, among other things, promoting continuous improvement to Make it Better in all service areas.

### **Financial Impacts:**

Ongoing financial savings and efficiencies are difficult to measure, as our response resulted in a decrease in certain revenues, increases in certain expenditures, but overall a net decrease in expenditures.

Some revenues were waived to assist with economic and community recovery, while other revenues were simply lost due to closure of certain programs, services and facilities.

Most new expenditures were associated with acquiring PPE, retrofitting workplaces and spaces and increasing cleaning and certain services. Many traditional services were suspended and/or reduced, resulting in a net savings.

Also skewing our financials are significant pandemic relief funds provided by the Provincial and Federal governments to assist in municipal response and recovery (or within certain service portfolios already partially funded by the Province). Obviously these funds are “one-time” and focused on pandemic relief.

At the June 15 Council meeting, staff will present the 2020 budget surplus. The City also achieved a 2019 budget surplus, and council prudently invested that savings into economic and community pandemic recovery efforts. It is likely that our service delivery will remain somewhat reduced and different for the remainder of 2021. We will continue to work towards a 2021 balanced budget, with savings to reinvest back in future year projects, programs and services.

2019 Surplus

## **Consultations:**

All City Departments

## **Attachments:**

Appendix A – Memorandum from Councillor Veale, dated January 12, 2021



Appendix A – Memo  
from Councillor Veale

Appendix B – Listing of Department Innovations and Process Improvements



Appendix B -  
Service Improvements

**Department Head email:** [rtaylor@kawarthalakes.ca](mailto:rtaylor@kawarthalakes.ca)

**Department Head:** Ron Taylor, CAO

## Council Memorandum

<b>Date:</b>	January 12, 2020
<b>To:</b>	Committee of the Whole
<b>From:</b>	Councillor Veale
<b>Re:</b>	<b>Review of Service Levels by the CAO</b>

### Recommendation

**That** the Memorandum from Councillor Veale, regarding a **Review of Service Levels by the CAO**, be received;

**That** the CAO review service levels in light of operational changes and changing service demands, and recommend efficiencies and service enhancements. And report back in Q2 2021; and

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

### Rationale

The global pandemic has changed the way services are provided to the public on a municipal level. Council should be made aware of possible efficiencies and savings that may have resulted from this change in service.

Name Your Improvement	Department	Strategic Area of Focus	What's the Problem You're Trying	The Improvement
Perfect Mind Booking Improvements	Community Services	- An Exceptional Quality of Life	Need to pivot to on line registration, screening and payment for recreational programs.	Use of Perfect Mind increased. On line payment by credit card was introduced. On line booking and screening for drop in programs. Front desk work was reduced and user experience improved.
Safe Work Spaces	Community Services	- A Healthy Environment	Need for enhanced safety with work spaces to ensure safety protocols during the pandemic.	Tempoaray/Permanent barrier use at work stations and in vehicles.
JDE Case Enhancements	Community Services	- Good Government	Enhance JDE for better Customer Service	Better sharing and more accurate information for tracking. Development of training materials and a public facing dashboard.
Customer Services Training	Community Services	- Good Government	Need for enhanced training and information sharing with Service Admin staff so that work can occur.	A compilation of a training binder for continuous learning and FAQ gathering
Call Centre Operations	Community Services		Improved call centre functions for corporate benefit.	Shared call centre operations at all Service Centres, not just focused in Lindsay
Service Centre Operations	Community Services	- Good Government	To be able to propvide service during a time of pandemic and short staff	Provide efficiency by only opening a certain number of Service Centres which can be properly maintained and staffed
Courier Tracking	Community Services	- Good Government	Enhance Courier tracking to ensure required stops and frequencies are being achieved	Provide better service to those Depts requiring the Courier service

Customer Service FAQ Page	Community Services	- Good Government	Provide better information for SA staff to perform their jobs	Gather FAQ information from different Depts to allow SA staff to triage more calls at the Call Centre directly
SAIII Shared Tasks	Community Services	- Good Government	Make Service Admin III roles more consistent and efficient	Share the tasks of SAIII's so that roles are more equitable, tasks are more shared and shared learning takes place
Grass Cutting Efficiencies	Community Services	- A Healthy Environment;#- Good Government	Reduced Park utilization. Opportunity for savings by reviewing service levels in short term - Pandemic	Drop all Service levels for grass cutting by 1 level during the pandemic when parks are not used for active purposes. Service levels to be reviewed for future seasons post pandemic
PRC Staff Training	Community Services	- Good Government	Need for virtual platform to deliver necessary staff learning.	Zoom and on-line training for outdoor staff
On-Line Facility/Ice/Sportsfield Booking Request Form	Community Services	- An Exceptional Quality of Life;#- Good Government	Easier access for public to book and see availability of facilities and sports fields.	Provide service on-line for self viewing and request rather than via phone or in person.
Arena Operations during Pandemic	Community Services	- An Exceptional Quality of Life;#- Good Government	Opportunity to review number of arenas available and operational during the Pandemic	Only operate as many facilities as required during the pandemic as Council directed
Portable Washroom Provision during Pandemic	Community Services	- An Exceptional Quality of Life;#- Good Government	Provide portable washroom facilities during pandemic when public facilities are not open	Increase number of and ensure operations during the period
Automated Public Washroom Locking Functions	Community Services	- Good Government	Opportunity to reduce staff resources needed to travel to washroom facilities to secure daily.	Install automated washrooms locking
Arena Efficiency	Community Services	- Good Government	Right-size number of arena facilities	Re-purpose the Ops CC so that it can be used and serve other community needs while right-sizing the number of ice pads
Centennial Park On-Line Registration	Community Services	- Good Government	Need for Centennial Trailer Park registration and customer service to be on line when in person interactions are not possible.	Allow for registration on-line rather than in person so it can be done more efficiently and in advance

WiFi Installation at Wilson Fields	Community Services	- An Exceptional Quality of Life;#- Good Government	Allow staff more efficiencies by allowing facility booking on-line at the location	Add wifi and provide service to staff on-site
Staff Resource Sharing	Community Services	- Good Government	Opportunity to re deploy staff to tasks in other service areas when changes occurred to staffing levels, service provision	Allow staff to perform more tasks in other areas to create more efficient service completion/provision
Surplus Furniture Sale	Community Services	- A Vibrant and Growing Economy;#- Good Government	Reduce the amount of City surplus furniture	Sell surplus furniture not required to lessen storage needs, provide assistance to staff WFH needs. Proceeds donated to charity.
CINTAS Contract Streamlining	Community Services	- Good Government	Create more efficient invoicing and tracking system for CINTAS service	Consolidated invoices to reduce frequency.
Flags At Half Mast Process	Community Services	- Good Government	Streamline approach and policy for flag maintenance/service provision	Have all flags that receive service fall under 1 policy and be managed by BP Division
Enhanced Operating Effectiveness	Community Services	- Good Government	Using and developing roster tools to make procurement process for project delivery more efficient	Develop a small project contractor roster to make projects more efficient
Enhanced Building Automation	Community Services	- A Healthy Environment;#- Good Government	Need for more efficient operations and servicing of City facilities	Increase the number of facilities served with a BAS system
EWAY Employee Home Office Purchases	Corporate Services	- An Exceptional Quality of Life	Need for staff to set up their home office. Need for supplies.	Setting up an EWAY account that will allow staff to log in and utilize the City's discounted pricing.

Virtual Internal Meeting Capability - Zoom	Corporate Services	- Good Government	The March 2020 Pandemic forced staff to work from home. In person meetings became impossible.	Zoom Virtual Meeting Platform was introduced, licenses were distributed based on criteria. Meetings could occur where technology was in place.
Remote Work Capability (Citrix)	Corporate Services	- Good Government	Remote work by staff created a greater demand for remote Citrix functionality than could be handled with the current infrastructure.	Provided ability for all staff to utilize the remote Citrix desktops. Enhanced and upgraded Citrix infrastructure to allow for all staff that could make use of a remote Citrix desktop from home, on both corporate and personal equipment to do so.
Increased Frequency of Internal Communication	Corporate Services	- Good Government	Corporate Employee Engagement Action item to increase frequency and enhance content in regular corporate message from CAO to all staff.	CAO and Response Team messaging is now weekly and directed to all staff.
Accounts Payable Process Improved	Corporate Services	- Good Government	Accounts Payable was a fully paper based process pre pandemic.	Staff can now pdf copies of invoices to AP to be paid if you can't get the physical copy to City Hall in time and during lockdown. It still has all the manual approvals on it. A combination of electronic and manual processes used to receive the invoice. Eventually may be a workflow.
Corporate Procedures Documented	Corporate Services	- Good Government	Processes were not fully documented to continue business in IT, HR, Finance.	Processes are now being documented.
Staff Cross Training Revenue and Taxation	Corporate Services	- Good Government	The Revenue and Taxation Division could not stop providing service during the Pandemic. Could not have staff at work all at once so had to shift and share work and space to continue seamless service for residents.	Staff learned some of the tasks in each other's jobs so that service could continue for residents. In Office and Remote Work schedules developed and implemented.

Re commit to Customer Service Standards	Corporate Services		Response to customers was lagging at the beginning of the Pandemic. In order to continue service to residents, Customer Service standard was reviewed and implemented fully.	Used data to inform action - learned about response times, call logs instituted to ensure 48 hour turn around time is met.
Visa Reconciliation	Corporate Services	- Good Government	Visa Reconciliation is paper based	Could this process be more electronic i.e. scanning? Receipt scan would be large and numerous. Investigate document imaging.
Point Person to Gather State of Emergency Info	Corporate Services	- Good Government	Information for a state of emergency comes from various sources. Re work occurred with multiple people looking for information.	Recommend that two people be assigned with clear instruction to gather information to guide and inform decisions in a state of emergency. ReWork occurred.
VPN Access for Corporate Devices	Corporate Services	- Good Government	Improve working from home experience on city-issued computers.	Provided access to the Global Protect VPN for staff with corporate devices working from home. This provided a near seamless transition in regards to working from home and working in the office. Improvements to user experience, security, and ability to manage these devices remotely was improved.
IT Service Desk Appointment Calendar	Corporate Services	- Good Government	Drop in / on demand IT support for staff was eliminated due to the Pandemic. Staff required a different way to access service.	1) Create booking calendar in Outlook for staff that need to visit the service desk counter to receive support 2) Staff can now request a time slot to obtain support and service desk staff can plan accordingly
Soft Phones	Corporate Services	- Good Government	Staff are unable to efficiently access their phone extensions causing delays/challenges communicating with the public	1) Softphones for staff working from home 2) Install softphone software on corporate mobile devices for staff that would see a benefit to accessing their extensions directly 3) Tested 4) pilot phase/limited production



Web Conferencing for City Staff	Corporate Services	- Good Government	Staff were unable to efficiently collaborate with each other when working remotely	1) Implemented a web conferencing system for staff meetings 2) Roll out a web conferencing system for all staff 3) Implemented immediately at beginning of pandemic
Web Conferencing combined with streaming in Council Chambers	Corporate Services	- Good Government	Due to space limitations in the council chambers and pandemic distancing requirements there was a need for individuals participating in council meetings to do so remotely. These remote participants also need to be integrated into the City's video stream to Youtube.	1) Enable individuals participating in council meetings to be able to join remotely using web conferencing technology. 2) Enhanced infrastructure and modified system configurations to allow for the allowance of web conference participants in the City's video stream 4) Implemented
Remote desktop access for staff with specialized applications	Corporate Services	- Good Government	In some scenarios staff require access to specialized applications on their corporate desktops while working remotely	1) Provided remote desktop access for remote workers with specialized applications 2) Enabled staff to access their corporate workstation while working remotely via the Citrix environment. 3) Implemented and ongoing where needed
Completed Implementation of Transfer Station system for Landfill Sites	Corporate Services	- Good Government	Get remaining landfills on Transfer Station software to eliminate manual tickets, improve reporting and reduce contact between customer and attendant.	Implement Transfer Station software in landfill sites that weren't running it.
Set up Moneris machines beside scales to reduce contact between customers and attendants	Corporate Services	- Good Government	Reduce contact between customer and Landfill Attendant when processing payments.	Set up Moneris machines beside scales.

Modifications to Case module of JDE to improve communication with caller, do Ward-based reporting, simplify completion of resolution field	Corporate Services	- Good Government	Improve communication with caller, create ward-based reporting, facilitate completion of resolution field.	Modifications to Case module to address needs identified by working group.
Online Purchase for curbside waste tags	Corporate Services	- Good Government	Need for residents to access curbside waste tags.	Implement technology solution that eliminates the need for residents to pick up a tag at a business location. They can now make the purchase online then they will receive an email with information on how to contact Miller for pickup. No physical tag is required. Solution went live March 2021.
Online Appointment Booking Application by residents for appointments	Corporate Services	- Good Government	Enhance customer service. Scheduling of visits ensure COVID protocols can be met in regard to distancing and disinfecting of spaces.	Implement technology to: Allow residents to book a appointment time and place with staff on line during this pandemic Allow appointments to take place in a suitable and managed environment. Allow appointments to be made through the CKL website for Marriage Licenses and Victoria Manor. Allow appointments to be made with Planning and other divisions by contacting the applicable division Marriage licenses and Victoria Manor appointments were live in March. With the current stay at home, not sure how it is being handled at the moment. Planning and other division appointments are on hold at this time due to building closures however application is configured and ready for use.

EDRMS Project Online Sessions improve meeting management and participation	Corporate Services	- Good Government	Implementation of the Electronic Document and Records Management System was resumed with staff and consultants working remotely using online meetings.	<p>Online meeting sessions allows for one conversation to take place at a time resulting in participants fully understanding the topic of discussion.</p> <p>Improved upon in-person experience where during EDRMS working sessions in the training room, several conversations took place at any given time and important topics/changes were easily missed by participants.</p> <p>Even when back to the office returns, it would be preferred to continue with online EDRMS working sessions.</p> <p>The only negative comment I have is when training staff you can look at a person's facial expression and know they either have a question or you just need to repeat the last topic for further clarification.</p> <p>First project online session was in April 2021.</p>
Implemented Technology to provide web conferencing and voice participation for POA Court	Corporate Services	- Good Government	Due to new regulations the City needs to allow participants in our POA court sessions to do so remotely via a web conference or phone	Implemented technology for web conferencing system for POA court sessions. Rolled out a customized version of the City's web conferencing solution for POA court that matches the workflow that is required.
Weekly IT Team Meetings	Corporate Services	- Good Government	Establish regular touchpoints to support communication within the team.	Established weekly web conference meeting where staff share their accomplishments and occasionally include a social aspects. Provided overview of Zoom chat to IT staff for quicker and informal touch points between staff, including channels.

Use of Online Meetings for IT Support	Corporate Services	- Good Government	Support staff efficiently while working from different locations	<p>Use of Zoom and other online meeting applications has made it much more efficient to support staff with application concerns and questions.</p> <p>By sharing screens for both parties, the remote meeting technology creates an environment where the issue can be presented and the solution can be shown in a short period of time.</p> <p>Online meetings to support applications have reduced the need for several telephone calls and emails.</p> <p>Used Big Blue Button in 2020 and Zoom in 2021.</p>
Payroll Inputs PRC Staff	Corporate Services	- Good Government	Manual process for PRC staff to fill out timesheets. Opportunity to improve process.	PRC staff time is entered in ESS reducing steps in the process.
Third party contracting rural 911 signage installation	Development Services	- Good Government	Remove the 911 Signage installation process from Public Works to improve the efficiency of installation process. Reduce the installation time frame.	<p>Contracting out the service to a third party installer. Removes the need to keep hardware and posts on hand at numerous PW sites. The existing process does not fit well with PW daily workplans (disruptive, infrequent, on-demand type activity).</p> <p>Savings for Public Works of 45 hours per year. The customer fee covers the cost of the posts and the hardware but it was being paid from the PW operating budget so there's an additional savings of \$1800 per year for PW.</p>

Planning and Development Website Update (Phase 1)	Development Services	- Good Government	1) Lack of up-to-date, accessible resources, information, and options on website; 2) High volume of counter inquiries (phone/e-mail) mainly directed at front-line Planner 1s  Support Economic Recovery efforts (ERTF2020-002)	1) Provide more 'self serve' options to the public, including information and resources; 2) Enable higher-order work for Planner 1s by reducing inquiries
Virtual/Remote Building Inspections	Development Services	- Good Government	Province deemed construction relating to housing to be an essential service. Need for remote inspections rather than in person attendance at sites.	Making use of mobile apps such as GoogleDuo and FaceTime has allowed an inspector to continue to perform inspections remotely, while addressing the safety of both the staff person and the resident. The resident/contractor and the inspector connect via cell phones and using one of the apps the resident/contractor becomes the “legs” for the inspector and the cell phone camera becomes their “eyes”.
Remote and Virtual Business Services	Development Services	- A Vibrant and Growing Economy	Pandemic made in person business training and consulting impossible.	All business services offered remotely/electronically.
Patio Licence Improvements	Engineering and Corporate Assets	- Good Government	All agreements required updating due to COVID	Update agreements for April 1 opening (one month earlier), as well include snow clearing clauses due the patio’s encroaching on City sidewalks (do to earlier opening), and waive all fees during COVID
Engineering and Corporate Assets Accounts Payable Process	Engineering and Corporate Assets	- Good Government	Accounts Payable Tracking and Capital Close / Year-End Processing	An ECA AP email has been developed to ensure all invoices related to Engineering and Corporate Assets are received in a central location. All invoices received are tracked in a
Construction SOP	Engineering and Corporate Assets	- A Healthy Environment	Need for additional Standard Operating Procedures for CKL staff working on site during COVID	Developed SOP in conjunction with H&S to increase COVID awareness and increase staff safety.

CAD Setup	Engineering and Corporate Assets	- Good Government	Need for staff to access AutoCAD remotely.	Setup AutoCAD capabilities from home with IT
Subdivision Agreement Template – Annual Engineering Updates	Engineering and Corporate Assets	- A Healthy Environment;#- A Vibrant and Growing Economy;#- Good Government	Development demand requires precise contractual language in corporate agreements.	Annual updates to Planning Advisory Committee / Council
Infrastructure Design Guidelines – Annual Updates	Engineering and Corporate Assets	- A Healthy Environment;#- A Vibrant and Growing Economy;#- Good Government	Changes to Legislation and technology require updates to the City's Infrastructure Design Guidelines.	Annual updates to Planning Advisory Committee / Council
DC Deferral Application and Approval Form	Engineering and Corporate Assets	- Good Government	Absence of a streamlined and documented process for DC deferral applications and approvals as per the DC By-Law and DC Assistance Policy	Creation and implementation of a DC deferral application and approval form, which is to be accessed by applicants through the City's website
Revision of DC Section of Subdivision Agreement Template	Engineering and Corporate Assets	- Good Government	Subdivision agreement template is outdated as it relates to DCs	Align template with DC By-Law and DC Assistance Policy that came into effect on April 1, 2020

Monthly Engineering and Public Works Meetings	Engineering and Corporate Assets	- A Healthy Environment;#- Good Government	Heightened need for inter departmental communication and collaboration relating to Engineering and Public Works.	Better joint communication between departments through monthly meeting with agendas and action minutes
Lifecycle Capital Program	Engineering and Corporate Assets	- A Healthy Environment;#- A Vibrant and Growing Economy;#- Good Government	Identified need for a process for establishing projects for the Capital life cycle program and communicating works to council	A methodology for establishing priority projects for yearly capital Life Cycle program including coordination with Public works and Council
Burn Permit Applications online process	Fire Services	- A Healthy Environment;#- An Exceptional Quality of Life;#- Good Government	In person process to accept, process and issue burn permits during pandemic emergency declaration and stay at home order was not possible.	Email address for submitting burn permit applications and online payment options
Online Emergency Operations Centre Meetings	Fire Services	- A Healthy Environment;#- An Exceptional Quality of Life;#- Good Government	Hold meetings of the emergency control group during the pandemic in keeping with social distancing and health and safety measures.	Online meetings

Improvements on Access  
for Staff to Work From  
Home

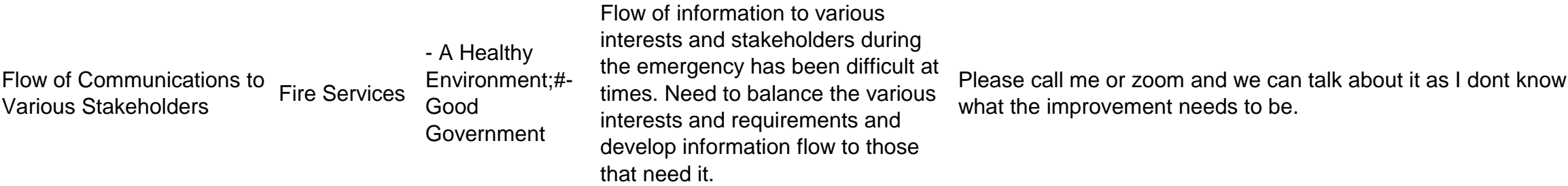
Fire Services

- Good  
Government

Need identified for increased  
access for Fire Admin and Fire  
Prevention staff to the network and  
email to work from home.

Access to the citrix environment and email for more fire  
administration and fire prevention staff





Using Incident Management System in the Emergency Operations Centre	Fire Services	- A Healthy Environment;#- An Exceptional Quality of Life;#- Good Government	The Emergency Plan adopted by bylaw in 2020 is based on the Incident Management System and prior to this the emergency control group members have done training sessions on IMS. There may be an improvement opportunity to use IMS in the Emergency Operations Centre.	Emergency Management Ontario offers a course on using IMS in the Emergency Operations Centre. May be opportunity for improvement by members of the emergency operations centre and thier alternates to do further training on IMS.
Social Services Consolidated Consent From	Human Services	- Good Government	Request information from external agencies to support the delivery of Human Services Life Stability Activities. We currently have separate consent forms for each individual division/program.	Consolidate the consent forms to a single form, if possible, and update language to meet all appropriate and pertinent legislation.
Staff to staff connections with VCCS	Human Services	- Good Government	Opportunity to support, develop and strengthen our relationship and connection with VCCS.	Will have sessions with our direct service delivery staff (both Human Services and VCCS) - to support, develop and strengthen our relationship with them - this will ultimately improve our coordination of services for the people we both serve.
Kawartha Haliburton Renovates Program	Human Services	- An Exceptional Quality of Life	Applicants could not access the Kawartha Haliburton Renovates program electronically	application process this year was changed to include an online option which was well-received, this eliminated the pressure on front-line staff to make sure all necessary supporting documents were included

Home Ownership Program	Human Services	- An Exceptional Quality of Life	Manual application process difficult to administer during pandemic	application process this year was changed to online, and we have received a positive response to this
Homelessness Prevention Supports	Human Services	- An Exceptional Quality of Life	Intake of documents relating to the Homelessness Supports Program was mostly manual so not accessible during Pandemic.	accepted verbal consents and electronic document submission, we have often allowed this in the past, but made greater use of the intake process
Support for Direct Service Staff to work Remotely	Human Services	- An Exceptional Quality of Life	Staff support needed to provide customer service to HS clients during pandemic where in person not possible.	Digitized case management, client interface reduced face to face. Supported flexible work arrangements for staff so that customers could receive service. Streamlined department vacation and staff schedules with a goal to provide service.
Improved client payment process	Human Services	- Good Government	Printing and distributing cheques in a timely manner was made difficult with the pandemic.	primarily Direct Bank Deposit or Reloadable Payment Cards – improving customer service and reducing admin time
Enhanced Cleaning of Municipal Buildings	Human Services	- Good Government	Pandemic required enhanced cleaning levels to sanitize buildings for staff safety.	Daily cleaning with amplified attention to frequently touched surfaces creates a healthier workplace for everyone.
Online Petitions	Office of the CAO	- Good Government	Provide an option for people to sign petitions electronically, instead of signing on paper.	An Online Petition Portal on Jump In Kawartha Lakes website
Signatures on Council Reports and other non binding documents	Office of the CAO	- Good Government	Original signatures on Committee of the Whole and Council Reports. The cover sheet states who the author of the report is and Legal/Finance sign off, but is it necessary that they sign the report? Can't we just type their names in or use an electronic signature feature?	I suggest that we use electronic signatures if possible (currently not available).  Alternatively, the CAO be the only staffer to sign the reports. The cover sheet states the author and other reviewers i.e. legal, finance, etc.

Virtual Court Appearances	Office of the CAO	- Good Government	Solved - established virtual audio / video court proceedings by Zoom.	Implemented e-processes
Electronic court filing	Office of the CAO	- Good Government	Electronic filing of all court documentation (excluding charging documents). - Solved	Implemented e-processes
Employee approval for City laptops if needed	Office of the CAO	- An Exceptional Quality of Life;#- Good Government	Employees having approval to have City laptops to assist when working from home, especially while children are home schooling and also requiring computer access.	City approval for employee access to City laptops if required.
LCVI Accession Project	Office of the CAO	- A Vibrant and Growing Economy;#- An Exceptional Quality of Life;#- Good Government	The Lindsay Colligate and Vocational Institute (LCVI) has a roomful of records they wished to donate to the municipal archives. Utilizing a Co-op student program arrangements were made to start a project for the inventory and preparation of the records to be donated to COKL. This was supposed to have begun in November of 2020 but the project fell through when the student pulled out. In April of 2021 a new Co-op student was found but due to the stay at home order precluding access to the records the project was put on hold again.	In anticipation of a new Co-op student expressing interest in the project myself and Mark Cossarin, Principal of LCVI began to formulate a process by which a student might be able to do the work of building an inventory of the records from home. Utilizing Zoom we met with the prospective student and I explained the project and the work it entailed, When I got word the project was once again on, I built procedures for the Co-op student on how to perform the necessary work for the inventory, on how to work with the records, and provided them with training resources on archival records as well as basic archival theory in general. At the beginning of May 2021 the the first boxes of supplies and rcords were delieverd to the student and they were able to begin the project.

Updated Process to Issue a Marriage License	Office of the CAO	- A Vibrant and Growing Economy;#- An Exceptional Quality of Life;#- Good Government	How can we issue a marriage license efficiently while adhering to COVID-19 Protocols?	Marriage Licences are now issued by appointment. Marriage License applications, along with all supplementary information, are submitted to the Clerk's Office electronically, staff accept payment by credit card prior to the appointment. The revised process allows staff to issue a marriage license while limiting the amount of time that staff will need meet with the applicant.
Electronic Meetings	Office of the CAO	- Good Government	Electronic Participation Meetings for Committees of Council needed.	The Clerk's Office, with the assistance of Communications, have implemented a procedure for Committees to follow to allow a Committee Meeting to be held electronically.
Electronic Participation for Council, Committee of the Whole and Planning Advisory Committee Meetings	Office of the CAO	- A Vibrant and Growing Economy;#- Good Government	How can Council, Committee of the Whole and Planning Advisory Committee Meetings be held while adhering to COVID-19 protocols?	Staff developed a procedure that allows Council, Committee of the Whole and Planning Advisory Committee Meetings to be held electronically.
Issuing Vital Statistics Registrations Electronically	Office of the CAO	- An Exceptional Quality of Life;#- Good Government	How can vital statistics registrations be issued while City Administration Offices are closed.	Vital Statistics registrations are now issued electronically. Registrations are submitted to the Clerk's Office by email; the registrations are reviewed by staff and returned to the applicants by email.
Deployment Issues	Paramedic Services	- Good Government	Department has had to rely on last minute information for deployment due to lockdown-workplace restrictions.	We now have a deployment plan in place for safely social distancing staff. This has meant a total overhaul of the deployment plan until covid restrictions are lifted.

Equipment upgrade to PAPR's	Paramedic Services	- A Healthy Environment;#- Good Government	Use of disposable Personal Protective Equipment increased during Pandemic.	The new Power Air Purifying Respirators (PAPR) machines were issued (one to each medic) this addition to our PPE supply will move us away from disposables.
Storage for supplies	Paramedic Services	- Good Government	Confirmed need for more storage and enhanced ability to store PPE and clean supplies.	We had to use the library and then got moved out and currently using one side of Cambray CC.
New Technology	Paramedic Services		Needed a way to implment an efficient inventory, documentation and communication system heightened due to the Pandemic.	Operative IQ implentation- New system for efficiency in operations inventory, documentation, communication and H&S.
Creation of Utility Maintenance Electrician Operator (UMEO)	Public Works	- Good Government	City spends ~\$30K per year on outsourced electrician duties related to streetlights and traffic lights. Incorporating electrician certification into the job description for the Utility Maintenance Operator (UMO) position will result in (after incorporating higher salary expectations) cost savings	Included in the business case is the plan to convert one Equipment Operator position at the Lindsay depot into the current UMO job description to provide some redundancy to the service and create a possibility for succession planning. This conversion, after incorporating the salary increase, still nets out to saving the City ~\$5K annually.
Removal of Contracted Sidewalk plowing in Lindsay	Public Works	- Good Government	Contracted sidewalk plowing is provided to the residents of the Town of Lindsay at a premium cost	Providing all winter sidewalk maintenance, in the Town of Lindsay, by internal resources and removing contracted service. Saving the City money, improving the quality of service, and providing greater service resources to the City.
Removal of contracted winter road maintenance in the Town of Lindsay	Public Works	- Good Government	Contracted winter maintenance is provided to parts of the Town of Lindsay at a premium cost and only provides this one service	Replacing contracted winter road maintenance with in-house resources resulting in cost savings to the City, service delivery improvement, and greater service availability (i.e. the in-house resource can be performing other work when not performing winter maintenance)

Central Composting	Public Works	- A Vibrant and Growing Economy;#- Good Government	Cut down on traffic and wait times at all landfill sites accepting compost.	To have a central area within the Kawartha Lakes for customers/residents to bring in leaf/yard waste and brush. This will allow the Landfills to look after waste and the Compost area to concentrate on yard waste, it will relieve the amount of traffic coming into landfills and stop congestion. Set it up to allow for future Green Waste to be accepted. To have a proper composting facility, maybe even with capacity to accept other municipalities green waste.
On Line Tag Purchase for FREON large items and mattresses	Public Works	- A Healthy Environment	No drop off for large freon items and mattresses when landfills had to close.	Freon large items and mattresses can now be picked up at resident's home with on line purchase of tags. Better access for the public and don't have to leave home
Improved communication with customers at Landfill	Public Works	- Good Government	Difficult to provide direction to customers on where to drop their stuff.	Installed speaker system at scale house to better communicate.
Increased bag limit - curbside waste pick up	Public Works	- Good Government	With stay at home orders, residents produced more household waste.	Increased bag limit from 2 to 3 bags per household.
Documented processes at Landfill	Public Works	- Good Government	Staff redeployment effort required increased training on procedures.	Documented processes in SOP's so that staff could review and use when redeployed.
Transit	Public Works		Access for residents needing transport to appointments	Implemented booking system for timed pick ups (kerri Lyn has more to add here)

## Council Report

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<b>Report Number:</b>	<b>CAO2021-009</b>
<b>Meeting Date:</b>	June 15, 2021
<b>Title:</b>	<b>Water-Wastewater Servicing and Capacity Master Plan</b>
<b>Description:</b>	This report requests Council to accelerate commencement of a Water-Wastewater Servicing and Capacity Master Plan to mid-2021 in order to inform various priority plans, studies and projects.
<b>Author and Title:</b>	Ron Taylor, Chief Administrative Officer

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### Recommendations:

**That** Report CAO2021-009, **Water-Wastewater Servicing and Capacity Master Plan**, be received;

**That** the Water-Wastewater Servicing and Capacity Master Plan be added as a project to the Studies and Special Projects program of the 2021 Water-Wastewater Capital Budget with an authorized expenditure of \$700,000 financed equally by the Water Treatment and Wastewater Treatment accounts of the Development Charges Reserve Fund;

**That** staff be authorized to initiate a request for proposals (RFP) for the purpose of retaining a consultant to prepare the Water-Wastewater Servicing and Capacity Master Plan.

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

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

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



## **Background:**

Since 2014, the City's Development Charges (DC) Study has identified a recurring need for a water-wastewater servicing and capacity study, which is to be entirely DC-financed. Since 2016, the Water-Wastewater Rate Study has made allowance for the same need in its capital forecast. The City is obligated to implement and maintain servicing planning and capacity modelling and data to support appropriate growth and development in the City that is affordable and sustainable.

The proposed Water-Wastewater Servicing and Capacity Master Plan is inclusive of a servicing needs assessment and system modelling update, thereby consolidating all water-wastewater-related master planning and study needs. The resultant Master Plan would supersede and build on the corresponding master planning work done in 2009-2011 by UEM and in 2014-2015 by WSP.

This report is recommending an update to our water-wastewater servicing plans through a consolidated Water-Wastewater Servicing and Capacity Master Plan. It is also recommended that this planned work commence in 2021 (instead of 2022).

## **Rationale:**

Commencement of the next servicing capacity study was originally scheduled for 2019, but was deferred to 2022 in the City's plans because of delays with commencement of the City's Growth Management Study (GMS). The GMS delay is attributed to an extended Ontario Land Tribunal (OLT) (formerly the Local Planning Appeal Tribunal – LPAT) appeals proceeding concerning the City's Official Plan urban settlement boundaries. The boundaries remained in dispute until just last week when the City received a landmark decision establishing those boundaries.

The intent has been, in terms of timing, to overlap preparation of the servicing capacity study with that of the GMS to ensure timely implementation of the GMS, and that the planned distribution of growth does not imply impracticable or prohibitively costly infrastructure needs. Accordingly, with the GMS now initiated and occurring over a 2 year period ending February 2023, it is appropriate to initiate the supporting servicing and capacity master plan.

The City's Urban Secondary Plans remain in front of the OLT, as well as several associated appeals. Updated water-wastewater servicing and capacity information is being requested by parties and participants to better inform issues and growth planning.

Since the previous UEM master servicing and WSP capacity plans were completed, provincial growth plan legislation has changed a couple of times, and the City continues to review and respond to numerous active and potential development interests and applications.

Our current water and wastewater servicing and capacity data and Plans are outdated, limiting even our operational planning and decision-making.

### **Alternatives Considered:**

Council could maintain the current schedule for Plan updates, and include the servicing and capacity Master Plan in the proposed 2022 Water-Wastewater Capital Budget for Council's consideration. This is not recommended, as the timely update to this data and information will inform both active public and private projects and development interests.

### **Alignment to Strategic Priorities**

Servicing Master Planning supports the City's priority of Good Government by planning for and providing critical assets and infrastructure in an affordable and sustainable manner. Water-wastewater infrastructure is critical in supporting a vibrant and growing economy.

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

The 2021 Water-Wastewater Rate Study is the latest document to identify the need for the servicing and capacity master plan, and is forecasted to cost approximately \$642,000 in 2022 dollars. Due to ongoing procurement uncertainty driven by the COVID-19 pandemic, however, staff recommends a budget of \$700,000 for greater caution. As previously indicated, this cost would be entirely financed by the Development Charges Reserve Fund.

By comparison to existing plans, the recommendations of this report entail no material impact to the Development Charges Reserve Fund; they merely accelerate a \$700,000 financing commitment for an essential project by approximately 6-12 months.

### **Servicing Implications:**

Master plans are long-range plans which integrate infrastructure requirements for existing and future land use with environmental assessment planning principles. The Water-Wastewater Servicing and Capacity Master Plan is critical to implementation of the GMS and development of growth-related water-wastewater capital forecasts.

**Consultations:**

Director, Engineering & Assets

Director, Corporate Services

Director, Public Works

(Acting) Director, Development Services

Manager, Corporate Assets

**Attachments:**

Appendix A – UEM Municipal Servicing Master Plan, GMS 2011, Volume 2

<https://www.kawarthalakes.ca/en/municipal-services/reports-studies-and-plans.aspx>

**Department Head email:** rtaylor@kawarthalakes.ca

**Department Head:** Ron Taylor

## Council Report

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<b>Report Number:</b>	<b>RS2021-020</b>
<b>Meeting Date:</b>	June 15, 2021
<b>Title:</b>	<b>Proposed Lease Agreement between The Corporation of the City of Kawartha Lakes and Pigeon Lake Yacht Club Inc.</b>
<b>Description:</b>	Proposed Lease Agreement for Pigeon Lake Yacht Club Inc.'s use of City-owned Property located at 121 Boyd Street, Bobcaygeon
<b>Author and Title:</b>	Laura Carnochan, Law Clerk – Realty Services

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### Recommendations:

**That** Report RS2021-020, **Proposed Lease Agreement between The Corporation of the City of Kawartha Lakes and Pigeon Lake Yacht Club Inc.**, be received;

**That** the Mayor and Clerk be authorized to execute the Lease Agreement attached as Appendix C on behalf of The Corporation of the City of Kawartha Lakes, being a Lease Agreement with Pigeon Lake Yacht Club Inc. for its use of the City-owned property located at 121 Boyd Street, Bobcaygeon for the purpose of operating a yacht club.

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

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

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

## **Background:**

Pigeon Lake Yacht Club Inc. (hereinafter referred to as the "Yacht Club") has been leasing the City-owned property municipally known as 121 Boyd Street, Bobcaygeon since 1999.

The subject property is approximately 3 acres of waterfront property on Pigeon Lake. The property includes two buildings, which the Yacht Club use for storage and a clubhouse. Appendix A is an aerial photo of the subject property.

The Yacht Club's previous Lease Agreement (attached as Appendix B) expired in November 2019.

Staff have negotiated a new Lease Agreement with the Yacht Club, which is attached as Appendix C. The proposed Lease Agreement essentially keeps the same terms as the original Lease, but in an updated format in keeping with the current City standard for Lease Agreements. The rental amount has been lowered to the original starting amount in the original Lease, in order to offset the cost of property taxes, which the Yacht Club will now be responsible for paying.

While Staff initially proposed a five-year term (which would not have required Council approval), the Yacht Club requested a 10-year term, in order to justify spending funds for required long-term capital improvements.

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

## **Rationale:**

The annual rent has been set at \$1,812.14, plus HST, increased annually by the same percentage as the City's tax rate increase. This is in keeping with the terms of the original Lease Agreement between The Corporation of the Village of Bobcaygeon and the Yacht Club.

The Yacht Club will continue to be responsible for all operational and capital costs related to the Yacht Club, as well as all utilities.

The Yacht Club will further be responsible for paying an assessed tax levy related to the subject property.

The Yacht Club has reviewed the proposed Lease Agreement and provided its consent to the terms by returning an executed copy to the City.

## **Other Alternatives Considered:**

Council could direct that the Lease Agreement not be renewed. This is not recommended in this circumstance as the City has no other use for the subject property at this time. The City could attempt to lease the property to another party, but would be responsible for all maintenance and utility costs until such time as another Lease could be negotiated.

## **Alignment to Strategic Priorities**

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

- An Exceptional Quality of Life
  - Ensure recreation and leisure programs are available to all residents
- Good Government
  - Effective management of the municipal building and land portfolio

## **Financial/Operation Impacts:**

The proposed Lease Agreement will provide the City with a net revenue of \$1,812.14, plus HST, increased annually by the same percentage as the City's tax rate increase. Further, the responsibility for property taxes will be shifted to the Yacht Club, removing this cost from the City.

## **Consultations:**

Land Management Team

## **Attachments:**

Appendix A – Aerial Photo



Appendix A - Aerial  
Photo.pdf

Appendix B – Expired Lease Agreement



Appendix B -  
Expired Lease Agree

Appendix C – Proposed Lease Agreement



Appendix C -  
Proposed Lease Agr

**Department Head email:** rcarlson@kawarthalakes.ca

**Department Head:** Robyn Carlson

**Department File:** L17-17-RS017





BOBCA

(2)

A-1

**AGREEMENT**

An agreement for the use of certain municipally owned lands more particularly described as Part Lot 15, Conc. 19 in the Village of Bobcaygeon (as outlined in the attached sketch) and upon which is situated a cottage.

**BETWEEN:**

The Corporation of the Village of Bobcaygeon  
Hereinafter called the Village

And

The Pigeon Lake Yacht Club Inc., Hereinafter  
called the Club

COSTA BOBCY

1. This agreement permits the Club to use the described lands as a location for their Yacht Club, including a clubhouse and activities related to a Yacht Club.
2. The Club is solely responsible for securing any and all permits that may be necessary to construct any facilities on the lands or in the water. Providing further that prior to constructing or alteration of any facilities, cutting trees, changing grades, erecting signs and/or fences, the Club shall submit plans to the Village clearly outlining what is proposed. No work shall take place until the plans have been approved by the Village.
3. The Club shall leave the premises in good repair and reasonable wear and tear and damage by fire, tempest and lightning only excepted.
4. The Club shall save harmless the Village from any suits, actions, claims and/or liens for any and all damages or liability that may occur as a result of the Club's use of the lands and water. Provided further that the Club shall maintain public liability insurance with the Village as named insured in the amount of \$1,000,000.00 and shall annually submit a copy of the policy to the Clerk of the Village by July 1 yearly.
5. The Club shall not in any way plead for credit, encumber or mortgage the said lands.
6. The Club covenants and agrees that they shall be solely responsible for all maintenance, operational and capital costs in relations to the Club and shall not in any way hold themselves to the Public as being a legal and/or statutory creation of the Village.
7. The parties both agree that there should be an open membership to the Club and if the membership be less than 15 unrelated persons in any year the Village may, at its' option, declare this agreement null and void and the Club shall vacate the premises within 30 days of notice to vacate. The existing Charter for the Pigeon Lake Yacht Club Inc. shall become part of this agreement as Schedule "A" attached hereto.

8. The Club shall be responsible to pay to the Village \$1,812.14 at the first of July yearly and subsequent yearly payments will be increased above the base rate based on an increase in the tax rate.
9. The Club shall be responsible to pay upon receipt a yearly property insurance bill issued by the Clerk for an amount prescribed by the insurance company for the Village and subject to the same deductible as outlined in the Village policy.
10. Both parties further agree that in the event that the Village requires the said property for Municipal purposes, and reasonable notice of such request to vacate is received one year prior in writing then the Club agrees to vacate within 30 days of the one year grace period.

(2)

-2-

Further, should the Club decide to vacate the property, reasonable notice of such request to vacate must be received one year prior in writing and the property shall be vacated within 30 days of the one year grace period.

11. This agreement shall continue in full force and effect from December 31<sup>st</sup>, 1999 to November 30<sup>th</sup>, 2019 subject to clause number 7 and 10.
12. The Club is fully aware that the said lands are located adjacent to a sewage treatment and sludge storage facility and that from time to time offensive odours may be experienced. The Club shall not make any claim against the Village as a result of such odours.
13. Portable toilets and washrooms may be placed on property by the Pigeon Lake Yacht Club Inc. to meet environmental standards.
14. Pigeon Lake Yacht Club Inc. will pay all utilities including water billing, hydro, cable and telephone. All minimum billings for the winter months are the responsibility of the Club. The Village agrees to supply and install a water meter provided that the Club gives written notice yearly when the Club wishes the meter to be installed and removed from the one inch hose line which runs overground from the sewage plant. The Club agrees to remove the water meter for the winter months and replace in the spring to save harmless the Village from any damage that could occur to the premises if said meter was not removed.

Date this 22nd day of December 1999 at the Village of Bobcaygeon, Bobcaygeon, Ontario.



Commodore



Secretary Treasurer

Pigeon Lake Yacht Club Inc.



Reeve



Clerk

Village of Bobcaygeon

G.T. 1-3-71609236

## LEASE AGREEMENT

Effective the 1<sup>st</sup> day of December, 2020

**BETWEEN:**

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

as Landlord  
(the "CITY")

- and -

**PIGEON LAKE YACHT CLUB INC.**

as Tenant  
(the "YACHT CLUB")

### **RECITALS:**

- a) The CITY is the owner of certain lands legally described in Schedule "A" to this LEASE.
- b) The YACHT CLUB wishes to lease a portion of the LANDS for use as the location for the Pigeon Lake Yacht Club.

**THIS LEASE IS ENTERED** in consideration of the rents, covenants and agreements reserved and contained on the part of the YACHT CLUB, to be respectively paid, observed and performed, and for other consideration, the receipt and sufficiency of which are acknowledged, the CITY demises and leases the LANDS to the YACHT CLUB shown on the sketch attached as Schedule "B".

### **ARTICLE 1.00: INTERPRETATION**

1.01 **Definitions:** Wherever a terms set out below appears in the text of this LEASE in capital letters, the term shall have the meaning set out for it in this Section 1.01. Wherever a term below appears in the text of this LEASE in regular case, it shall be deemed to have the meaning ordinarily attributed to it in the English language.

- a) **BASE RENT** means, for the first year of the TERM, the sum of One Thousand Eight Hundred and Twelve Dollars and Fourteen Cents (\$1,812.14), plus HST, per annum. After that, BASE RENT means the amount determined pursuant to Section 2.02 of this LEASE.
- b) **BUSINESS** means the YACHT CLUB's business of carrying on activities related to the Pigeon Lake Yacht Club.

- c) **CITY** means the Corporation of the City of Kawartha Lakes, a municipal corporation duly incorporated pursuant to the laws of the Province of Ontario. Where the context permits, the term also includes the CITY's servants, employees, agents and delegated officials.
- d) **EVENT OF DEFAULT** means any one or more of the circumstances set out in the following numbered paragraphs.
  - i. The YACHT CLUB breaches its covenant to pay RENT. The default occurs whether the CITY has demanded payment or not, if the RENT remains unpaid for a period of thirty (30) days after it is due.
  - ii. The YACHT CLUB breaches any of its other covenants in this LEASE. The default occurs if the breach continues for a period of thirty (30) days (or such longer period as may be reasonably necessary to cure the breach) after notice by the CITY to the YACHT CLUB specifying the nature of the breach and requiring it to be remedied.
  - iii. In circumstances where the breach set out in the notice given to the YACHT CLUB by the CITY pursuant to paragraph (2) above reasonably requires more time to cure than the time period referred to in the notice, but the YACHT CLUB has not commenced remedying the breach; or, in the opinion of the CITY, has failed to diligently remedy it within a reasonable time.
  - iv. The LANDS are vacated by the YACHT CLUB or become vacant or remain unoccupied by the YACHT CLUB for a period of thirty (30) consecutive days.
- e) The **LANDS** are comprised of a portion of the lands described in Schedule "A" to this LEASE and more particularly set out in Schedule "B" to this LEASE.
- f) **LEASE** means this lease agreement, including its recitals and schedules, which form integral parts of it, as amended from time to time in accordance with Section 6.07.
- g) **PROPERTY MANAGER** means the CITY, or, where the CITY has hired an employee, consultant or contractor for the purposes of management of the LANDS, that person.
- h) **PROPERTY TAXES** means all taxes, rates, local improvement rates, impost charges, duties, assessments or levies which may be levied, rated, charged or assessed against any form of property, regardless of who is legally responsible for payment. It includes such requirements imposed by federal,

provincial, municipal (including the CITY), school board, utility commission or other authority, whether the requirement or the agency is now or in the future in existence.

- i) **RENT** means any and all sums due and payable by the YACHT CLUB pursuant to this LEASE. RENT includes the following amounts:
  - i. The BASE RENT;
  - ii. All other costs, expenses and charges (including interest on overdue payments) incurred in and about the LANDS required to be paid by the YACHT CLUB pursuant to any provision of this LEASE.
- j) The **RENT COMMENCEMENT DATE** is December 1, 2020.
- k) **RENTAL TAXES** means all Harmonized Sales Tax, sales taxes, excise taxes, business transfer taxes, value added taxes, or other taxes, duties, rates, levies or fees levied, rated, charged, assessed or payable with respect to, or calculated or measured in whole or in part in relation to:
  - i) The RENT payable by the YACHT CLUB to the CITY under this LEASE; or
  - ii) The LANDS; or
  - iii) The area of the LANDS; or
  - iv) The occupancy or leasing of the LANDS,and whether by law the responsibility of the CITY or the YACHT CLUB or both, and whether imposed by federal, provincial, municipal, school board, utility commission or other authority, and whether now or in the future in existence, and includes any other taxes, rates, duties, assessments, fees or levies which may be imposed on the CITY or the YACHT CLUB or anyone else on account or in lieu of it, or of a nature similar to it, and whether recurring annually, or at other intervals, or on a special or single instance basis only. RENTAL TAXES shall not include any PROPERTY TAXES.
- l) The **TERM** means the entire ten (10) year period during which this LEASE is operational, as set out in Article 2.00. In the event that a renewal is engaged pursuant to Section 2.02, the definition of TERM shall be deemed to be amended by adding the number of years of the renewal period.
- m) **YACHT CLUB** means the Pigeon Lake Yacht Club Inc., a corporation duly incorporated under the laws of the Province of Ontario.

1.02 **Legislation & By-laws:** Each reference to Provincial legislation in this LEASE, unless otherwise specified, is a reference to the Revised Statutes of Ontario, 1990 edition, and, in every case, includes all applicable amendments to the legislation, including successor legislation. Each reference to a By-law in this

LEASE, unless otherwise specified, is a reference to a By-law of the CITY, and, in every case, includes all application amendments to the By-law, including successor By-laws.

1.03 **Construing this LEASE:**

- a) The captions, article and section names and numbers appearing in this LEASE are for convenience of reference only and have no effect on its interpretation.
- b) All provisions of this LEASE creating obligations on either party will be construed as covenants.
- c) This LEASE is to be read with all changes of gender or number required by the context.
- d) The words 'include' or 'including' shall not be construed as limiting the words or phrases preceding them.

1.04 **Reasonableness:** Wherever any consent, agreement or approval of the CITY or the YACHT CLUB is required under the terms of this LEASE, then unless otherwise specifically mentioned, the party acting will do so reasonably.

**ARTICLE 2.00: DEMISE, TERM, AND RENTAL**

2.01 **Demise:** The CITY grants to the LEASE a leasehold interest in the LANDS to have and to hold for a TERM of ten (10) years, to be computed from the 1<sup>st</sup> day of December, 2020, concluding on the 30<sup>th</sup> day of November, 2030.

2.02 **Base RENT:** During the first year of the TERM of this LEASE, the BASE RENT will be as set out in Section 1.01(a). After the first year, the BASE RENT will be increased from the BASE RENT based on an increase in the tax rate.

2.03 **Payment of RENT:** The RENT is payable as follows:

- a) The BASE RENT shall be calculated at a yearly amount, shall be paid on the RENT COMMENCEMENT DATE, and thereafter shall be payable on the first day of December for each year of the TERM;
- b) PROPERTY TAXES, shall be paid upon the YACHT CLUB's receipt of invoice or demand thereof.
- c) All other costs, expenses and charges (including interest on overdue payments) incurred in and about the LANDS required to be paid by the YACHT CLUB pursuant to any provision of this LEASE, shall be paid upon the YACHT CLUB's receipt of invoice or demand thereof.

- 2.04 **RENT Abatement:** In the event of a Federal, Provincial or Municipal State of Emergency where the YACHT CLUB does not have access to the LANDS, the CITY will prorate the RENT accordingly.

### **ARTICLE 3.00: COVENANTS, WARRANTIES & ACKNOWLEDGEMENTS**

- 3.01 **Covenant to Pay RENT:** The YACHT CLUB agrees to pay the RENT at the times and in the manner prescribed in this LEASE, without any abatement or deduction, except as provided for in section 2.04.
- 3.02 **Interest on Overdue RENT:** Without waiving any right of action of the CITY in the EVENT OF DEFAULT of any payments pursuant to this LEASE, in the event that the YACHT CLUB is delinquent in payment of any RENT for thirty (30) days or more, the YACHT CLUB agrees to pay interest on the arrears of RENT at the rate of one point two eight five (1.285%) per cent per month, compounded, (which equates to a rate of sixteen point five six (16.56%) per cent per annum), retroactive from the date the amount was due and payable, until it is actually paid.
- 3.03 **Access:** The YACHT CLUB agrees to provide the CITY with full and free access (for inspection purposes), during normal business hours, and in the presence of the YACHT CLUB, to any and every part of the LANDS. It is understood and agreed, however, that in cases of emergency, the CITY shall at all times and for all purposes have full and free access to the LANDS.
- 3.04 **Quiet Enjoyment:** Subject to the provisions of this LEASE, the CITY agrees that the YACHT CLUB shall have quiet possession of the LANDS. The YACHT CLUB specifically acknowledges that the LANDS are adjacent to a sewage treatment and sludge storage facility and that, from time to time, offensive odours may be experienced. The YACHT CLUB shall not make any claim against the CITY as a result of such odours or nuisance.
- 3.05 **Maintenance/Refuse Handling:** The YACHT CLUB agrees to regularly maintain the LANDS in good condition, and to keep the LANDS free of debris and neat and tidy at all times. The YACHT CLUB acknowledges and agrees that no stockpiling of goods or refuse is permitted on the LANDS. The YACHT CLUB agrees to provide complete and proper arrangements for the adequate sanitary handling and disposal of all trash, garbage and other refuse on or in connection with the BUSINESS, all to the satisfaction of the PROPERTY MANAGER.
- 3.06 **Operational and Capital Costs:** The YACHT CLUB agrees that they shall be solely responsible for all operational and capital costs in relation to the BUSINESS. The CITY acknowledges that there is a 1.5 storey building located on the LANDS which belongs to the CITY. The YACHT CLUB acknowledges and agrees that they shall be solely responsible for all operational and capital costs associated with the 1.5 storey building.



- 3.07 **Utilities:** The YACHT CLUB agrees that they shall be solely responsible to pay for all utilities including, but not limited to, water, hydro, cable, and telephone. All minimum billings for the winter months are the responsibility of the YACHT CLUB. The CITY agrees to supply and install a water meter provided that the YACHT CLUB gives written notice yearly when the YACHT CLUB wishes the meter to be installed and removed from the one-inch hose line which runs overground from the sewage plant. The YACHT CLUB agrees to remove the water meter for the winter months and replace in the spring to save harmless the CITY from any damage that could occur to the LANDS if said meter was not removed.
- 3.08 **No Damage:** The YACHT CLUB agrees that it shall not do (or allow to be done) anything which may damage the LANDS beyond the damage occasioned by reasonable use. The YACHT CLUB further agrees that it shall, at its cost and expense, repair all portions of the LANDS which may at any time be damaged by the YACHT CLUB or its invitees (ordinary wear and tear only excepted). In the event of the failure on the part of the YACHT CLUB to repair pursuant to this section, the YACHT CLUB agrees to indemnify and save harmless the CITY from all damages, costs and expenses suffered or incurred by the CITY, the public, or any other third parties by reason of the damage to the LANDS, to the extent that the YACHT CLUB is liable for the same in law. The YACHT CLUB agrees to make payment forthwith upon receipt of appropriate accounts for these damages.
- 3.09 **Laws & Rules:** The YACHT CLUB agrees to abide by all applicable Federal, Provincial, and/or Municipal or local Statutes, Regulations, and By-laws.
- 3.10 **Fire Prevention:** The YACHT CLUB agrees to take all precautions to prevent fire from occurring in or about the LANDS. The YACHT CLUB further agrees to observe and comply with all instructions given from time to time by the PROPERTY MANAGER with respect to prevention and extinguishing of fires.
- 3.11 **Signs:** The YACHT CLUB agrees that it shall not construct, erect, place, or install on or at the LANDS, any poster, advertising sign or display, electrical or otherwise, without first obtaining the consent, in writing, of the CITY.
- 3.12 **Liability Insurance:** The YACHT CLUB shall provide and maintain:
- a) Commercial General Liability insurance with limits of not less than Five Million (\$5,000,000.00) dollars per occurrence and with a deductible acceptable to the City. Coverage shall include but is not limited to bodily injury including death, property damage including loss of use thereof, personal injury, blanket contractual liability, products and completed operations liability, owners and contractors protective, host liquor liability, non-owned automobile liability and contain a cross liability and severability of interest clause. The policy shall be endorsed to name *The Corporation of the City of Kawartha Lakes* as an additional insured.

- b) All Risk Property insurance in an amount equal to the full replacement cost of property of every description and kind owned by the YACHT CLUB or for which the YACHT CLUB is legally responsible, and which is located on or about the LANDS, including without limitation anything in the nature of a leasehold improvement. The policy shall not allow subrogation claims by the Insurer against the CITY.
- c) Tenant's Legal Liability insurance for the actual cash value of the building and structure on the LANDS, including loss of use thereof. The policy shall not allow subrogation claims by the Insurer against the CITY.
- d) Comprehensive Boiler and Machinery insurance on mechanical equipment on or about the LANDS controlled by the YACHT CLUB. The policy shall not allow subrogation claims by the Insurer against the CITY.

The YACHT CLUB shall provide the CITY, upon execution of this LEASE and annually thereafter, a Certificate of Insurance. All policies shall be with insurers licensed to underwrite insurance in the Province of Ontario. The insurance shall be with insurers acceptable to the CITY and with policies in a form satisfactory to the CITY. All policies shall be endorsed to provide the CITY with not less than thirty (30) days' written notice in advance of any cancellation, change or amendment restricting coverage. All premiums and deductibles under the insurance policies are the sole expense of the YACHT CLUB. All policies shall apply as primary and not as excess of any insurance available to the CITY. As determined by the CITY, the YACHT CLUB may be required to provide and maintain additional insurance coverage(s) or increased limits, which are related to this LEASE.

- 3.13 **Coverage to be Maintained:** The YACHT CLUB agrees that it shall not do anything (nor omit to do anything, nor allow anything to be done or omitted to be done) on the LANDS which will in any way impair or invalidate the policies provided pursuant to Sections 3.12.
- 3.14 **Objectionable Materials:** The YACHT CLUB agrees that it will not, upon or about the LANDS, bring, keep, sell, store, offer for sale, give away or otherwise use, handle or dispose of any merchandise, goods, materials, effects or things which may by the PROPERTY MANAGER for any reason be deemed objectionable.
- 3.15 **No Claims:** The YACHT CLUB shall not have any claim or demand against the CITY for damages of any nature, however caused to the LANDS, or any person or property, on or about the LANDS, unless the damage is due to the gross negligence of the CITY (or any of its officials, employees, servants or agents while acting within the scope of his or her duties or employment).

- 3.16 **Indemnification:** The YACHT CLUB agrees that it shall at all times indemnify and save harmless the CITY, its employees and Members of Council, from and against all claims and demands, by whomsoever made, which are occasioned by or attributable to the existence of this LEASE or any action taken or things done or maintained because of this LEASE, or the exercise of rights arising pursuant to this LEASE (excepting claims for damage resulting from the gross negligence of any officer, servant or agent of the CITY while acting within the scope of his or her duties or employment).

#### **ARTICLE 4.00: IMPROVEMENTS**

- 4.01 **Condition of the LANDS:** The YACHT CLUB accepts the LANDS in an "as is" condition without any obligation on the part of the CITY to make the LANDS suitable for the BUSINESS except as otherwise noted in this LEASE.
- 4.02 **Alterations:** The YACHT CLUB agrees that it will not make alterations to the LANDS, until plans showing the design and nature of the proposed alterations to the LANDS have been approved by the CITY. It is understood and agreed that any approved alterations to the LANDS must be completed and then maintained by the YACHT CLUB to the satisfaction of the CITY and/or the PROPERTY MANAGER. The CITY and the YACHT CLUB agree to execute an agreement addressing the timing and maintenance of the YACHT CLUB's improvements to the LANDS. The YACHT CLUB acknowledges that its development on the LANDS may be subject to site plan control.

#### **ARTICLE 5.00: TERMINATION**

- 5.01 **Termination without Cause:** The CITY and the YACHT CLUB have the right to terminate this LEASE upon twelve (12) months' notice in writing to the other party.
- 5.02 **Surrender:** At the expiration or sooner determination of the TERM of this LEASE, the YACHT CLUB shall peaceably surrender and yield to the CITY, the LANDS in a well-maintained, fully operating condition with all related facilities, buildings, structures and improvements (excepting those removed pursuant to Section 5.03) in a good state of repair (reasonable wear and tear excepted). At the expiration of this LEASE, the CITY will have and enjoy absolute title to all of the LANDS without compensation to the YACHT CLUB, and free of any claim or encumbrance. In the event that this LEASE is terminated due to an EVENT OF DEFAULT, no goods, materials or chattels of any sort may be removed by the YACHT CLUB without the CITY's express consent.
- 5.03 **Removal of Improvements:** Notwithstanding Section 5.02, and provided the YACHT CLUB is not in default of its obligations pursuant to this LEASE, at the expiration of the TERM or any renewal period, or upon earlier determination of the TERM, the CITY shall have the first right of refusal to purchase some or all of the YACHT CLUB's leasehold improvements at its then market value. In the event that the YACHT CLUB and the CITY cannot agree on terms of purchase, the YACHT CLUB shall remove, at its sole cost, all improvements on the LANDS

which the CITY does not require. The YACHT CLUB agrees to restore the LANDS upon which the removed improvements were located, to a state of repair satisfactory to the CITY within twelve (12) months of the date of the termination of the TERM.

- 5.04 **Default:** Upon the occurrence of an EVENT OF DEFAULT, at the option of the CITY, the TERM shall become forfeited and void, and the CITY may, without notice or any form of legal process whatsoever, forthwith re-enter upon the LANDS and repossess and enjoy the same as of its former estate, anything contained in any statute or law to the contrary notwithstanding, and the provisions of Section 5.02 shall apply.
- 5.05 **CITY's Performance:** Nothing in this LEASE prevents the CITY, in the circumstances of an EVENT OF DEFAULT, from entering upon the LANDS and performing the YACHT CLUB's obligations. This work shall be completed at the sole cost and expense of the YACHT CLUB and in addition, the CITY may levy any charge as may then be applicable, in accordance with the policies of the CITY for administration and overhead. It is expressly understood and agreed that the CITY is not under any obligation to perform any of the YACHT CLUB's covenants.
- 5.06 **Other Remedies:** Forfeiture of this LEASE by the YACHT CLUB shall be wholly without prejudice to the right of the CITY to recover arrears of RENT or damages for any antecedent breach of covenant on the part of the YACHT CLUB. Notwithstanding any forfeiture, the CITY may subsequently recover from the YACHT CLUB damages for loss of RENT suffered by reason of the YACHT CLUB having been determined prior to the end of the TERM as set out in this LEASE. This clause and the right under it shall survive the termination of this LEASE whether by act of the parties or by operation of law.

#### **ARTICLE 6.00: MISCELLANEOUS**

- 6.01 **Notice:** Any notice to be given under this LEASE shall be sufficiently given if delivered by hand, or facsimile, or if sent by prepaid first class mail and addressed to the YACHT CLUB at:

Pigeon Lake Yacht Club Inc.  
P.O. Box 622  
Bobcaygeon, ON K0M 1A0

or to the CITY at:

The Corporation of the City of Kawartha Lakes  
**Attention: Clerk**  
26 Francis Street South  
P.O. Box 9000  
Lindsay, ON K9V 5R8  
Fax: 705-324-8110  
E-mail: clerks@kawarthalakes.ca

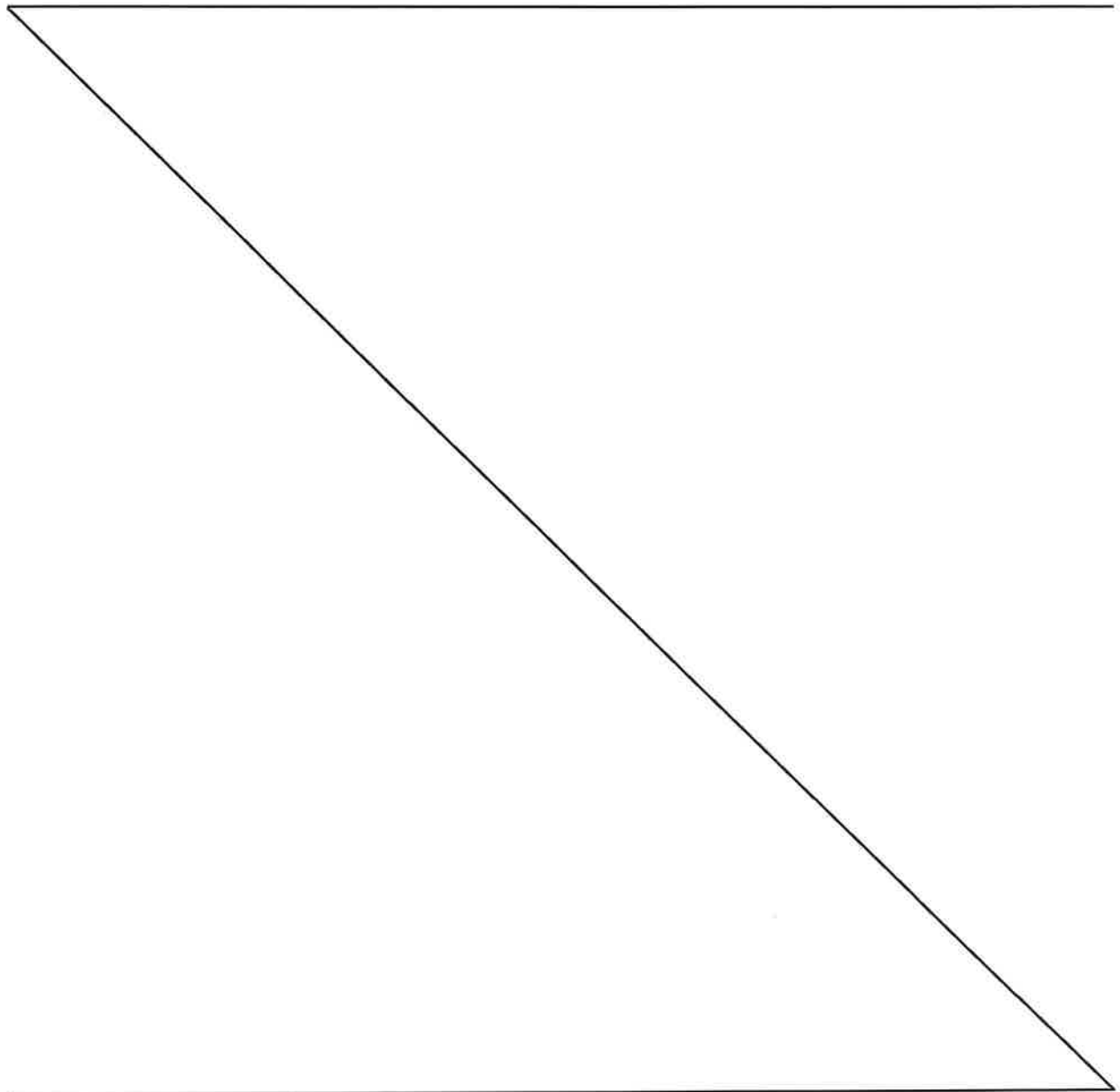
Receipt of notice shall be deemed on:

- a) The date of actual delivery of a hand delivered document; or
- b) The business day next following the date of facsimile or e-mail transmission; or
- c) Five (5) days following the date of mailing of the notice;

whichever is applicable. Notwithstanding Section 6.07, either party may change its address for notice by giving notice of change of address pursuant to this Section.

- 6.02 **Force Majeure:** Notwithstanding anything in this LEASE, neither party shall be in default with respect to the performance of any of the terms of this LEASE if any non-performance is due to any force majeure, strike, lock-out, labour dispute, civil commotion, war or similar event, invasion, the exercise of military power, act of God, government regulations or controls, inability to obtain any material or service, or any cause beyond the reasonable control of the party (unless such lack of control results from a deficiency in financial resources) . Otherwise, time shall be of the essence of this LEASE and all the obligations contained herein.
- 6.03 **Successors:** The rights and liabilities of the parties shall ensure to the benefit of and be binding upon the parties and their respective successors and approved assignees. Neither party shall assign this LEASE without the written consent of the other party.
- 6.04 **Entire Agreement:** This LEASE constitutes the entire agreement between the parties and it is agreed that there is no covenant, promise, agreement, condition precedent or subsequent, warranty or representation or understanding, whether oral or written, other than as set forth in this LEASE and this LEASE fully replaces and supersedes any letter, letter of intent, or other contractual arrangement between the parties related to the LANDS in existence at the time of execution and delivery of this LEASE.
- 6.05 **Partial Invalidity:** If any article, section, subsection, paragraph, clause or sub-clause or any of the words contained in this LEASE shall be held wholly or partially illegal, invalid or unenforceable by any court of competent jurisdiction, the CITY and the YACHT CLUB agree that the remainder of this LEASE shall not be affected by the judicial holding, but shall remain in full force and effect. The provisions of this LEASE shall have effect, notwithstanding any statute to the contrary.
- 6.06 **Relationship of Parties:** Nothing in this LEASE shall create any relationship between the parties other than that of landlord and tenant. It is specifically agreed that neither party is a partner, joint venture, agent or trustee of the other.

- 6.07 **Amendments:** No supplement, amendment or waiver of or under this LEASE (apart from amendments to notice provisions of Section 6.01) shall be binding unless executed in writing by the party to be bound. No waiver by a party of any provision of this LEASE shall be deemed to be a waiver of any other provision unless otherwise expressly provided.
- 6.08 **Governing Law:** This agreement shall be construed in accordance with and governed by the laws of the Province of Ontario.
- 6.09 **Freedom of Information:** The YACHT CLUB acknowledges that this LEASE is a public document.
- 6.10 **Independent Legal Advice:** The YACHT CLUB acknowledges that it has either received or waived the benefit of its own legal advice with respect to the execution of this LEASE.



6.11 **Electronic Signature:** This Agreement may be executed and delivered by facsimile or other electronic means, which electronic copies shall be deemed to be original.

By so executing this LEASE, the officers warrant and certify that the corporations for which they are signing are in good standing and duly incorporated and organized under the laws of the jurisdiction in which they are incorporated, and that the officers are authorized and empowered to bind the corporations to the terms of this LEASE by their signatures.

**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*

**PIGEON LAKE YACHT CLUB INC.**

PER:  \_\_\_\_\_  
Name: TOM LYCETT  
Title: COMMODORE

PER:  \_\_\_\_\_  
Name: Mike Burton-Jones  
Title: Secretary

*We have authority to bind the Corporation*

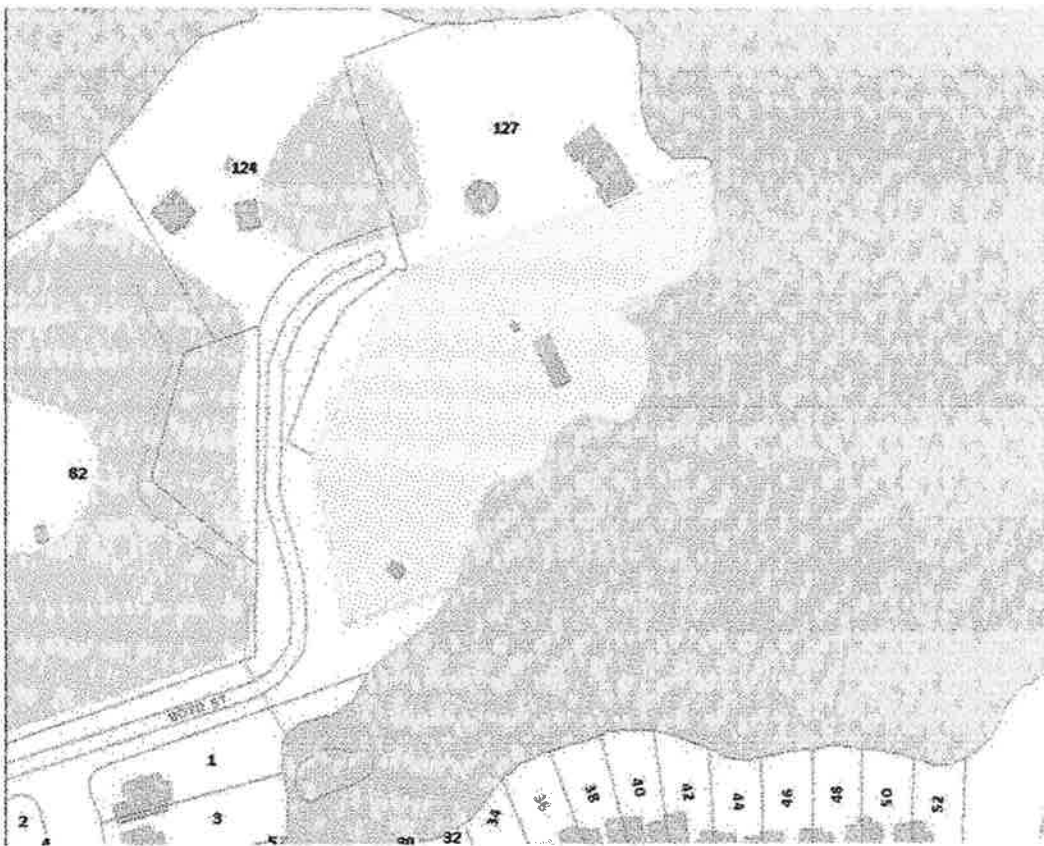
## **Schedule "A"**

### **DESCRIPTION OF LANDS**

Part of Lot 15, Concession 19, Harvey, being Part 1 on Plan 57R-2573 & as in R267235  
East of Part 1 on Plan 57R-2795, in the Geographic Village of Bobcaygeon, City of  
Kawartha Lakes



## Schedule "B"



## Council Report

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<b>Report Number:</b>	<b>RS2021-021</b>
<b>Meeting Date:</b>	June 15, 2021
<b>Title:</b>	<b>Proposed Surplus Declaration, Closure, and Sale of a Portion of Gilson Street, Little Britain</b>
<b>Description:</b>	Proposed Surplus Declaration, Closure, and Conveyance of a Portion of Road Allowance Legally Described as Part of Gilson Street on Plan 343 Except Part 2 on Plan 57R-929; Part of Lot 5, Concession A, being Part 1 57R-929; S/T R407182, R256369, R373813 & R373140, in the Geographic Township of Mariposa, City of Kawartha Lakes, designated as Parts 1 and 2 on Plan 57R-9063
<b>Author and Title:</b>	Laura Carnochan, Law Clerk – Realty Services

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### Recommendations:

**That** Report RS2021-021, **Proposed Surplus Declaration, Closure, and Sale of a Portion of Gilson Street, Little Britain**, be received;

**That** the subject property, being a portion of road allowance legally described as Part of Gilson Street on Plan 343 Except Part 2 on Plan 57R-929; Part of Lot 5, Concession A, being Part 1 57R-929; S/T R407182, R256369, R373813 & R373140, in the Geographic Township of Mariposa, City of Kawartha Lakes, designated as Parts 1 and 2 on Plan 57R-9063, being Part of PIN: 63195-0381 (LT), be declared surplus to municipal needs;

**That** the closure of the portion of road allowance and sale to the adjoining landowners 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;

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

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

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

**That**, notwithstanding Section 3.05 Public Notice of Disposition By-law 2018-020, which section requires that disposition of any real property be advertised in a local newspaper and on the City website for a 3 week period prior to declaration of surplus by Council, that Council waive this requirement (as this land was originally conveyed to the City from the now-purchaser/ developer for road purposes);

**That**, notwithstanding Section 4.04 of By-law 2018-020, the subject portions of road allowance be sold for nominal consideration (as this land was originally conveyed to the City from the now-purchaser/ developer for road allowance purposes, and thus the City did not pay for this land and nor does the purchaser acquire a financial advantage as a result of the conveyance and reconveyance);

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

**That** the by-law attached as Appendix H required to close the road and authorize its disposition shall be passed;

**That** the deeming by-laws attached as Appendix I and Appendix J be passed contemporaneously with the disposition by-law; and

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

## **Background:**

In 2018 Engineering received correspondence from the solicitor for the developer of the Gilson Point Subdivision, advising that it had been contemplated that when Gilson Street was extended the redundant parts of the cul-de-sac would be stopped up, closed, and conveyed to the abutting landowners.

At that time, the developer had not completed the required subdivision works and the City did not move forward with the request to stop up, close, and convey the subject portions of road allowance.

The developer has now completed the required road and stormwater management works and the City has assumed the Gilson Point Subdivision, as per By-Law 2020-126 (attached as Appendix D).

The City Solicitor reviewed the request and had no issues with proceeding with the stop up, closure and sale of the subject portion of road allowance.

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

## **Rationale:**

The subject portion of the road allowance is not required for municipal purposes, as no portion of the travelled road is located within the cul-de-sac.

The “subject to” interests noted in the legal description of the subject road allowance were reviewed by Realty Services and determined to be instruments setting out rights-of-way over the 66 foot width of Gilson Street, not including the cul-de-sac portion that is subject to this request, and therefore, will not be affected by the proposed sale. A map outlining the rights-of-way (outlined in purple) in relation to the subject portion of road allowance (outlined in red) is attached as Appendix E.

The interested parties own property which borders the subject portion of road allowance. As a result, pursuant to the City’s By-Law to Regulate the Disposition of Municipal Real Property (By-Law 2018-020, as amended) that portion of the road allowance can be conveyed to the adjoining landowners.

The subject road allowance does not lead to water, it borders private property, and therefore, the stop up, closure, and sale would not contravene Section 8.00 of By-Law 2018-020, as amended.

As per section 4.04 of By-Law 2018-020, minimum set prices for road allowance sales are established. Notwithstanding that provision, Staff recommends conveying the land for nominal consideration, as the lands are being reconveyed to the developer of the subdivision. Thus the City did not pay for this land. As this was originally conveyed to the City for road purposes (not park purposes), the purchaser does not acquire a financial advantage as a result of the conveyance and reconveyance at nominal consideration (as it would in the case of a reconveyance of land originally donated for parkland purposes).

When the deeming by-laws are passed, the portions of the road allowance will merge with the adjacent lot. The developer will then be in a position to sell the resultant lot into third party ownership.

As per Section 3.05 Public Notice of Disposition By-law 2018-020, disposition of any real property is required to be advertised in a local newspaper and on the City website for a 3 week period prior to declaration of surplus by Council. Staff are proposing that the public notification should be waived in this scenario given that the lands have never been used for municipal purposes and are being proposed to be reconveyed to the developer. There is also an urgency given that the developer has already sold one of the adjoining lots and is in the process of selling the other.

### **Other Alternatives Considered:**

Council may decide not to sell the road allowance. That would be inconsistent with past practice and is not recommended in this circumstance.

Council could decide to sell the lands for the minimum set price set per By-Law 2018-020, instead of nominal consideration. The minimum price for an interior road allowance is \$15.00 per linear foot of road allowance (based on a 66-foot width). Should Council decide to proceed to dispose of the property using the price of \$15.00 per linear foot of road allowance, consideration for the subject portion of road allowance is calculated as approximately \$700.00. This is not recommended in this circumstance, given that the purchaser is the original owner of the subject property and the lands are residual portions of road allowance which have not been used for municipal purposes.

### **Alignment to Strategic Priorities**

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

- Good Government
  - Effective management of the municipal building and land portfolio

## Financial/Operation Impacts:

The parties have been asked to enter into a conditional Agreement of Purchase and Sale with a non-refundable \$5,000.00 deposit to cover initial road closing costs. All costs of the transaction, plus a \$1,500.00 fee to cover the City's staff time expenses will be paid for by the purchaser.

## Consultations:

City Solicitor  
Supervisor – Development Engineering

## Attachments:

### Appendix A – General Location Map



Appendix A -  
General Location Map

### Appendix B – Aerial Photo



Appendix B - Aerial  
Map.pdf

### Appendix C – Map



Appendix C -  
Map.pdf

### Appendix D – By-Law 2020-126, Being a By-Law to Assume Gilson Street and Wall Street



Appendix D -  
2020-126 Assume Gilson

### Appendix E – Map of Rights-of-Way



Appendix E - Map  
of Rights-of-Way.pdf

#### Appendix F – Reference Plan 57R-9063



Appendix F -  
Reference Plan 57R-

#### Appendix G – Reference Plan 57R-929



Appendix G -  
Reference Plan 57R-

#### Appendix H – Proposed By-Law to Stop Up, Close, and Convey of a Portion of Gilson Street, Little Britain



Appendix H -  
Proposed By-Law to

#### Appendix I – Proposed By-Law to Deem Lot 9 Plan 57M764



Appendix I -  
Proposed By-Law to

#### Appendix J – Proposed By-Law to Deem Lot 10 Plan 57M764



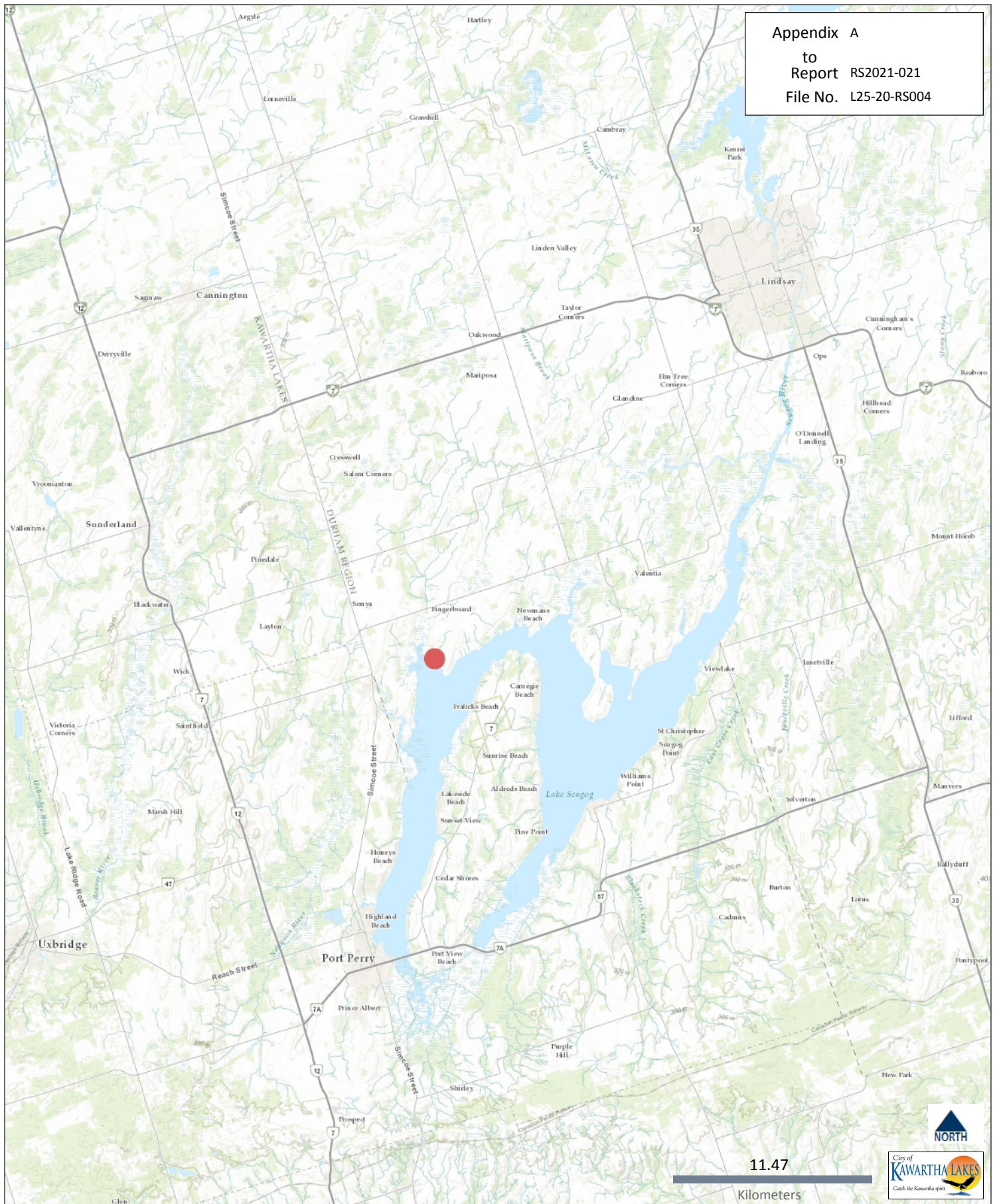
Appendix J -  
Proposed By-Law to

**Department Head E-mail:** [rcarlson@kawarthalakes.ca](mailto:rcarlson@kawarthalakes.ca)

**Department Head:** Robyn Carlson

**Department File:** L25-20-RS004





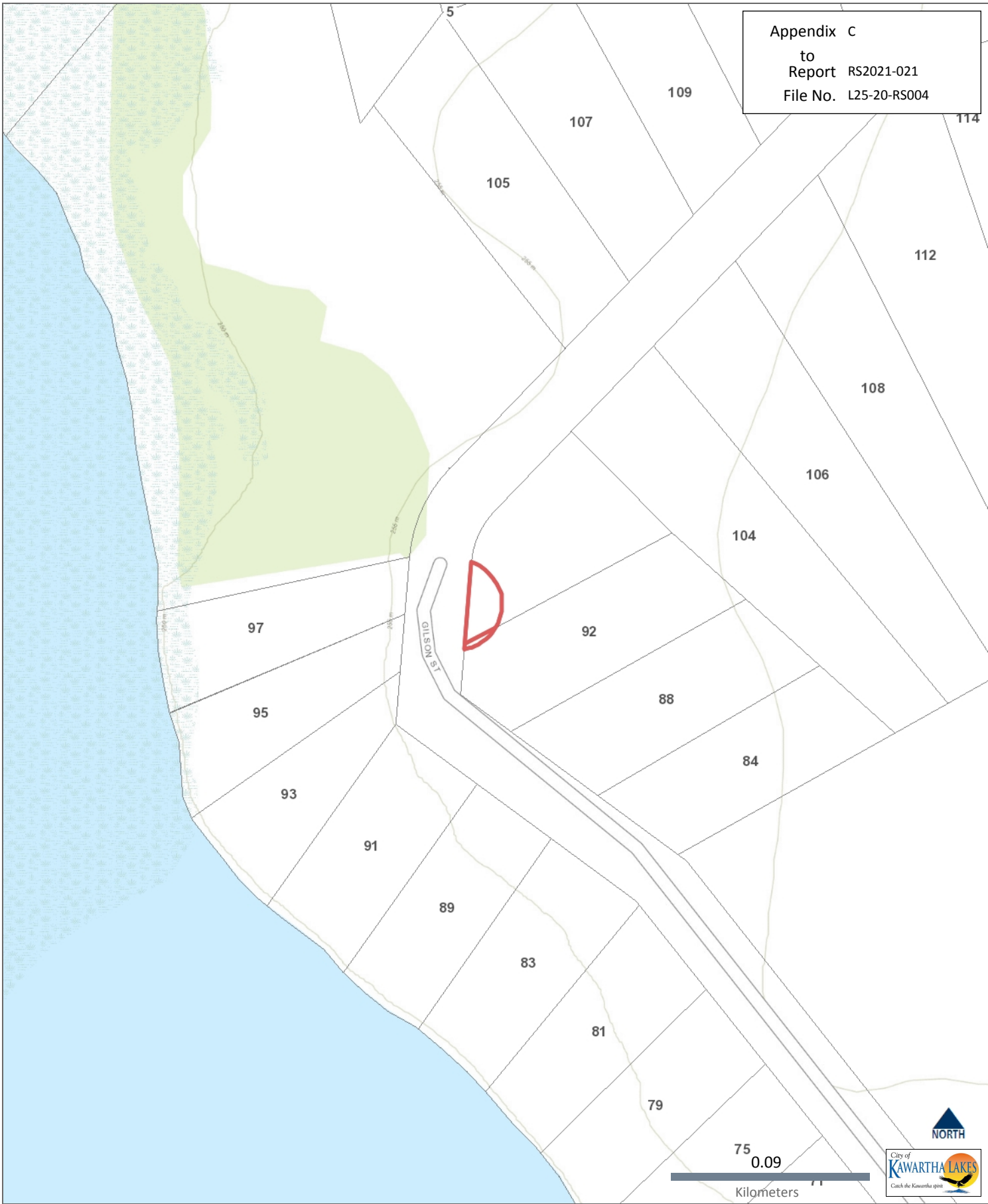
THIS MAP IS NOT TO BE USED FOR NAVIGATION  
© City Of Kawartha Lakes

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

Date:







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

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

Date:

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

### **By-law 2020-126**

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

#### **Recitals**

1. Subsection 31(4) of the Municipal Act, 2001 authorizes Council to assume unopened road allowances or road allowances shown on registered plans of subdivision for public use, by by-law.
2. Council now deems it desirable to assume Gilson Street and Wall Street, Plan 57M-764, Geographic Township of Mariposa, the Corporation of the City of Kawartha Lakes as public highways in the City of Kawartha Lakes.
3. Council now deems it desirable to assume the stormwater management pond, Plan 57M-764, Geographic Township of Mariposa, in the Corporation of the City of Kawartha Lakes.

**Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2020-126.**

#### **Section 1.00: Definitions and Interpretation**

##### **1.01 Definitions:** In this by-law,

**“City”, “City of Kawartha Lakes” or “Kawartha Lakes”** means The Corporation of the City of Kawartha Lakes.

**"City Clerk"** means the person appointed by Council to carry out the duties of the clerk described in section 228 of the Municipal Act, 2001;

**“Council” or “City Council”** means the municipal council for the City.

##### **1.02 Interpretation Rules:**

- (a) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

- 1.03 **Statutes:** References to laws in this by-law are meant to refer to the statutes, as amended from time to time, which are applicable within the Province of Ontario.
- 1.04 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

## **Section 2.00: Assumption of Services**

- 2.01 **Assumption:** The following highways are assumed by the City:
  - a) The road known as Gilson Street, Plan 57M-764, Geographic Township of Mariposa, City of Kawartha Lakes.
  - b) The road known as Wall Street, Plan 57M-764, Geographic Township of Mariposa, City of Kawartha Lakes.
- 2.02 **Assumption:** The following facilities are assumed by the City:
  - a) The stormwater management pond, Plan 57M-764, Geographic Township of Mariposa, City of Kawartha Lakes.

## **Section 3.00: Effective Date**

- 3.01 **Effective Date:** This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this 17 day of November, 2020.

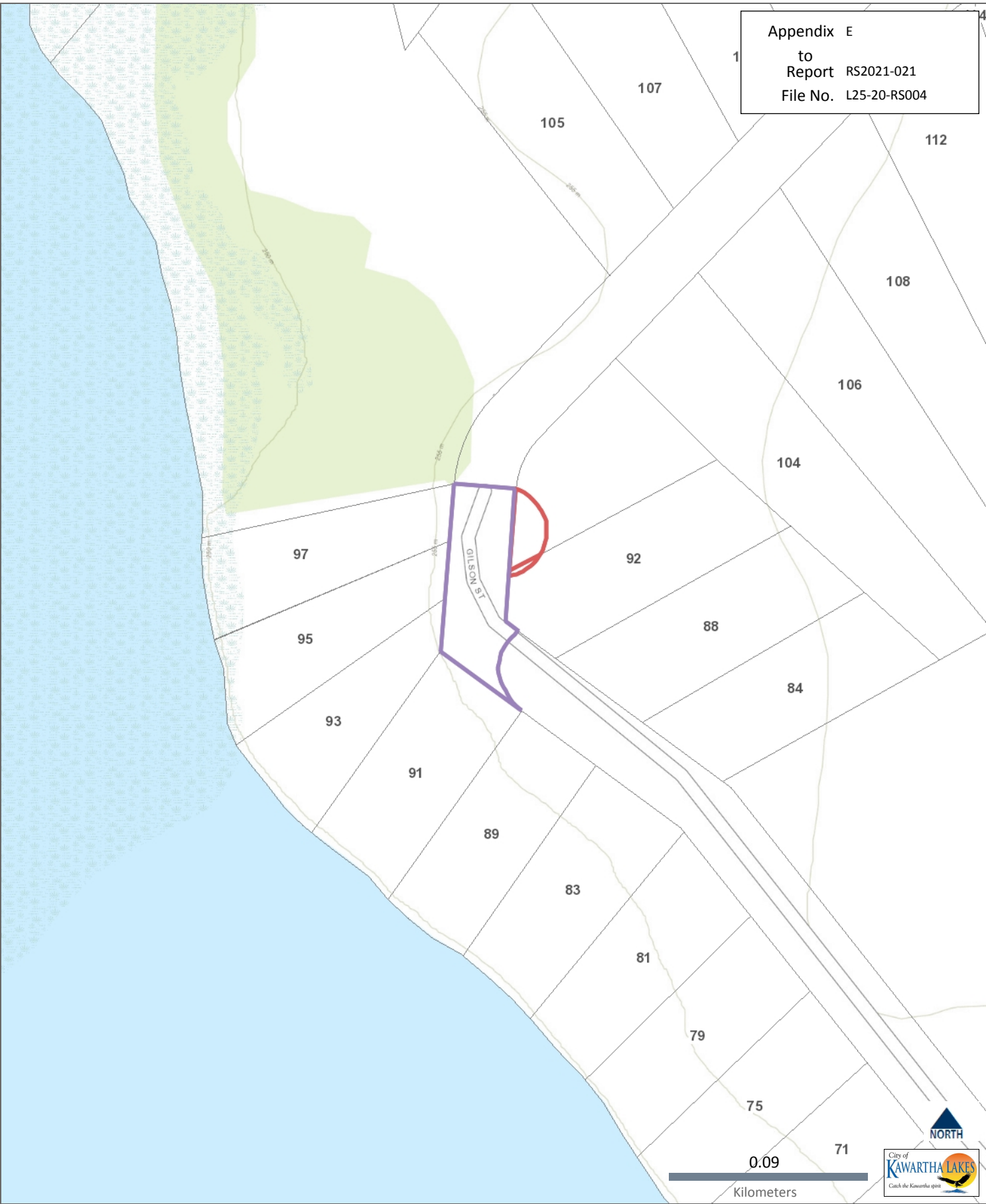
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Andy Letham, Mayor

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Cathie Ritchie, City Clerk





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

Date:





**The Corporation of the City of Kawartha Lakes**  
**By-Law 2021-**

**A By-law to Stop Up and Close Part of Gilson Street on Plan 343  
Except Part 2 on Plan 57R-929; Part of Lot 5, Concession A,  
being Part 1 57R-929; S/T R407182, R256369, R373813 &  
R373140, in the Geographic Township of Mariposa, City of  
Kawartha Lakes, designated as Parts 1 and 2 on Plan 57R-9063  
and to Authorize the Sale of Land to the Abutting Landowners**

**Recitals**

1. Pursuant to the Municipal Act, 2001, Council is empowered to stop up, close, and sell any part of a highway under its jurisdiction.
2. The land described in Schedule A forms part of Gilson Street and has been declared to be surplus to municipal needs.
3. It is desirable to stop up and close that part of the road allowance described in Schedule A and to authorize the sale of land to the abutting landowners.
4. The requirement to provide notice of City Council's intention to pass this by-law was waived by CR\_\_\_\_\_.
5. The proposed by-law came before Council for consideration at its regular meeting on the 15<sup>th</sup> day of June, 2021 at 1:00 p.m. and at that time no person objected to the proposed by-law, nor claimed that his land would be prejudicially affected.
6. The sale of this land was approved by Council on the 15<sup>th</sup> day of June, 2021 by the adoption of Report RS2021-021 by CR\_\_\_\_\_.

**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:**

(a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.

(b) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

**1.03 Statutes:** References to laws in this by-law are meant to refer to the statutes, as amended from time to time, which are applicable within the Province of Ontario.

**1.04 Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

**Section 2.00: Road Closure and Sale**

**2.01 Closure and Sale:** That part of the road allowance described in Schedule A attached to this by-law has been declared to be surplus to municipal needs and is hereby stopped up, closed, and authorized to be sold to the abutting landowners for nominal consideration, plus HST, if applicable, plus the costs of the reference plan, advertising, registrations, City staff time expense, legal fees and disbursements, and any other costs incurred by the City in connection to this transaction.

**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 and has been deposited on title in the Registry Office for the Registry Division of Victoria (No. 57).

By-law read a first, second and third time, and finally passed, this 15<sup>th</sup> day of June, 2021.

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Andy Letham, Mayor

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Cathie Ritchie, City Clerk

## **Schedule A**

### **Description of Land to be Stopped Up, Closed, and Conveyed to the Abutting Landowners**

Part of Gilson Street on Plan 343 Except Part 2 on Plan 57R-929; Part of Lot 5, Concession A, being Part 1 57R-929; S/T R407182, R256369, R373813 & R373140, in the Geographic Township of Mariposa, City of Kawartha Lakes, designated as Parts 1 and 2 on Plan 57R-9063

**The Corporation of the City of Kawartha Lakes**  
**By-Law 2021-**

**A By-law to Deem Part of a Plan of Subdivision, Previously  
Registered for Lands Within the City of Kawartha Lakes, Not to  
be a Registered Plan of Subdivision in Accordance with the  
Planning Act, Described as Parcel 9-1, Section 57M764; Lot 9 on  
Plan 57M764, in the Geographic Township of Mariposa, City of  
Kawartha Lakes, being PIN: 63195-0134 (LT)**

File L25-20-RS004, Report RS2021-021, respecting Lot 9 on Plan 57M764  
(Gilson Street, Little Britain)

**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 Subsections 50(3) of the Planning Act, R.S.O. 1990, c.P.13.
2. Council has been requested to pass a deeming By-Law for the land described in section 2.01 in order to ensure that the portion of road allowance to be purchased by the property owner merges with the subject property.
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 of the land described in Section 2.01.
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: 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: Details**

- 2.01 **Property Affected:** The Property affected by this By-Law is legally described as Parcel 9-1, Section 57M764; Lot 9 on Plan 57M764, in the Geographic Township of Mariposa, City of Kawartha Lakes, being PIN: 63195-0134 (LT).
- 2.02 **Deeming Provision:** The Property is deemed not to be part of a Registered Plan of Subdivision for the purposes of Subsection 50(3) of the Planning Act, R.S.O. 1990, c.P.13.

## **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, 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 15<sup>th</sup> day of June, 2021.

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Andy Letham, Mayor

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Cathie Ritchie, City Clerk

# The Corporation of the City of Kawartha Lakes

## By-Law 2021-

**A By-law to Deem Part of a Plan of Subdivision, Previously Registered for Lands Within the City of Kawartha Lakes, Not to be a Registered Plan of Subdivision in Accordance with the Planning Act, Described as Parcel 10-1, Section 57M764; Lot 10 on Plan 57M764; Subject to an Easement in Gross over Part 9 on Plan 57R-9777 as in KL45996, in the Geographic Township of Mariposa, City of Kawartha Lakes, being PIN: 63195-0133 (LT)**

File L25-20-RS004, Report RS2021-021, respecting 92 Gilson Street, Little Britain

### 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 Subsections 50(3) of the Planning Act, R.S.O. 1990, c.P.13.
2. Council has been requested to pass a deeming By-Law for the land described in section 2.01 in order to ensure that the portion of road allowance to be purchased by the property owner merges with the subject property.
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 of the land described in Section 2.01.
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: 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, which are applicable within the Province of Ontario.
- 1.04 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

## **Section 2.00: Details**

- 2.01 **Property Affected:** The Property affected by this By-Law is legally described as Parcel 10-1, Section 57M764; Lot 10 on Plan 57M764; Subject to an Easement in Gross over Part 9 on Plan 57R-9777 as in KL45996, in the Geographic Township of Mariposa, City of Kawartha Lakes, being PIN: 63195-0133 (LT).
- 2.02 **Deeming Provision:** The Property is deemed not to be part of a Registered Plan of Subdivision for the purposes of Subsection 50(3) of the Planning Act, R.S.O. 1990, c.P.13.

## **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, 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 15<sup>th</sup> day of June, 2021.

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Andy Letham, Mayor

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Cathie Ritchie, City Clerk

## Council Report

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**Report Number:** MLE2021-007  
**Meeting Date:** June 15, 2021  
**Title:** Parking Meter Removal – Bobcaygeon  
**Description:** Supplemental report to ML2021-003  
**Author and Title:** Aaron Sloan, Manager

---

### Recommendation(s):

**That** Report MLE2021-007, **Parking Meter Removal – Bobcaygeon**, be received;  
and,

**That** staff proceed with the removal of the parking meters in Bobcaygeon

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

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

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

## Background:

At the Council Meeting of March 9, 2021, Council adopted the following resolution:

### 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;

**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; and

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

Carried

This report addresses the resolution.

## Rationale:

On March 16, 2021, staff sent letters to the Bobcaygeon and Area Chamber of Commerce, local businesses and residents within the area detailed in the map below.





The notification letters were sent to 15 individual locations including the Bobcaygeon Chamber of Commerce. The letters provided notice regarding the proposed removal of the parking meters, Council resolution CW2021-060 and requested comments back to staff. The letter template is attached to this report as Appendix A.

Responses to the notification letter are attached in Appendix B

## **Summary of the Responses**

In review of the responses and comments, staff have noted that one stakeholder wished to provide some history. Bobcaygeon has seen meter use since the 1970's when the 1<sup>st</sup> parking meters were installed. The meters were initially installed not to generate revenue but to be used more to manage traffic and promote parking space turnover. In the 90s many of the meters were removed in the downtown area leaving the remaining meters that have now been utilized past their end of life cycle.

On May 6, 2021, Staff attended a virtual meeting in Bobcaygeon to discuss to discuss the downtown parking and in part the removal of the meters. Comments received included requests to standardize the permitted times with signage and increased peak time enforcement and consider the possibility of pay and display parking. Staff noted that many of these issues are included in a future report to Council.

Following the meeting and the extended period to receive comments staff are of the opinion that the removal of the meters can proceed. The removal of these remaining parking meters will standardize on street parking in all areas of the municipality.

## **Next Steps**

Staff will proceed with the removal of the meters. Some coordination will be needed to allow Public Works and Municipal Law Enforcement staff to plan and align the necessary resources to complete the removal. Once the meters are removed, they will be disposed of as scrap or surplus and any funds received will be used to offset the cost of removal.

## **Other Alternatives Considered:**

No other alternatives considered.

## **Alignment to Strategic Priorities**

Staff are committed to operating in an open, accessible and transparent manner, which has allowed the writer to ask a question, consult with Council and area stakeholders. Removing these aged parking meters aligns with the principles of **Good Government**

and how we manage municipal assets, supporting infrastructure while creating an efficiency by further harmonizing the parking assets and “making it better” city wide.

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

As discussed in Report ML2021-003 the removal of the meters and the installation of timed parking signs will cost approximately \$300.00 per unit or \$2,700.00. This one-time cost will include removal of the meter and post, patching of the hole in the sidewalk and installation of signs that indicate, “2 hrs timed parking area”.

### **Consultations:**

Manager - Public Works, Roads

### **Attachments:**

Appendix A – Parking meter removal notification



MLE2021-007  
Appendix A.pdf

Appendix B – Correspondence received



MLE2021-007  
Appendix B.pdf



MLE2021-007  
Appendix B1.pdf

Appendix C – Report ML2021-003



ML2021-003  
Parking Meters - Boi

**Department Head email: [critchie@kawarthalakes.ca](mailto:critchie@kawarthalakes.ca)**

**Department Head: Cathie Ritchie**



The Corporation of the  
**City of Kawartha Lakes**  
**Municipal Law Enforcement & Licensing**  
**37 Lindsay Street South**  
Lindsay, Ontario  
K9V 2L9  
Tel: (705) 324-9411 ext. 1223  
Or 1 888-822-2225  
Fax: (705) 324-8619  
esloan@kawarthalakes.ca

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**Aaron Sloan MLEO(c), CPSO, CMMIII** - *Manager of Municipal Law Enforcement*

March 16, 2021

To whom it may concern,

Re. Parking Meters in Bobcaygeon

On March 9, 2021, City of Kawartha Lakes Council received report ML2021-003 regarding the remaining parking meters in Bobcaygeon. You are receiving this letter because you reside or have a business in the area of the on-street parking meters.

Resolutions from ML2021-003 include the following:

**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;

**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.

Please consider this letter your notification of the City's intention to remove the on-street parking meters in May 2021 and an invitation to provide comments directly to me. If you choose to respond with comment or concern please consider the contact information above.

Yours truly,

---

Aaron Sloan, CPSO, MLEOC, CMMIII  
Manager of Municipal Law Enforcement and Licensing  
City of Kawartha Lakes

Hello Aaron:

Thank you for the opportunity to express our feelings regarding the parking situation in Bobcaygeon. My name is Dave Poole. Our family have owned businesses in Bobcaygeon for over 73 years.

Our current commercial properties include Buckeye Surf Store and Buckeye Centre Motel on the island across from the Bobcaygeon locks, Stonyhurst Motel across the river on Main St. and Kawartha Lifestyle Stores located on Bolton St.

In the early 70s, parking meters were installed by the village not to generate revenue but more to move traffic in the summer months. The proceeds of those meters provided revenue for the village to purchase more off street parking lots in which they did. In the late 90s, after amalgamation, the city opted to remove the meters at the request of some business owners citing it as an inconvenience to customers. Some of the business owners objected at the time feeling we needed the revenue to buy more parking lots for the village as it grew. These meters have been there for many years moving traffic along until recently where their condition has deteriorated with little to no effort on the part of the city to manage or maintain them! The fact that the city reported that they weren't profitable has a lot to do with both their condition and lack of patrolling! As a concerned business owner, I have attended all three parking meetings recently held by the city and have come away with many concerns regarding the study and consultants recommendations.

First, when asked what times of year the consultants conducted their parking study, we were told February, May, August and October. I know these studies were conducted in Bobcaygeon, Fenelon Falls and Lindsay, but i question why they would even bother with tourist towns in the three shoulder seasons. Those time periods are not at all significant!

Recently, we learned that we will be losing an additional 13 spaces on Canal St when reconstruction was completed! This will apply even greater pressure on our available parking inventory during the summer! Also, the available parking inventory that was reported at the parking meeting I attended was inaccurate and impractical from a users' needs being too far away from the stores. We questioned these findings at the meeting, but to no avail.

As a business owner, I was pretty disappointed in the consultant's findings as they were irrelevant to the needs of our community not to mention that you paid them over \$ 125,000 between the three towns.

One of the biggest problems in our town, is the issue of some business owners encouraging their employees to park on city street parking and discouraging their staff from parking on their own property. This is one of the primary reasons that accessible parking is in short supply in Bobcaygeon

We strongly disagree that paying for parking is a deterrent to shopping in our town!  
The real deterrent is not being to find a space that is nearby!  
In our opinion, people expect to pay for parking if it is accessible to their needs!  
When properly monitored, this would reduce the possibility of abusing the available parking spaces.  
There are several other issues that I could elaborate on and would be happy to do so if requested.

In short, I don't understand why the city is so willing to give up the potential revenue generated by parking fees. However, if the city doesn't want to do this let Bobcaygeon have the opportunity to establish its own Parking Authority to manage and maintain our parking with the understanding that we keep the revenue for future community investments such as parking lots.

Otherwise, PLEASE INCLUDE PAY DISPLAY PARKING FOR BOBCAYGEON IN THE IMMEDIATE FUTURE as we are in an imminent need for more parking inventory and management.

Respectfully: Dave Poole  
Buckeye Sports Ltd. Bobcaygeon ON

**From:** Manager Chamber  
**Sent:** Thursday, April 1, 2021 12:51 PM  
**To:** Aaron Sloan <[esloan@kawarthalakes.ca](mailto:esloan@kawarthalakes.ca)>  
**Subject:** Re: Letter concerning parking meters in Bobcaygeon

Thanks Aaron!

Denise Benning-Reid  
*Chamber Manager*  
*Bobcaygeon & Area Chamber of Commerce*  
[manager.chamber@bobcaygeon.org](mailto:manager.chamber@bobcaygeon.org)  
*Office: 705-738-2202*

On Thu, 1 Apr 2021 at 12:30, Aaron Sloan <[esloan@kawarthalakes.ca](mailto:esloan@kawarthalakes.ca)> wrote:

Hello,

Please find attached correspondence regarding the removal of parking meters in Bobcaygeon. I am available to receive any comments or concerns that you may have.

Kind regards,

**Aaron Sloan**

Manager, Municipal Law Enforcement and Licensing

City of Kawartha Lakes

705-324-9411 ext. 1223

[www.kawarthalakes.ca](http://www.kawarthalakes.ca)



Please consider the environment before printing this email.

## Committee of the Whole Report

---

**Report Number:** ML2021-003

**Meeting Date:** March 9, 2021

**Title:** Parking Meters - Bobcaygeon

**Author and Title:** Aaron Sloan, Manager

---

### Recommendation(s):

**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;

**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; and

**That** this recommendation be brought forward to Council at the next regular Council meeting.

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

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

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

## Background:

In 2015, staff reported to Council regarding parking meters in Lindsay. At the time, Lindsay had parking meters for individual parking spots located in the Lindsay Downtown core area. A parking study was completed and recommendations brought to Council. The report was received and staff were directed to develop a no-charge parking system for downtown Lindsay. The on-street paid parking meters in Lindsay were subsequently removed. Bobcaygeon is the last location in the City of Kawartha Lakes that has parking meters.

As a result, in 2015, parking enforcement services changed operations to monitor/control timed parking and complaint response. These processes are currently applied to all communities in the City of Kawartha Lakes.

## Rationale:

In Bobcaygeon, the downtown core area is a mix of free timed parking (in municipal lots and on the streets) and parking meters. Currently, Bobcaygeon has 9 meters located on the center islands adjacent to the locks and north towards the last bridge.



A standard for timed parking is common in many communities in the City of Kawartha Lakes and staff have changed equipment and processes to support a timed parking standard. As a result, timed parking and complaint response have become the standard to control the on street parking in the City of Kawartha Lakes, including Bobcaygeon.

The nine remaining meters in Bobcaygeon were purchased from J.J. Mackay in the early 2000's and have been in active service since. These meters are past their end of life, parts - internal components are obsolete and becoming difficult to acquire. Future repairs will require the purchase of new meters; the manufacturer has upgraded the electronics and changed the exterior case design for parking meters.

Staff in the Municipal Law Enforcement Division maintain the meters and have done so in the past a few times a year or when issues are reported. Meter revenue is generally less than \$1000 per year.

## **Options**

Option One – Council direct Staff to notify the area stakeholders including the Chamber of Commerce of the intention to remove the meters in May 2021. Staff will allow 30 days for comments to be received and report to Council. Staff is proposing that the removal of the meters will result in a parking enforcement standard that is consistent across the municipality and costs associated with maintenance and coin collection will be eliminated. This option is recommended.

Option Two – Council may choose to direct staff to complete the immediate removal of the meters without formal notification to the impacted area residents, businesses and the Chamber of Commerce. This option will allow staff to proceed with coordinating the immediate removal of the meters with Public Works.

Option Three – Council could direct staff to maintain on-street parking meters in Bobcaygeon. This option is not recommended as this approach is not consistent with all other parking in the City, and does not achieve better parking enforcement.

## **Other Alternatives Considered:**

Staff considered replacement and repair of the existing meters. This revitalization would enhance the meters as part of the streetscape and provide a mechanical timing mechanism to control parking in this limited area. Repairing and replacement costs are estimated to be approximately \$1,000.00 per meter or \$9,000.00. A replacement RFP would need to be completed, which may generate additional contract costs, which are unknown at this time.



## **Alignment to Strategic Priorities**

Providing this report to Council and information out to the public done so to align with the Guiding Principles of the 2020-2023 Kawartha Lakes Strategic Plan which are to be fiscally responsible and to be open and transparent.

### **A Vibrant and Growing Economy**

1. Create an environment to attract business to Kawartha Lakes
  - Support downtown revitalization to ensure our communities have a strong core

### **Good Government**

2. Increase efficiency and effectiveness of service delivery
  - Promote continuous improvement to Make It Better in all service areas

## **Financial/Operation Impacts:**

Removal of the meters and installation of timed parking signs will cost approximately \$300.00 per unit or \$2,700.00. This one-time cost will include removal of the meter and post, patching of the hole in the sidewalk and installation of signs that indicate, "2 hrs timed parking area".

## **Consultations:**

Public Works  
Insurance Risk Management Coordinator

**Department Head email: [rtaylor@kawarthalakes.ca](mailto:rtaylor@kawarthalakes.ca)**

**Department Head: Ron Taylor, CAO**

## Council Report

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**Report Number:** CS2021-005

**Meeting Date:** June 15, 2021

**Title:** Release of Fenelon Falls Legacy C.H.E.S.T. Funds

**Author and Title:** LeAnn Donnelly, Executive Assistant, Community Services

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### Recommendation(s):

**That** Report CS2021-005, Release of Fenelon Falls Legacy C.H.E.S.T. Funds, be received;

**That;** Fenelon Falls & District Chamber of Commerce be approved for funding in the amount of \$8,000.00 with the allocation to come from the Fenelon Falls Legacy C.H.E.S.T. Reserve (3.24350).

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

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

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

## **Background:**

A grant application for the disposition of Fenelon Falls residual C.H.E.S.T. funding has been received by Community Services Administration on behalf of community interests. The local Councillor is supportive of this request. Total funding requested is \$8,000.00. As per the last financial update received from Treasury dated January – March 2021 there is \$96,834.37 of residual funding available for distribution.

Residual fund distributions are treated in the same manner, and subject to the same criteria as the ongoing C.H.E.S.T. funding programs in Lindsay and Bobcaygeon. The distribution of these funds is also subject to requirement for a full reconciliation of costs at the end of the project.

This report is brought forward to Council to approve the release of funds from the Fenelon Falls C.H.E.S.T. Fund Reserve (3.24350). The application and review comments are summarized below.

## **Rational:**

Through the Fenelon Falls & District Chamber of Commerce the Village Improvement Committee was formed to promote the village of Fenelon Falls by beautifying public spaces for local residents, seasonal residents and visitors to enjoy. Through cooperation with the Fenelon Falls Horticultural Society the Village Improvement Committee is responsible for the daily watering, fertilizing, and caring of hanging baskets, bridge planters, and large street side planters.

In order to facilitate the watering of these plants a garden tractor with the ability to haul a water tank and trailer is required. Watering takes place seven days a week from early June to early October (weather permitting). The tractor previously used by the Village Improvement Committee is no longer able to be repaired. To keep costs low the Committee searched for a second hand tractor that could hold the weight of the water tank and fit through the pedestrian walkway over the bridge in Fenelon Falls. Through the Fenelon Falls & District Chamber of Commerce the Village Improvement Committee is requesting \$8,000.00 to purchase a used tractor.

## **Other Alternatives Considered:**

This report is brought to Council at the request of the Ward Councillor in keeping with the established policy for disposition of residual C.H.E.S.T. funds in the absence of a community committee. No alternative has been considered.

## **Alignment to Strategic Priorities**

The recommendations in this report align with the following strategic priority within 2020-2023 Kawartha Lakes Strategic Plan:

An Exceptional Quality of Life – enhancing community areas and encouraging social and healthy interactions.

A Vibrant and Growing Economy – supporting downtown areas to ensure our communities have a strong core.

Good Government – working collaboratively with local groups to foster teamwork within our communities.

## **Financial/Operation Impacts:**

The Fenelon Falls Legacy C.H.E.S.T. Fund has residual funds remaining in the amount of \$96,567.99. Resolution CR2021-237 was passed by Council at the May 18, 2021 Council meeting granting \$5,000.00 to Kawartha Works Community Co-operative. Therefore, with the approval of that grant and the recommendation outlined within this report if approved a balance of \$83,567.99 remains for further distribution.

## **Servicing Implications:**

There are no servicing implications as a result of this report.

## **Consultations:**

Councillor Ward 3

Treasury

## **Attachments:**

N/A

**Department Head email:** [cshanks@kawarthalakes.ca](mailto:cshanks@kawarthalakes.ca)

**Department Head:** Craig Shanks, Director of Community Services

## Council Report

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<b>Report Number:</b>	<b>PRC2021-005</b>
<b>Meeting Date:</b>	June 15, 2021
<b>Title:</b>	<b>ICIP: COVID-19 Resilience Infrastructure Stream Funding Update</b>
<b>Description:</b>	Update on municipal request through the cost-shared infrastructure funding program.
<b>Author and Title:</b>	Jenn Johnson, Manager, Parks, Recreation and Culture

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### Recommendation(s):

**That** Report PRC2021-005, **ICIP: COVID-19 Resilience Infrastructure Stream Funding Update**, be received;

**That** a capital project entitled "Victoria Park Armoury HVAC - ICIP", as described in Report PRC2021-005, be created (9502105) with an authorized expenditure of \$40,000;

**That** a capital project entitled "Replacement and Enhancement of Parks Infrastructure – ICIP" be created (9502106) with three sub-projects entitled "Playgrounds – Garnet Graham Park and Victoria Road Park", "Janetville Ball Park Sport Court" and "Lindsay Trail System – Wilson Fields Area", as described in Report PRC2021-005, with authorized expenditures of \$221,518, \$30,760 and \$180,000, respectively;

**That** the Lindsay Trail System – Wilson Fields Area project be 45% financed by the Parks and Recreation account of the Development Charges Reserve Fund and 55% financed by the ICIP grant, where it is understood that, for the purposes of Section 5(2) of the Development Charges Act and Section 6 of O. Reg. 82/98, the grant is intended to support only the portion of the project deemed to benefit existing development;

**That** the other foregoing projects be financed entirely by the ICIP grant; and

**That** the Mayor and City Clerk be authorized to execute any agreements necessary for securing the ICIP grant.

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

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

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



## **Background:**

In March 2021 staff prepared and submitted an application, identifying five projects, to the Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake. This program is a cost-sharing infrastructure funding program between the federal government, provinces and territories, and ultimate recipients.

This report provides an update on the funding application.

## **Rationale:**

The funding program had four categories with multiple asset types to select from. Staff chose to apply via Category 1: Retrofits, Repairs and Upgrades and Category 3: Active Transportation Infrastructure. Details of the submission are listed below:

### Category 1 – Victoria Park Armoury HVAC Upgrade

Design and installation of a new air conditioning system for the second floor of the historic building. This section of the Victoria Park Armoury is predominately used by the local senior's association. Updating the system will improve the air circulation as well as the overall comfort and usability of the space now and into the future. Funding request amount: \$40,000 (full program funding)

### Category 3 – Replacement and Expansion of Park Infrastructure (multiple locations)

#### Playground Structure Replacement – Garnet Graham Park, Victoria Road Park

Design and install new playground structure, keeping accessibility at the forefront, to enhance outdoor experiences in multiple communities. Provides an opportunity to grow one's creativity and imagination while being physically active and at no cost to the child/family. Funding request amount: \$221,518 (full program funding)

#### Sport Court Installation – Janetville/Terry Staples Ball Park

Design and install new sport court to support community activity and add to the current park amenities. This new multi-purpose hard surface sport court will be accessible to all. Funding request amount: \$30,760 (full program funding)



### Trail Development – Wilson Fields

Design and construct a new trail through and around Wilson Fields West. This multi-use, accessible system will connect to existing sidewalks and trails on three sides of the property. Also, an interior system will link the parking lot, athletic fields/diamonds, washroom building and playground structure for ease of movement within the park. This trail system forms part of the overall plan of trail connectivity throughout Lindsay. Funding request amount: \$99,000 (partial funding request, CKL Development Charges Reserve funds to support the remainder of the project - \$81,000)

The Garnet Graham Park playground structure, Janetville Park sport court, and Victoria Park Armoury HVAC improvement projects were included in the Forecasted 2021 Capital Projects Deferred to 2022 Budget Consideration. The Victoria Road Park playground structure and Wilson Fields trail system were projects anticipated to be requested through the 2022 Capital Budget program.

Confirmation was received in May 2021 that the submission was successful and that Kawartha Lakes would be receiving full funding in the amount of \$391,279. Key terms and conditions of the funding program include:

- Completion of the Transfer Payment Agreement (TPA)
- Projects must start construction before September 20, 2021 and must be completed by December 31, 2021
- Ongoing reporting on the project(s)

Staff are prepared to meet these requirements.

### **Other Alternatives Considered:**

No other alternatives are being recommended at this time.

### **Alignment to Strategic Priorities**

The recommendations in this report align with the following strategic priority within 2020-2023 Kawartha Lakes Strategic Plan:

An Exceptional Quality of Life – enhancing community areas and encouraging social and healthy interactions.

A Vibrant and Growing Economy – increase efficiency and effectiveness of service delivery by leveraging funding

Good Government – working collaboratively with local groups to foster teamwork within our communities.

**Financial/Operation Impacts:**

While this report recommends adding \$472,278 worth of capital projects to the 2021 Tax-Supported Capital Budget, of that amount \$81,000 is financed by the Development Charges Reserve Fund and the balance is financed by the ICIP grant. Therefore, the recommendations herein entail a minimal demand on the Development Charges Reserve Fund and no tax levy impact.

**Consultations:**

Treasury

Manager, Corporate Assets

**Attachments:**

NA

**Department Head email:** [cshanks@kawarthalakes.ca](mailto:cshanks@kawarthalakes.ca)

**Department Head:** Craig Shanks, Director of Community Services

**Department File:**

## Council Report

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**Report Number:** CORP 2021-011  
**Meeting Date:** June 15, 2021  
**Title:** 2020 Surplus Disposition Report  
**Description:** 2020 Audit Results  
**Author and Title:** Carolyn Daynes, Treasurer

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### Recommendation(s):

**That** Report 2021-011, 2020 Surplus Disposition Report, be received;

**That** the financial statements for 2020 be approved as circulated; and

**That** Council authorize the transfer of the 2020 Surplus as follows:

- The Winter Control surplus of \$1,000,000 be transferred to the General Contingency Reserve committed to Winter Control; and
- The Workman's Safety and Insurance Board (WSIB) claims surplus of \$300,000 be transferred to the General Contingency Reserve committed to WSIB; and
- That the remainder of the 2020 Surplus of \$3,294,454 be transferred to the Asset Management Reserve (formerly the Capital Reserve).

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

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

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

## Background:

This report provides Council with an update on the final 2020 financial position. The audited financial statements are included in this report as Attachment A. The 2020 year end and the final (Surplus) Deficit position is as follows:

	<b>(Surplus)Deficit</b>	<b>Transfer to Reserve</b>	<b>(Surplus) Deficit</b>
General Rated Tax (Surplus)	\$ (4,594,454)	\$ -	\$ (4,594,454)
Area Rated Tax (Surplus) Deficit	\$ (646,144)	\$ 723,877	\$ 77,733
Water and Sewer (Surplus)	\$ (835,785)	\$ 835,785	\$ -
KLHHC (Surplus)	\$ (155,787)	\$ -	\$ (155,787)
<b>Overall (Surplus) Deficit</b>	<b>\$(6,232,170)</b>	<b>\$1,559,662</b>	<b>\$(4,672,508)</b>

The City, prior to reserve transfers, has a 2020 surplus of \$6,232,170. The COVID19 pandemic has greatly affected many actual 2020 revenue and expenditures. Council will recall that the focus for the first six months of the pandemic was cost reduction. Staff went through an exercise of looking at cash flow and ensuring that there was enough money to pay base operating expenses and manage a reduced capital program, due to delays around government shutdowns. The City was facing the shutdown of many revenue generating programs and an initial estimate of revenue loss was in excess of \$3 Million. Cash flow management was key in trying to recover the projected revenue loss and break even at the end of the year. During this time there was no indication from the Provincial or Federal Government that any pandemic grants were available for the municipal sector, with the exception of Human Services. It was not until mid-August 2020 that the Municipality was informed of Phase 1 of the Safe Restart Program.

The 2020 surplus can be compared to a surplus in the 2019 year of \$4,917,815. The surplus, in the case of Area rates and Water and Sewer, is dealt with prior to year-end and reserve transfers are made to the various reserves, prior to audit. The majority of the remaining deficit in the Area Rate will be raised in Tax Levy in 2021. Council resolved, in prior years, that surpluses in Area Rate and Water and Wastewater will be transferred to reserves and any deficits will be funded from these same reserves.

## Rationale:

### General Rated Tax Surplus:

The net surplus of \$4,594,454 was primarily attributable to the tight cash flow management in the first six months of the pandemic. The focus for the first 6 months of the year was to concentrate on essential expenses only in all departments. The surplus can be attributed to the following areas in the City's budget:

Description	Budget 2020	Actual 2020	(Surplus)Deficit Variance
Supplementary Taxes	\$ (600,000)	\$ (701,763)	\$(101,763)
Overall User Revenue	(14,151,133)	(12,801,023)	1,350,110
Pandemic Expenses	-	605,567	605,567
Overall Training	605,167	232,618	(372,549)
Overall Utilities	3,931,995	3,005,783	(926,212)
Overall Vehicle Fuel	\$2,053,803	1,677,655	(376,148)
Pandemic Wage costs	2,521,492	-	(2,521,492)
Cemetery Administration	232,250	85,512	(146,738)
Ontario Works Administration	2,014,462	1,622,990	(391,472)
Roads City Wide	4,206,753	3,223,353	(983,400)
Winter Control	9,467,654	8,437,621	(1,030,033)
Miscellaneous Items	-	299,676	299,676
<b>Total Surplus</b>	<b>\$ 10,282,443</b>	<b>\$5,687,989</b>	<b>\$(4,594,454)</b>

## **Supplementary Taxes**

This budget line is very difficult to predict. A budget amount of \$600,000 has been included for a number of years for this line item. The actual amount raised in supplemental taxes for 2020 was \$701,763 compared to the 2019 amount of \$987,477. This would be a factor of the pandemic due to government shutdowns during periods of the year. The actual supplemental taxes earned since 2017 is as follows:

2020	\$ 701,763
2019	\$ 987,477
2018	\$1,034,056
2017	\$ 605,288

## **Overall User Fee Revenue**

The pandemic affected user fee revenue especially in Community Services programs, Provincial Offences Revenue, Library Revenues, Transit fees, Tax and Utility Administration Fees and Parking fees. The total lost revenue for the year for these areas was approximately \$2.8 Million.

However, there were areas that had increased revenues that offset the loss above. Paramedics were funded through the Ross Memorial Hospital for the Community Paramedicine Program that Council initially funded in 2019. The landfill tipping fees were actually over budget by approximately \$130,000 due primarily to fees realized at the Somerville Landfill. The Coboconk school house demolition increased tipping fees in that landfill by over \$250,000. Other areas that came in over budget in the revenue area were Cemetery fees, scrap metal sales, Fire recoveries, Fenelon Powerlinks new contract revenue and Engineering development fees.

At the end of the year the user revenue total was only \$1,350,000 under budget.

## **Pandemic Expenses**

Once the pandemic emergency was declared, Finance Staff set up a separate business unit to track all pandemic costs outside of wages. This would include technology related items, cleaning supplies, personal protective equipment, extra cleaning contracts and building maintenance and repair expenses. This would not include any expenses that were covered specifically by a grant for Human Services, Paramedics or Victoria Manor. Those were tracked separately and for the most part funded by COVID19 specific grants. The total remaining expenses totalled \$605,567 and were not

included in the 2020 operating budget. It should be noted that the expenses above do not include employee related pandemic costs (ie. Cost of staff staying home due to illness, quarantine, etc) These are spread out through the departments and are tracked by a separate pay code.

### **Overall Training**

Training, overall for the City, is much lower than budget. This is a direct result of the pandemic as various conferences and meetings that Staff would normally attend were done virtually through webinars. The cost of the conferences was still incurred but there was reduced costs for travel and accommodation. As well some training sessions in the first part of 2020 were cancelled.

### **Overall Utilities**

City buildings were not all open during the pandemic. At the beginning of the pandemic there were very few buildings open to staff or to the public. As the City moved through the summer more buildings were open but then closed again at the end of the year. The utilities would therefore be expected to be significantly under budget as gas, hydro and water would not be utilized to the same extent as the previous year. In addition, the Provincial government reduced the hydro rates in 2020 and this would have an impact on costs. The utility area resulted in reduced expenditures of approximately \$930,000.

### **Overall Vehicle Fuel**

The pandemic lockdowns created an under budget result in vehicle fuel. The initial lockdown saw most vehicles, except essential service vehicles, grounded and not in use. This resulted in a surplus of approximately \$380,000.

### **Pandemic Wage Costs**

When the pandemic hit some services were decreased in the Community Services area which resulted in short term layoffs for staff. In addition, some staff voluntarily chose to take a leave during the pandemic shutdown. As well, a decision was made not to hire students for the summer which further reduced wage costs. And finally all hiring of new staff, included in the budget or replacing a current vacant position, were delayed after the emergency announcement, with the exception of those that were deemed essential. All these total to approximately \$2.5 Million of wage expenses, including reduced benefits, that were in the 2020 budget but were not spent due to the pandemic. It should be highlighted that this does not include employee related

pandemic costs (ie. Cost of staff staying home due to illness, quarantine, etc), similar to the statement included with overall pandemic costs.

### **Cemetery – Administration**

This entire area was under budget by almost \$150,000 in 2020. The reason behind the reduced costs is the departure of the Cemetery administrator in early 2020 and a delay in posting and filling of this position due to the pandemic. The Cemetery administration was handled by various other staff until the position could be filled. Overall the cemetery area performed well with revenues coming in over budget.

### **Ontario Works Administration**

The administration area of Ontario Works had reduced expenses of approximately \$400,000 due to the pandemic. There were reduced wages as staff had retired or were on leaves and there were no replacements hired. In addition, overall regular office expenses were reduced during the pandemic as staff were working from home. And finally there was a reduced demand for clients with regard to Employment Support.

### **Roads City Wide**

This is an area of the Public Works budget where various items that are considered common to all areas of the City are included. This would include shoulder rehabilitation, roadside protection, line and symbol painting to name a few. This area was under budget by approximately \$1,000,000. As noted earlier in the report, at the beginning of the pandemic in the Spring of 2020, all departments were asked to indicate areas where costs could be reduced in order to offset the overall projected revenue loss of the City as a whole. This area was a primary focus of the Public Works reductions. In total, Public Works reduced this area by approximately \$600,000. This included reductions in all areas but the larger reductions were in ditching, sweeping and roadside protection. The further \$400,000 was realized through activities that could not be completed due to the pandemic shutdowns and stay at home orders.

### **Winter Control**

In 2020 the City experienced a much milder winter. The total average number of winter events in 2020 were 42 compared to 2019 where there were 56. This led to a reduction in costs and an under budget position of over \$1,000,000 at the end of the year. One of the resolutions above is to transfer this surplus into the Contingency Reserve, committed to Winter Control. This is greatly needed to offset the volatility and unknown weather patterns from year to year.



The history of Winter control expenditures over the past 5 years is as follows:

Year	Budget	Actual	(Surplus) Deficit Variance
2020	\$ 9,467,654	\$ 8,437,621	\$ (1,030,033)
2019	8,639,221	11,276,163	2,636,942
2018	7,884,435	8,357,318	472,883
2017	6,685,505	7,814,383	1,128,878
2016	6,259,132	5,894,050	( 365,082)

It can be seen by the table above that there is no predictably as to the total winter control expenses on a year to year basis. The only commonality is that the costs are increasing, except for the 2020 pandemic year. This unpredictability can be lessened by establishing a reserve where surpluses in prior years will fund overages in future years.

The 2021 Winter Control area is trending lower than 2020 and 2019 at this time. If there is a typical winter season in the final quarter of 2021 Staff are projecting that there will a surplus in the winter control portion of the budget in 2021.

### **Area Rated Surplus:**

The area rated surplus of \$646,144 can be broken down further into the various area rates. It should be noted that Staff have already transferred any 2020 surplus positions to reserves and funded any deficit positions if there were funds in that portion of the Area Rate Stabilization Reserve. In 2016, Council approved this treatment through the following resolution:

#### **CR2016-164**

**On a go forward basis, Council support transferring surplus from area-rated services into an area-rated service rate stabilization/contingency reserve to be used to offset any future deficits and/or for other purposes specific to that future services area.**

The area rate overall (surplus) deficit and reserve treatment are as follows:

<b>Area Rate</b>	<b>Initial (Surplus) Deficit</b>	<b>To/(From) Reserve</b>	<b>Remaining (Surplus) Deficit</b>
Fire Area A	\$ 122,093	\$ (67,965)	\$ 54,128
Fire Area C	(536,384)	536,014	(370)
Lindsay Parks	(78,648)	78,854	206
OPP Area	4,866	(4,866)	-
Kawartha Lakes Police Area	(10,242)	11,067	825
Street lighting Area	(170,717)	170,773	56
Transit Area	22,888	-	22,888
<b>Total (Surplus) Deficit</b>	<b>\$ (646,144)</b>	<b>\$ 723,877</b>	<b>\$ 77,733</b>

### **Fire Area A**

Fire Area A was over budget in 2020 primarily due to some insurance claims on various equipment that were funded by the area rate tax levy. There was only enough left in the Fire Area A Rate Stabilization Reserve to fund a portion of the deficit. Therefore, the remaining deficit will be raised in the 2021 tax levy calculation.

### **Fire Area C**

Fire Area C was significantly under budget due primarily to lower Volunteer Firefighter (VFF) wages than projected. The VFF wages were under budget by approximately \$390,000. The reason for the reduction in costs can be attributed to the following:

- The number of fire calls in 2020 was 1,504 in Area C compared to a 2019 total of 1,672 which is a 10% reduction. This would show up in reduced VFF wages
- Calls to Motor Vehicle accidents were decreased in 2020 due to the pandemic and people travelling less
- There was no recruit hiring in 2020 which would reduce wage expense.
- Training for all fire fighters was significantly affected by the pandemic. This is reflected in wages as well as training above as the VFF are paid for their training hours. The ability to have on-site training for a group of staff was severely limited throughout 2020 and resulted in reduced wages. In addition, the Fire college was shut down at the beginning of the pandemic and therefore further restricted the ability for training within the fire service.

## **Lindsay Parks**

Lindsay Parks surplus was entirely due to the COVID19 Pandemic. There were losses in revenue but there were also reductions in wages as students were not hired in the Summer of 2020.

## **Street lighting**

This area continues to show a surplus each year due to the installation of LED streetlights. The budget for 2020 hydro was reduced to \$700,000 from \$720,000 in 2019 however, the actual hydro expense was only \$520,756 which is a surplus of approximately \$178,000.

The installation of LED streetlights has resulted in a decrease in hydro each year from 2018 as illustrated below:

2020	\$520,756
2019	\$596,536
2018	\$663,726

Staff continue to monitor the savings and adjust budgets accordingly.

## **Transit**

The Transit area was significantly affected by the COVID pandemic lockdowns. The total user fee revenue, included in the 2020 budget, was \$188,250 and actual revenue earned was only \$99,000. This resulted in a budget deficit of \$89,250. There were reductions in other budget lines and the area received Transit Safe Restart grants to offset these reductions in revenue as well as the extra cleaning needed for the buses due to the pandemic. The overall deficit of \$22,888 was a combination of reduced revenue and reduced expenses as well as grants to offset some of these budget deficits. The deficit will be included in the 2021 tax levy calculations.

## **Water and Sewer Surplus:**

The Water and Sewer area had a surplus of \$835,785. This surplus, as per Council resolution, goes to the Water and Sewer Infrastructure Reserves to support the capital program in future years.

This area was not as affected by the COVID pandemic as other areas in the City. Water and Sewer user fees were slightly over budget for the year. There was some fluctuation in the materials and contracted expenses areas and this is contributing to a portion of the surplus. Principle and interest payments on long term debt were on budget this year. Finally, Internal allocations were under budget for the year due to reduced expenses in the utility billing area.

### **Kawartha Lakes Haliburton Housing (KLHHC) Surplus:**

The KLHHC area had a surplus of \$155,787. This will be transferred to the KLHHC Operating Surplus Reserve in 2021. This surplus resulted from increased rental income as well as decreased costs in property taxes and utilities.

### **Trust Financial Statements:**

The Trust Financial Statements in Attachment D represent funds that are specifically set aside by legislation. The largest trust fund that the City administers is the Cemetery Perpetual Care Trust Funds. This is a fee that is collected as part of the cemetery plot sale which is required to be put in a separate fund to allow for care and maintenance of the cemetery for future years. This revenue is to be invested and only the interest portion of the investment can be utilized each year to cover cemetery maintenance expenses.

### **Balance Sheet Accounts:**

#### **Cash**

The Cash balance is up from last year due to the many pandemic grants that were received later in the year. In addition, the tax due dates were later this year due to the pandemic and therefore more cash was on hand at the end of the year. In a typical year, the cash balance is lower due to the fact that the due date is in September and our next large cash infusion is not until the first due date in February of the following year.

#### **Investments**

The Investment balance is lower in 2020 than in 2019 due to the later due date, as mentioned above, due to the pandemic. In addition, Treasury cashed in approximately \$10Million in investments in order to cash flow the City until the government funding was received in early Fall. This was restored in the 2021 year, after the 2020 year end was complete.

## **Taxes Receivable**

The balance in taxes receivable has risen approximately \$5 Million from the 2019 level. This is primarily due to the pandemic and the state of the economy during the 2020 year. The total tax arrears as a percentage of total tax revenue is 7% which is well within the Ministry guideline of 10% of total tax revenue. It is worth noting, that the 2019 tax arrears ratio of 3.9%. The collections of taxes will be a focus in the next few years as the economy recovers.

## **North West Trunk Receivable from Landowners**

The North West Trunk (NWT) Receivable has been a concern with the auditors as there have been no significant payments over the last few years. In 2020 we did receive payments totalling \$425,336 bringing the receivable to a balance of \$19,651,876. This amount is included in the total Accounts receivable figure of \$45.6 Million.

The Auditors have asked to provide some background so that all councillors and the public understand the large receivable balance. Council passed resolutions that imposed a capital charge on these landowners and also built into the resolution that their amount was not due until time of "development permission". "Development Permission" is defined in the Capital Charge By-Law as "the permit or approval which is the earlier of the permit allowing connection of the Benefitting Owner's land to the Northwest Sanitary Sewer Works, the issuance of a Building Permit, or approval to create a residential lot pursuant to Sections 50, 51 or 52 of the Planning Act." In simple terms this means that the charge will primarily be paid at time of execution of a subdivision or site plan agreement. In addition to the portion of costs incurred to build the NWT Sewer infrastructure, for the landowner, Finance Staff are adding debenture interest costs and Cost of Living (COLA) increases to the receivable each year.

Council is aware that each of the properties that have not paid their capital charge, currently have a lien imposed on their property so that they can't subdivide or develop the property without paying the NWT capital charge, at the current value (included debenture interest and COLA). There has been some activity in 2020 within the three large parcels of land bounded by Colborne, Highway 35 and Angeline Street which is good news considering these areas contain the largest portion of what makes up the NWT capital charge. Staff has committed to updating Council each year on the balance and the collections in this receivable.

A portion of the above paragraphs have been duplicated from the 2018 and 2019 note, in accordance with auditor direction.

## Deferred Revenue

### Note 4 – page 11 of the Financial Statements

The deferred revenue balance has decreased by approximately \$3 Million. This is primarily found in the Obligatory reserve funds and specifically in the Federal and Provincial Gas Tax Reserves. The Gas Tax Reserve balance of \$6.6 million in 2019 includes an extra Federal Gas Tax payment of \$4.7 Million. The City was given the original Gas Tax grant in 2019 and later in the year were advanced an additional payment of slightly more than their first Gas Tax Grant. This second Gas Tax amount was utilized in 2020 on various capital projects.

A list of deferred revenue reserve funds at December 31, 2020 is included in Attachment B.

## Long Term Debt

### Note 7 – page 14 of the Financial Statements

In Note 7 there is a breakdown of debt by Tax levy, Water and Sewer, Northwest Trunk Developer Debt, Tile Drainage and Kawartha Lakes Haliburton Housing Debt. Total debt increased approximately \$15Million as we debentured the remainder of 68 Lindsay Street in the amount of \$5 Million and financed approximately \$8Million in order to top up the DC reserve. The remainder of the increase was split between projects in the Tax Levy and Water and Sewer category. The projects funded in 2020 were previously budgeted and are now complete. Overall the City Debt is within the prescribed City debt limits and the annual repayment limit (ARL) prescribed by the Ministry.

## Reserves

### Note 8 - Page 15 of the Financial Statements

Reserves and reserve funds have increased from \$33.6 Million in 2019 to \$47.4 Million in 2020. This large increase of approximately \$13.8 Million is due to the following increases:

Type of Reserve Transfer	Amount of Increase
2019 Surplus Transfer to Contingency Reserve	\$ 3,012,282
Safe Restart Grant to Contingency Reserve	4,835,000
Water and Sewer Surplus to Infrastructure Reserves	835,785

<b>Type of Reserve Transfer</b>	<b>Amount of Increase</b>
Area Rate Surplus Transfer to Area Rate Reserve	723,878
Library Surplus to Library Reserve	507,287
Fenelon Powerlinks New Contract Transfer	392,777
Working Capital Reserve Reduction for HVAC	(2,760,234)
Development Charge Reconciliation	5,265,598
Miscellaneous Reserve transfers	987,627
<b>Total Transfers</b>	<b>\$13,800,000</b>

A list of reserves at December 31, 2020 is included in Attachment C.

### **Other Alternatives Considered:**

Staff are recommending that Council pass the following resolution:

That Council authorizes the transfer of the 2020 Surplus as follows:

- The Winter Control surplus of \$1,000,000 be transferred to the General Contingency Reserve committed to Winter Control; and
- The Workman's Safety and Insurance Board (WSIB) claims surplus of \$300,000 be transferred to the General Contingency Reserve committed to WSIB; and
- That the remainder of the 2020 Surplus of \$3,294,454 be transferred to the Asset Management Reserve (formerly the Capital Reserve).

The Winter Control reserve is highly recommended given the volatility of this area of the budget. The WSIB reserve transfer is highly recommended given a history of over expenditures due to difficulty in projecting future injuries that could give rise to WSIB claims. And finally the Asset Management reserve is being recommended for the remainder of the surplus given the need for capital financing within the budget process.

Council could choose to put the surplus in other reserves but the resolution above takes into account all the major budget pressures that are present at this time.

## **Alignment to Strategic Priorities:**

The 2020 Surplus Disposition Report supports the strategic goal of Good Government. This report details the effective use of financial resources by departments working within budget constraints.

## **Financial/Operation Impacts:**

The General Rated surplus of \$4,594,454 will be transferred to the various reserves with no effect on the bottom line of the City for 2021. The deficit from the Area Rate Deficits has been financed by 2021 tax levy increases as per Council policy. The surpluses in Water and Wastewater has been transferred to the Sewer and Water Infrastructure Reserves. The KLHHC surplus will be transferred to the KLHHC Operating Reserves as per Council Policy.

## **Servicing Implications:**

Not applicable

## **Consultations:**

Senior Management Team  
Executive Assistants

## **Attachments:**

Attachment A – 2020 Draft Financial Statements



CORP2021-011-ATT  
ACHMENT A.pdf

Attachment B – 2020 Balance in Deferred Revenue



CORP2021-011-ATT  
ACHMENT B.xlsx

Attachment C – 2020 Balance in Reserves



CORP2021-011 -  
ATTACHMENT C.xlsx



Attachment D – 2020 Draft Trust Financial Statements



CORP2021-011-ATT  
ACHMENT D.pdf

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**Department Head:** Jennifer Stover

**Department File:** Corporate Services

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## Consolidated financial statements of City of Kawartha Lakes

December 31, 2020

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## Independent Auditor's Report

To the Members of Council,  
of the Corporation of the City of Kawartha Lakes

### Opinion

We have audited the consolidated financial statements of the Corporation of the City of Kawartha Lakes (the "City"), which comprise the consolidated statement of financial position as at December 31, 2020, and the consolidated statements of operations, change in net debt, and cash flows for the year then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies (collectively referred to as the "consolidated financial statements").

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the City as at December 31, 2020, and the results of its operations, change in net debt and its cash flows for the year then ended in accordance with Canadian public sector accounting standards.

### Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards ("Canadian GAAS"). Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Consolidated Financial Statements* section of our report. We are independent of the City in accordance with the ethical requirements that are relevant to our audit of the consolidated financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

### Responsibilities of Management and Those Charged with Governance for the consolidated financial statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing the City's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the City or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the City's financial reporting process

### Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian GAAS will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As part of an audit in accordance with Canadian GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the City's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the City to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the City to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Chartered Professional Accountants  
Licensed Public Accountants  
[DATE]

# City of Kawartha Lakes

## Consolidated statement of financial position

As at December 31, 2020

	Notes	2020 \$	2019 \$
<b>Assets</b>			
Cash		53,101,105	16,733,120
Investments	3	31,461,131	49,752,409
Taxes receivable		10,196,490	5,579,837
Accounts receivable		45,675,800	40,329,716
Other current assets		12,935	16,148
		<b>140,447,461</b>	<b>112,411,230</b>
<b>Liabilities</b>			
Accounts payable and accrued liabilities		23,274,972	22,849,833
Deferred revenue	4	40,078,033	42,912,670
Other liabilities		3,921,506	3,941,047
Accrued interest on long-term liabilities		356,275	361,693
Employee future benefits	5	20,167,727	20,978,957
Landfill closure and post closure accrual	6	13,413,608	10,176,972
Municipal debt	7	135,507,585	120,565,812
		<b>236,719,706</b>	<b>221,786,984</b>
Net debt		<b>(96,272,245)</b>	<b>(109,375,754)</b>
<b>Non-financial assets</b>			
Tangible capital assets	15	556,720,549	540,072,290
Inventory and prepaid expenses		4,200,684	4,203,492
		<b>560,921,233</b>	<b>544,275,782</b>
Contingencies and commitments	9		
Accumulated surplus	8	<b>464,648,988</b>	<b>434,900,028</b>

The accompanying notes are an integral part of the consolidated financial statements.

Approved by Council

\_\_\_\_\_, Member

\_\_\_\_\_, Member

**City of Kawartha Lakes**  
**Consolidated statement of operations**  
Year ended December 31, 2020

	Notes	Budget \$	2020 Actual \$	2019 Actual \$
		(Note 10)		
<b>Revenue</b>				
Taxes levied for own purposes		118,484,981	118,695,333	114,122,961
Payments in lieu from other governments		486,800	511,354	508,425
Taxation		118,971,781	119,206,687	114,631,386
User charges, licenses and fines		51,831,868	41,745,480	42,407,273
Grants				
Government of Canada		5,661,753	1,854,867	2,071,995
Province of Ontario		50,895,477	68,293,429	61,861,637
Other municipalities		1,970,343	1,870,590	2,017,837
Other				
Investment income		1,162,000	1,163,357	1,363,220
Gain on disposal of tangible capital assets		650,000	232,118	1,748,859
Penalties and interest on taxes		1,107,000	1,110,537	1,321,908
Restricted amounts earned	4	17,165,057	14,912,015	4,110,113
Donations and other		1,996,720	976,836	1,940,933
Contributed tangible capital assets		—	1,455,705	424,515
		251,411,999	252,821,621	233,899,676
<b>Expenses</b>	11			
General government		23,075,207	23,267,514	10,140,855
Protection to persons and property		32,382,812	32,456,294	33,328,007
Transportation services		32,176,435	42,091,563	43,436,137
Environmental services		38,149,139	33,177,229	27,722,436
Health services		12,721,526	14,172,179	13,292,698
Social services		46,748,708	48,358,646	45,198,760
Housing services		10,446,476	12,468,365	14,223,391
Recreational and cultural services		19,138,482	12,847,173	14,186,895
Planning and development		5,693,645	4,233,698	4,180,630
		220,532,430	223,072,661	205,709,809
Annual surplus		30,879,569	29,748,960	28,189,867
Accumulated surplus, beginning of year		434,900,028	434,900,028	406,710,161
<b>Accumulated surplus, end of year</b>		<b>465,779,597</b>	<b>464,648,988</b>	<b>434,900,028</b>

The accompanying notes are an integral part of the consolidated financial statements.

# City of Kawartha Lakes

## Consolidated statement of change in net debt

Year ended December 31, 2020

	Budget \$ (Note 10)	2020 Actual \$	2019 Actual \$
<b>Annual surplus</b>	<b>30,879,569</b>	<b>29,748,960</b>	28,189,867
Acquisition of tangible capital assets	(44,798,000)	(43,333,880)	(57,417,426)
Amortization of tangible capital assets	25,650,508	26,437,343	26,248,114
Gain on disposal of tangible capital assets	650,000	(232,118)	(1,748,859)
Proceeds on disposal of tangible capital assets	—	480,396	2,494,184
	<b>12,382,077</b>	<b>13,100,701</b>	(2,234,120)
Change in inventory and prepaid expenses	—	2,808	(854,246)
	<b>12,382,077</b>	<b>13,103,509</b>	(3,088,366)
Net debt, beginning of year	(109,375,754)	(109,375,754)	(106,287,388)
<b>Net debt, end of year</b>	<b>(96,993,677)</b>	<b>(96,272,245)</b>	(109,375,754)

The accompanying notes are an integral part of the consolidated financial statements.



**City of Kawartha Lakes**  
**Consolidated statement of cash flows**  
Year ended December 31, 2020

	<b>2020</b>	2019
	<b>\$</b>	<b>\$</b>
<b>Operating activities</b>		
Annual surplus	<b>29,748,960</b>	28,189,867
Items not involving cash		
Amortization	<b>26,437,343</b>	26,248,114
Gain on disposal of tangible capital assets	<b>(232,118)</b>	(1,748,859)
Contributed tangible capital assets	<b>(1,455,705)</b>	(424,515)
Change in non-cash assets and liabilities		
Taxes receivable	<b>(4,616,653)</b>	(686,564)
Accounts receivable	<b>(5,346,084)</b>	(22,690)
Other current assets	<b>3,213</b>	620
Accounts payable and accrued liabilities	<b>425,139</b>	(4,070,704)
Deferred revenue	<b>(2,834,637)</b>	8,217,995
Other liabilities	<b>(19,541)</b>	(84,637)
Accrued interest on long-term liabilities	<b>(5,418)</b>	(5,506)
Employee future benefits	<b>(811,230)</b>	(10,488,337)
Landfill closure and post closure accrual	<b>3,236,636</b>	49,402
Inventory and prepaid expenses	<b>2,808</b>	(854,246)
	<b>44,532,713</b>	44,319,940
<b>Capital activities</b>		
Acquisition of tangible capital assets	<b>(41,878,175)</b>	(56,992,911)
Proceeds on disposal of tangible capital assets	<b>480,396</b>	2,494,184
	<b>(41,397,779)</b>	(54,498,727)
<b>Investing activity</b>		
Decrease in investments	<b>18,291,278</b>	13,914,477
<b>Financing activities</b>		
Municipal debt issued	<b>27,176,013</b>	15,559,597
Municipal debt repaid	<b>(12,234,240)</b>	(11,882,868)
	<b>14,941,773</b>	3,676,729
Change in cash	<b>36,367,985</b>	7,412,419
Cash, beginning of year	<b>16,733,120</b>	9,320,701
<b>Cash, end of year</b>	<b>53,101,105</b>	16,733,120

The accompanying notes are an integral part of the consolidated financial statements.

## **Nature of business**

The City of Kawartha Lakes (the "City") was created on January 1, 2001 by a Restructuring Order under the Ontario Municipal Act. The City is a combination of the former County of Victoria and all 16 lower-tier municipalities along with their related local boards and police villages previously located within the county's boundaries.

## **1. Summary of significant accounting policies**

The consolidated financial statements of the City are the representations of management prepared in accordance with accounting standards, as recommended by the Public Sector Accounting Board ("PSAB") of the Chartered Professional Accountants of Canada.

Significant accounting policies adopted by the City are as follows:

### *(a) (i) Reporting entity*

These consolidated financial statements reflect the assets, liabilities, revenues and expenses of the reporting entity. The reporting entity is comprised of all organizations, local boards and committees controlled by the City, including the following:

Public Library Board  
Police Services Board including municipal and OPP services  
Lindsay Downtown Business Improvement Association  
Waterworks and Sewer Systems  
Cemetery Boards  
Parks, Recreation and Heritage Boards and Committees  
Community Centres  
Kawartha Lakes Haliburton Housing Corporation

All material inter-entity transactions and balances are eliminated on consolidation.

### *(ii) Accounting for school board transactions*

The taxation, other revenues, expenses, assets and liabilities with respect to the operations of the school boards are not reflected in these consolidated financial statements.

### *(iii) Trust funds*

Trust funds and their related operations administered by the City are not consolidated, but are reported separately.

### *(b) (i) Basis of accounting*

Revenues and expenses are reported on the accrual basis of accounting with the exception of Provincial Offences Act fine revenues which are accounted for on a cash basis. The accrual basis of accounting recognizes revenues in the period in which transactions or events occurred that gave rise to the revenues; expenses are recognized in the period the goods and services are acquired and a liability is incurred or transfers are due.

### *Investments*

Temporary investments are carried at the lower of cost and market value, at which time they are written down to recognize the loss in value. Discounts or premiums are amortized using the effective interest method.

# **1. Summary of significant accounting policies (continued)**

## *(b) (i) Basis of accounting (continued)*

### *Non-financial assets*

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the ordinary course of operations.

### *Tangible capital assets*

Tangible capital assets are recorded at cost which includes all amounts that are directly attributable to acquisition, construction, development or betterment of the asset. The cost, less residual value, of the tangible capital assets excluding land are amortized on a straight line basis over their estimated useful lives as follows:

	<u>Useful life-years</u>
Land improvements	10-20
Building and building improvements	10-50
Vehicles, machinery and equipment	5-20
Water and sewer systems	25-80
Road infrastructure	<u>10-50</u>

One half of the amortization is charged in the year of acquisition and in the year of disposal. Assets under construction are not amortized until the asset is available for productive use.

### *Contribution of tangible capital assets*

Tangible capital assets received as contributions are recorded at their fair value as the date of receipt and also are recorded as revenue.

### *Interest capitalization*

The City's tangible capital asset policy does not allow for the capitalization of interest costs associated with the acquisition or construction of tangible capital assets.

### *Intangible assets*

Intangible assets are not recognized as assets in the consolidated financial statements.

## *(ii) Deferred revenue*

Under PSAB accounting principles, obligatory reserve funds and any other externally restricted contributions must be reported as deferred revenue. These amounts will be recognized as revenues in the fiscal year in which the qualifying expenditures are made.

**1. Summary of significant accounting policies (continued)**

*(b) (iii) Employee future benefits*

The present value of the cost of providing employees with future benefits programs is expensed as employees earn these entitlements through service. The cost of the benefits earned by employees is actuarially determined using the projected benefit method pro-rated on service and management's best estimate of retirement ages of employees and expected health care and dental costs. Actuarial gains or losses are amortized on a straight line basis over the expected average remaining service life of all employees covered.

*(iv) Government transfers*

Government transfers are recognized as revenues by the City in the period during which the transfer is authorized and any eligibility criteria are met. Government transfers are deferred if they are restricted through stipulations that require specific actions or programs to be carried out in order to keep the transfer. For such transfers, revenue is recognized when the stipulation has been met.

Tax revenue is recognized on all taxable properties within the City that are included in the tax roll provided by the Municipal Property Assessment Corporation, using property values included in the tax roll or property values that can be reasonably estimated by the City as it relates to supplementary or omitted assessments, at tax rates authorized by Council for the City's own purposes in the period for which the tax is levied.

*(v) Liability for contaminated sites*

A liability for the remediation of a contaminated site is recognized as the best estimate of the amount required to remediate the contaminated site when contamination exceeding an environmental standard exists, the City is either directly responsible or accepts responsibility, it is expected that the future economic benefit will be given up, and a reasonable estimate of the amount is determinable. If the likelihood of the City's obligation to incur these costs is either not determinable, or if an amount cannot be reasonably estimated, the costs are disclosed as contingent liabilities in the notes to the consolidated financial statements. As at December 31, 2020 there is nil liability recorded in the consolidated financial statements (nil in 2019). The City will continue to review for potential contaminated sites on an annual basis.

*(vi) Use of estimates*

The preparation of financial statements in conformity with Canadian public sector accounting standards requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amount of revenues and expenses during the period. Significant estimates relate to taxes receivable, accounts receivable, accrued liabilities, employee future benefits, landfill closure and post-closure accrual, contaminated sites, and tangible capital assets. Due to the inherent uncertainty in making estimates, actual results could differ from those estimates.

## 2. Taxation raised on behalf of others

Further to Note 1(a)(ii), requisitions were made by the School Boards requiring the City to collect property taxes and payments in lieu of property taxes on their behalf. The amounts collected and remitted are summarized as follows:

	<b>2020</b>	2019
	\$	\$
Requisitions of School Boards	<b>23,211,500</b>	23,242,576
English public	<b>47,734</b>	46,607
French public	<b>2,292,959</b>	2,319,151
English separate	<b>45,671</b>	46,368
French separate	<b>25,597,864</b>	25,654,702

## 3. Investments

Investments are marketable securities which are comprised of corporate and government debt securities and investment certificates from chartered banks with effective interest rates from 0.95% to 6.25% (1.15% to 6.25% in 2019). The costs presented approximate fair value.

## 4. Deferred revenue

	<b>2020</b>	2019
	\$	\$
Obligatory reserve funds		
Recreational land (Planning Act)	<b>588,908</b>	348,088
Development Charges Act	<b>278,408</b>	190,513
Federal and Provincial Gas Tax Reserves	<b>2,435,966</b>	6,638,639
Other	<b>1,864,937</b>	1,968,978
Reserve funds restricted for specified purposes to benefit residents in geographic areas of former municipalities (Restructuring Order and City of Kawartha Lakes Act)	<b>22,820,006</b>	22,903,604
	<b>27,988,225</b>	32,049,822
Restricted reserves		
Reserves restricted for specific purposes to benefit residents in geographic areas of former municipalities (Restructuring Order)	<b>8,540</b>	8,447
	<b>27,996,765</b>	32,058,269
Other deferred revenue		
Unearned grants	<b>4,950,527</b>	3,606,982
Other unearned revenue	<b>7,130,741</b>	7,247,419
	<b>40,078,033</b>	42,912,670

#### 4. Deferred revenue (continued)

The net change during the year in the legislatively restricted deferred revenue balances is as follows:

	Parkland levies and development charges \$	Gas tax reserves and other \$	Amounts restricted by amalgamation legislation \$	2020 Total \$	2019 Total \$
Balance, beginning of year	538,601	8,607,617	22,912,051	32,058,269	25,221,300
Restricted funds received	5,314,215	5,232,958	14,900	10,562,073	10,399,739
Interest earned	(213,487)	32,517	469,408	288,438	547,343
Revenue recognized	(4,772,013)	(9,572,189)	(567,813)	(14,912,015)	(4,110,113)
Balance, end of year	867,316	4,300,903	22,828,546	27,996,765	32,058,269

The City of Kawartha Lakes Act, 2001 required proceeds of sale of the six former municipal hydro systems to be set aside and used only for the benefit of residents in geographic areas served by each of the hydro systems. The net proceeds are included in restricted deferred revenue and will only be recognized as revenue in the consolidated statement of operations when qualifying expenses are incurred.

#### 5. Employee future benefits

The City provides certain employee benefits which will require funding in future periods.

	2020 \$	2019 \$
Accrued payroll	770,562	2,964,512
Vacation and overtime payable	1,133,165	1,253,128
WSIB self-insured claims (Note 9)	10,005,800	9,950,217
Post-employment benefits	8,258,200	6,811,100
Employee future benefits payable	20,167,727	20,978,957

##### *Vacation pay and overtime liability*

The City budgets for payroll and vacation and overtime banks based on timing of payment. The above liabilities for payroll, vacation and overtime represent amounts earned by employees but not paid prior to year-end. The accrued balances will require funding in future periods, and are segregated in the accumulated surplus balance as disclosed in Note 8.

##### *Post-employment benefit liability*

The City sponsors a defined benefit plan for post employment benefits other than pensions for substantially all of its employees. The plan provides extended health and life insurance coverage to age 64 for full-time employees. The plan is unfunded and requires no contribution from employees. Total benefit payments to retirees during the year were \$245,533 (\$195,699 in 2019).

## 5. Employee future benefits (continued)

### *Post-employment benefit liability (continued)*

An actuarial valuation for accounting purposes is performed triennially using the projected benefit method prorated on service. An external actuarial valuation was completed as of December 31, 2020. The post-employment benefit liability at December 31 includes the following components:

	<b>2020</b>	2019
	<b>\$</b>	<b>\$</b>
Accrued benefit obligation	<b>9,030,000</b>	7,652,500
Actuarial loss	<b>(771,800)</b>	(841,400)
Post-employment benefits liability	<b>8,258,200</b>	6,811,100

The actuarial valuation was based on a number of assumptions about future events, such as inflation rates, interest rates, medical inflation rates, wage and salary increases, and employee turnover and mortality. The assumptions used reflect management's best estimates. The main actuarial assumptions employed for the valuation are as follows:

Expected inflation rate		2.5%
Discount rate	<ul style="list-style-type: none"> <li>beginning of year</li> <li>end of year</li> </ul>	3.20% 2.20%
Medical cost increases	<ul style="list-style-type: none"> <li>first year</li> <li>second year</li> <li>decreasing over 10 years to</li> </ul>	6.16% 6.06% 4.00% plus CPI (assumed to be 2.5%)
Expected annual rate of dental cost increase		4.00% plus CPI (assumed to be 2.5%)

The post-employment benefit expense is reported as a component of expenses on the consolidated statement of operations. Composition of the amount is as follows:

	<b>2020</b>	2019
	<b>\$</b>	<b>\$</b>
Current service cost	<b>456,300</b>	435,200
Amortization of actuarial gains	<b>208,000</b>	293,800
Interest on post-employment benefit liability	<b>254,800</b>	243,000
Total expense related to post-employment benefits	<b>919,100</b>	972,000

### *Pension agreement*

The City makes contributions to the Ontario Municipal Employees' Retirement Fund 'OMERS', which is a multi-employer plan, on behalf of 660 members of its staff. The plan is a defined benefit plan which specifies the amount of the retirement benefit to be received by the employees based on the length of service and rates of pay. The amount the City contributed to OMERS for 2020 was \$5,298,246 (\$5,102,610 in 2019) for current service which is included as an expense in the consolidated statement of operations.

## 6. Landfill closure and post-closure liability

The City is required to account for the solid waste landfill closure and post-closure liabilities as the landfill sites are used. The City currently has 13 closed sites and 5 active solid waste sites. Details of the active sites are as follows:

	<b>Estimated years to closure</b>	<b>Remaining capacity tonnes 2020</b>
Eldon	<b>38</b>	<b>69,155</b>
Fenelon	<b>6</b>	<b>44,907</b>
Laxton/Digby/Longford	<b>2</b>	<b>3,602</b>
Somerville	<b>16</b>	<b>113,209</b>
Lindsay-Operations	<b>16</b>	<b>536,826</b>

Engineering consultants were engaged to prepare estimates of closure and post closure costs as at December 31, 2017, with an extrapolation prepared to December 31, 2021. The estimates include 50 years of post-closure monitoring and maintenance for sites with less than five metres thickness of waste, and 100 years for sites with greater than 5 metres thickness of waste.

Following is a summary of the liability recognized.

	<b>2020 \$</b>	<b>2019 \$</b>
Estimated total closure and post-closure costs	<b>42,885,001</b>	43,093,164
Discount rate	<b>2.20%</b>	3.20%
Estimated present value of costs at end of year	<b>19,032,480</b>	14,424,672
Less		
Portion related to remaining available capacity	<b>(5,618,872)</b>	(4,247,700)
Liability for capacity already used	<b>13,413,608</b>	10,176,972
Net expenses recognized in the year	<b>3,236,636</b>	49,402

## 7. Municipal debt

The balance of net municipal debt reported on the consolidated statement of financial position is comprised of the following:

	<b>2020 \$</b>	<b>2019 \$</b>
Total debt incurred and outstanding at		
December 31 to be financed from	<b>67,203,165</b>	54,081,361
General tax rates	<b>54,413,662</b>	50,997,077
Water and sewer	<b>10,003,185</b>	10,670,285
Northwest Trunk Developer Debt		
Benefiting landowners for local improvements	<b>244,517</b>	222,997
and tile loans	<b>3,643,056</b>	4,594,092
Kawartha Lakes Haliburton Housing	<b>135,507,585</b>	120,565,812
Net municipal debt		



## 7. Municipal debt (continued)

- (a) The municipal debt issued in the City's name and the names of amalgamated former municipalities have been approved by the Ontario Municipal Board or by-law as required and the annual principal and interest payments required are within the annual debt repayment limit prescribed by the Ministry of Housing.
- (b) The City entered into an agreement with Infrastructure Ontario to debenture funds to offset future developer contributions for the Northwest Trunk capital project in the amount of \$14,139,897 plus \$4,540,300 in interest for a twenty year period. These funds are to be recovered as they are received for development.
- (c) Interest rates vary from 0.96% to 5.83%. Total future payments over the next 5 years and thereafter are summarized as follows:

	2021 \$	2022 \$	2023 \$	2024 \$	2025 \$	Thereafter \$	Total \$
Principal							
Municipal	7,528,580	7,397,850	7,034,024	6,842,517	6,790,810	31,609,384	67,203,165
Water and sewer	4,317,124	4,417,213	4,131,135	4,216,826	3,857,871	33,473,493	54,413,662
Northwest Trunk Developer Debt	667,100	667,100	667,100	667,100	667,100	6,667,685	10,003,185
Tile Drain	33,527	37,154	34,451	26,328	24,587	88,470	244,517
Kawartha Lakes Haliburton Housing	925,963	846,060	701,451	315,003	340,443	514,136	3,643,056
	13,472,294	13,365,377	12,568,161	12,067,774	11,680,811	72,353,168	135,507,585
Interest							
Municipal	1,759,991	1,570,415	1,377,662	1,191,393	1,006,245	5,764,167	12,669,873
Water and sewer	1,805,691	1,641,474	1,482,225	1,330,205	1,175,250	5,634,094	13,068,939
Northwest Trunk Developer Debt	309,900	285,801	265,013	244,862	223,476	1,331,442	2,660,494
Tile Drain	13,592	12,859	10,630	8,880	6,665	13,661	66,287
Kawartha Lakes Haliburton Housing	187,844	153,654	108,535	40,803	58,287	81,808	630,931
	17,549,312	17,029,580	15,812,226	14,883,917	14,150,734	85,178,340	164,604,109

- (d) Total gross payments for the year to service municipal debt are as follows:

	Municipal \$	Water and sewer \$	Tile drain \$	Kawartha Lakes Haliburton Housing \$	Northwest Trunk Developer Debt \$	Total \$
Principal	6,545,312	4,038,311	32,480	951,037	667,100	12,234,240
Interest	1,532,618	1,640,963	14,480	107,101	328,288	3,623,450
	8,077,930	5,679,274	46,960	1,058,138	995,388	15,857,690

- (e) Kawartha Lakes Haliburton Housing debentures in the amount of \$1,594,963 (\$2,014,454 in 2019) are paid for by the Provincial government on behalf of the Housing corporation. The Province recovers this outlay by reducing subsidy payment cash flows.

## 7. Municipal debt (continued)

- (f) The City has a revolving credit facility agreement with its main financial institution. The amount available at any time is limited to \$15 million via an overdraft or demand note. Any balance borrowed will bear interest at prime less .60% per year. Council authorized the temporary borrowing limit for 2020 in By-Law 2019-164. As at December 31, 2020, there was a balance outstanding of nil (nil in 2019).

## 8. Accumulated surplus

Accumulated surplus consists of the following:

	2020 \$	2019 \$
Operating fund surplus	4,672,507	3,258,468
Capital fund deficit – projects to be debentured	(2,651,975)	(21,798,895)
Capital fund deficit – municipal drain project	(977,621)	(699,458)
Capital fund surplus – all other projects	18,910,672	21,922,191
Unfunded employee future benefits	(20,167,727)	(20,978,957)
Post closure landfill costs	(13,413,608)	(10,176,972)
Accrued interest on long term debt	(356,275)	(361,693)
Long term debt	(125,504,397)	(109,895,527)
Reserve and reserve funds	47,416,863	33,558,581
Tangible capital assets	556,720,549	540,072,290
	<b>464,648,988</b>	<b>434,900,028</b>

## 9. Contingencies and commitments

### *Workplace Safety Insurance Board Self Insured – Schedule 2*

Following restructuring, the Workplace Safety Insurance Board ('WSIB') required the City to convert all operations to Schedule 2 to become one self-insured entity.

Outside coverage is in place for certain types of claims to limit any loss to \$250,000. Claims paid out during the year amounted to \$1,182,389 (\$2,753,493 in 2019). The WSIB has estimated liability for future benefit costs as at December 31, 2020 to be \$10,005,800 (\$9,950,217 in 2019) and this liability has been included in employee future benefits payable (Note 5). The City has nil set aside in a reserve for WSIB self insurance as at December 31, 2020 (nil in 2019).

### *Other contingencies*

Various legal actions and claims have been initiated against the City, some of which cannot be quantified. No provision has been made for any uninsured claims. It is management's opinion there will be no material uninsured liability arising from these claims. An expense will be recorded in the fiscal period in which a settlement becomes likely and measurable.

### *Commitment – water and sewer system operating agreements*

The City is committed to an agreement with the Ontario Clean Water Agency ('OCWA') for the operation of twenty Drinking Water Systems and six Wastewater Systems. In addition to the current agreement there is room for inflationary adjustments and other service items that are unusual and outside of the current agreement. The agreement with OCWA is for the period of March 1, 2014 to February 28, 2021.

## **9. Contingencies and commitments (continued)**

### *Commitment – garbage and recycling collection contract*

In October 2019, the City contracted out garbage and recycling collection services. The contract is for a seven year term with the option for two additional one year renewal terms. The contract requires the City to pay a base fee of \$4,435,487 for 2020 plus additional charges for transportation and additional services, an annual fuel surcharge as well as an increase for new homes.

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In October 2019, the City contracted out garbage and recycling collection services. The contract is for a seven year term with the option for two additional one year renewal terms. The contract requires the City to pay a base fee of \$4,435,487 for 2020 plus additional charges for transportation and additional services, an annual fuel surcharge as well as an increase for new homes.

### *Commitments – capital projects*

The City has committed to many capital projects expected to be completed over several years including upgrades to the water and sewer treatment plants and the expansion of the Lindsay/Operations landfill site. As at December 31, 2020, the City had awarded contracts in the amount of \$54,630,309 (\$33,379,844 in 2019) and has recorded \$16,325,938 of those awarded amounts. Therefore, the remaining contractual commitments will be recorded in future years as the projects are completed.

Funding for the completion costs is expected to include the use of capital surplus carried forward, grants, debt proceeds and use of funds from various discretionary and obligatory reserve funds.

### *Commitments – Leases*

Under the terms of various operating leases in existence at December 31, 2020, the City is committed to future minimum annual payments as follows:

	\$
2021	385,920
2022	353,248
2023	335,767
2024	340,803
2025	331,498
Thereafter	1,701,797
	<u>3,449,033</u>

## **10. Budget amounts**

The operating and tax rate supported capital budgets were approved by Council on December 3, 2019 to establish the tax rates for the year. In addition, the water and sewer operating and capital budgets were also approved by Council on November 26, 2019.

The budgets for Kawartha Lakes-Haliburton Housing Corporation were approved by the board individually, and only the net transfers to this entity were approved by Council. These budgets were not prepared on the same basis as these consolidated financial statements, and have been restated to conform to the requirements under PSAB accounting standards.

## 10. Budget amounts (continued)

An amount for amortization expense has been added and is based on management's best estimate of amortization expense determined at the beginning of the year. Amortization expense was not included in the original council approved budget.

Amounts for the cost of contributed tangible capital assets and the related revenue have been added and are based on management's best estimate of the value of contributed tangible capital assets determined at the beginning of the year. Neither the cost of the contributed tangible capital assets nor the revenue was included in the original council approved budget.

Amounts included in the original council approved capital budget which are not recognized as tangible capital assets are included in consolidated statement of operations under the appropriate functional expense category, while those recognized as tangible capital assets are included in the consolidated statement of change in net debt.

## 11. Expenses by object

	2020 \$	2019 \$
Salaries and wages	78,692,781	66,006,895
Materials, supplies and services	26,530,818	21,945,618
Contracted services	33,794,308	34,927,814
Rents and financial	6,298,959	5,206,875
Transfers to other entities	46,903,113	46,762,572
Tile drain loans and advanced to landowners	54,000	80,800
Interest on net municipal debt	3,295,162	3,277,986
Amortization expense	26,437,343	26,248,114
Other	1,066,177	1,253,135
	<b>223,072,661</b>	<b>205,709,809</b>

## 12. Trust funds

Trust funds administered by the City amounting to \$1,324,803 (\$1,304,891 in 2019) have not been included in the consolidated statement of financial position nor have their operations been included in the consolidated statement of operations.

## 13. Provincial Offences Act

Under an operating agreement with the Province of Ontario, the City of Kawartha Lakes is responsible for operation of the Provincial Offences Office in Lindsay on behalf of the City and Haliburton County. Net revenues are to be allocated between the City and the County on a per capita basis. Revenues and expenses related to these operations have been reported as follows:

	2020 \$	2019 \$
Gross revenues	1,153,750	1,936,674
Operating costs	(1,037,294)	(1,381,375)
Amount transferred to Haliburton County	(30,667)	(115,276)
Net City revenue	<b>85,789</b>	<b>440,023</b>

**13. Provincial Offences Act (continued)**

Revenue comprises payments received for certain types of fines and penalties resulting from charges laid in the Lindsay Court area. Since revenue has been recognized on a cash basis, accounts receivable balances for fines levied but not paid are not included as revenue.

**14. Tangible capital assets**

*Tangible capital assets recognized at nominal value*

Certain assets have been assigned a nominal value of one Canadian dollar, because of the difficulty of determining a tenable valuation and/or the assets were older than their estimated expected useful lives, and therefore were fully amortized.

*Works of art and historical treasures*

The City applies efforts to protect and preserve a number of owned historical buildings, collections of equipment, artifacts, documents and exhibits and works of art. These assets are not held for financial gain or to provide service but rather for public exhibition, education or research in furtherance of public service. These historical treasures and works of art are not recognized as tangible capital assets in the consolidated financial statements. The acquisition or betterment of such assets is recognized in the consolidated financial statements as an operating expense.

#### 14. Tangible capital assets (continued)

	Land and land improvements \$	Building and building improvements \$	Vehicles, machinery and equipment \$	Water and sewer \$	Road infrastructure \$	Work in progress \$	2020 Total \$
<b>Cost</b>							
Balance, beginning of year	36,142,009	156,783,022	82,124,601	226,960,770	379,512,755	123,286,146	1,004,809,303
Additions	1,522,238	37,603,267	9,504,662	38,520,786	59,907,355	43,333,880	190,392,188
Work in progress completed	(614,034)	(21,115,122)	(4,218,010)	(36,311,114)	(44,990,271)	—	(107,248,551)
Disposals/transfers	(10,893)	(60,786)	(1,760,739)	(27,214)	(5,755,563)	(39,809,757)	(47,424,952)
Balance, end of year	37,039,320	173,210,381	85,650,514	229,143,228	388,674,276	126,810,269	1,040,527,988
<b>Accumulated amortization</b>							
Balance, of year beginning	6,633,238	69,482,096	49,975,129	97,484,405	241,162,145	—	464,737,013
Disposals	(1,476)	(39,054)	(1,686,242)	(20,562)	(5,619,583)	—	(7,366,917)
Amortization expense	238,978	3,488,229	4,616,719	5,286,984	12,806,433	—	26,437,343
Balance, end of year	6,870,740	72,931,271	52,905,606	102,750,827	248,348,995	—	483,807,439
Net book value, end of year	30,168,580	100,279,110	32,744,908	126,392,401	140,325,281	126,810,269	556,720,549
	Land and land improvements \$	Building and building improvements \$	Vehicles, machinery and equipment \$	Water and sewer \$	Road infrastructure \$	Work in progress \$	2019 Total \$
<b>Cost</b>							
Balance, beginning of year	36,025,572	148,895,948	78,566,162	225,822,983	373,000,001	93,364,116	955,674,782
Additions	(254,573)	(3,868,535)	5,309,867	(22,382,679)	(31,061,838)	57,417,428	5,159,670
Work in progress completed	434,304	12,491,829	(545,929)	23,520,466	43,852,484	—	79,753,154
Disposals/transfers	(63,294)	(736,220)	(1,205,499)	—	(6,277,892)	(27,495,398)	(35,778,303)
Balance, end of year	36,142,009	156,783,022	82,124,601	226,960,770	379,512,755	123,286,146	1,004,809,303
<b>Accumulated amortization</b>							
Balance, of year beginning	6,387,755	66,889,320	46,154,482	92,118,486	234,476,436	—	446,026,479
Disposals	(8,849)	(521,966)	(888,674)	—	(6,118,091)	—	(7,537,580)
Amortization expense	254,332	3,114,742	4,709,321	5,365,919	12,803,800	—	26,248,114
Balance, end of year	6,633,238	69,482,096	49,975,129	97,484,405	241,162,145	—	464,737,013
Net book value, end of year	29,508,771	87,300,926	32,149,472	129,476,365	138,350,610	123,286,146	540,072,290

## **15. Segmented information**

The City provides a wide range of services to its residents.

Segmented information has been provided in Schedule 1 for the following City Services:

- General Government
- Protection to persons and property
- Transportation Services
- Environmental Services
- Health, Social, and Housing Services
- Recreation and culture
- Planning and Development

Revenues and expenses directly attributable to each segment are reported by segment. Typically general government expenses are incurred in support of all services. Similarly general government revenues including taxes are used to finance all activities of the City. For purposes of segmented reporting general government revenues and expenses have not been allocated to the other services but rather are shown separately.

# City of Kawartha Lakes

## Schedule 1 – Consolidated schedule of segmented disclosure

Year ended December 31, 2020

	General government \$	Protection to persons and property \$	Transportation services \$	Environmental services \$	Health, social, and housing services \$	Recreation and culture \$	Planning and development \$	Consolidated \$
<b>Expenses</b>								
Salaries and wages	12,293,952	16,995,120	11,187,514	2,916,881	26,868,398	5,291,107	3,139,809	78,692,781
Minor capital	322,473	40,279	2,215,246	1,921,168	217,799	823,679	—	5,540,644
Interest costs	1,533,516	—	—	1,640,966	107,101	—	13,579	3,295,162
Other expenses	8,876,835	13,118,438	13,535,998	21,446,395	45,945,512	5,103,243	1,080,310	109,106,731
Amortization expense	240,738	2,302,457	15,152,805	5,251,819	1,860,380	1,629,144	—	26,437,343
	<b>23,267,514</b>	<b>32,456,294</b>	<b>42,091,563</b>	<b>33,177,229</b>	<b>74,999,190</b>	<b>12,847,173</b>	<b>4,233,698</b>	<b>223,072,661</b>
External tax revenues	(118,961,789)	—	—	(188,499)	—	—	(56,399)	(119,206,687)
External non-tax revenues	(22,817,984)	(4,276,828)	(1,396,691)	(25,955,076)	(60,325,320)	(2,696,905)	(1,001,997)	(118,470,801)
Restricted amounts earned	(9,645,864)	(56,768)	(524,200)	(3,930,003)	(124,367)	(630,813)	—	(14,912,015)
(Gain) loss on disposal of tangible capital assets	230,654	—	(62,450)	—	(341,903)	—	(58,419)	(232,118)
	<b>(151,194,983)</b>	<b>(4,333,596)</b>	<b>(1,983,341)</b>	<b>(30,073,578)</b>	<b>(60,791,590)</b>	<b>(3,327,718)</b>	<b>(1,116,815)</b>	<b>(252,821,621)</b>
<b>Annual (surplus) deficit</b>	<b>(127,927,469)</b>	<b>28,122,698</b>	<b>40,108,222</b>	<b>3,103,651</b>	<b>14,207,600</b>	<b>9,519,455</b>	<b>3,116,883</b>	<b>(29,748,960)</b>



# City of Kawartha Lakes

## Schedule 1 – Consolidated schedule of segmented disclosure (continued)

Year ended December 31, 2019

	General government \$	Protection to persons and property \$	Transportation services \$	Environmental services \$	Health, social, and housing services \$	Recreation and culture \$	Planning and development \$	Consolidated \$
<b>Expenses</b>								
Salaries and wages	(256,264)	17,133,609	11,241,955	3,023,681	25,035,965	6,819,553	3,008,396	66,006,895
Minor capital	208,907	71,379	249,493	244,401	243,461	(135,436)	(92,304)	789,901
Interest costs	1,510,037	—	—	1,631,595	124,652	—	11,702	3,277,986
Other expenses	8,384,468	14,125,451	16,737,608	17,273,377	45,282,912	6,330,605	1,252,492	109,386,913
Amortization expense	293,707	1,997,568	15,207,081	5,549,382	2,027,859	1,172,173	344	26,248,114
	<u>10,140,855</u>	<u>33,328,007</u>	<u>43,436,137</u>	<u>27,722,436</u>	<u>72,714,849</u>	<u>14,186,895</u>	<u>4,180,630</u>	<u>205,709,809</u>
External tax revenues	(114,435,897)	—	—	(155,803)	—	—	(39,686)	(114,631,386)
External non-tax revenues	(18,841,130)	(5,085,998)	(1,271,081)	(24,660,053)	(58,260,193)	(4,335,551)	(955,312)	(113,409,318)
Restricted amounts earned	(2,310,205)	(118,826)	(541,598)	(567,005)	(107,404)	(460,075)	(5,000)	(4,110,113)
(Gain) loss on disposal of tangible capital assets	521,925	—	(43,600)	—	(2,130,194)	—	(96,990)	(1,748,859)
	<u>(135,065,307)</u>	<u>(5,204,824)</u>	<u>(1,856,279)</u>	<u>(25,382,861)</u>	<u>(60,497,791)</u>	<u>(4,795,626)</u>	<u>(1,096,988)</u>	<u>(233,899,676)</u>
<b>Annual (surplus) deficit</b>	<u>(124,924,452)</u>	<u>28,123,183</u>	<u>41,579,858</u>	<u>2,339,575</u>	<u>12,217,058</u>	<u>9,391,269</u>	<u>3,083,642</u>	<u>(28,189,867)</u>

# City of Kawartha Lakes

## Schedule 2 – Consolidated schedule of operations of the Public Library Board

Year ended December 31, 2020

	Budget \$	2020 Actual \$	2019 Actual \$
<b>Revenue</b>			
Contribution from municipal tax revenues	1,905,387	1,905,387	1,906,480
Grants – Province of Ontario	183,833	193,060	192,436
Grants – Federal	—	—	2,150
User fees	200	150	1,821
Fines and penalties	18,000	3,602	13,798
Transfer from Reserves	63,000	63,000	63,000
Donations and other	21,400	35,492	35,882
	<b>2,191,820</b>	<b>2,200,691</b>	<b>2,215,567</b>
<b>Expenses</b>			
Administration and Board			
Salaries and benefits	595,385	529,102	508,079
Office and general	47,000	22,395	38,438
Equipment maintenance and rental	28,500	18,886	39,486
Training and development	26,400	19,321	25,401
Vehicle and travel	11,000	3,914	10,989
Advertising and promotion	13,000	7,161	13,060
Transfer to reserves	—	507,287	72,417
Books, periodicals purchases and processing	487,000	468,406	542,879
Library branches			
Wages and benefits	854,644	521,716	853,760
Building maintenance and utilities	70,400	61,728	66,785
Equipment maintenance and rental	2,300	—	1,478
Office and telephone	56,191	40,775	42,795
	<b>2,191,820</b>	<b>2,200,691</b>	<b>2,215,567</b>
<b>Net revenue</b>	<b>—</b>	<b>—</b>	<b>—</b>

**DEFERRED REVENUE  
DECEMBER 31, 2020**

**CORP2021-011-ATTACHMENT B**

**OBLIGATORY RESERVES - VARIOUS**

	<u>Actual 2020</u>	<u>Actual 2019</u>
Kinmount Heritage Park Reserve	8,540	8,447
Bobcaygeon H Wilkinson Library Reserve	1,507	1,491
Forbert Pool/Dike & Downey Est Reserve	195,403	188,503
Subdivider for Water - Emily Reserve	12,286	12,153
Manvers Cenotaph Fund Reserve	41,489	41,037
Lindsay Tree Levy Reserve	15,889	15,716
Woodville M.Cronin Estate Reserve	9,435	9,332
Grand Island Reserve-Fen Twp	31,287	30,946
DOOR Reserve	1,754,550	1,859,794
Infrastructure Gas Tax Reserve	1,886,608	6,149,859
Transit Gas Tax Reserve	549,358	488,781
Parkland in Lieu - Emily Reserve	110,907	109,698
Parkland in Lieu - Ops Reserve	19,675	19,460
Parkland in Lieu - Bexley Reserve	32,946	32,587
City Parkland in Lieu Reserve	425,380	186,343
DC - City of Kawartha Lakes Reserve	278,407	190,513
	<u>5,373,667</u>	<u>9,344,660</u>

**OBLIGATORY RESERVES - LEGACY CHEST**

Lindsay Legacy CHEST Reserve	19,541,355	19,383,693
Bob Legacy CHEST Reserve	2,837,860	2,829,569
Woodville Legacy CHEST Reserve	92,976	219,771
Omeme Legacy CHEST Reserve	299	292
FF Legacy CHEST Reserve	146,569	159,218
Kirkfield Legacy CHEST Reserve	4,039	121,066
	<u>22,623,098</u>	<u>22,713,609</u>

**TOTAL OBLIGATORY RESERVES**

<b>27,996,765</b>	<b>32,058,269</b>
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**RESERVE SUMMARY  
DECEMBER 31, 2020**

**CORP2021-011-ATTACHMENT C**

	<b>Actual 2020</b>	<b>Actual 2019</b>
Employee Recognition Fund Reserve	62,721	50,024
O.P.P. Rate Stabilization Rese	604,681	609,547
Social Service Stabilization R	37,833	37,833
Children's Services Reserve	1,322,514	1,322,514
Sewer Infrastructure Reserve	5,864,175	1,629,229
Property Development Reserve	575,588	517,169
HR Rate Stabilization Reserve	343,805	343,805
Capital Projects Reserve	2,083,579	2,177,691
Water Infrastructure Reserve	7,043,640	4,228,499
Tourism Information Centre Reserve	100,000	100,000
Business Incubator Reserve	155,813	183,300
Fenelon Falls Powerlink Fund	724,139	332,863
Public Works Fleet Reserve	2,941,198	2,437,959
9-1-1 Atlas Reserve	15,371	15,302
Council Ec Dev Reserve	597,055	497,055
Pits & Quarries Gravel Reserve	308,767	309,908
General Contingency Reserve	14,057,516	6,333,851
City Cemetery Capital Reserve	55,491	53,416
Social Housing Staff Benefits Reserve	216,283	216,283
Building Reserve	(101,457)	125,466
Doctor Recruitment Reserve	172,500	154,500
KL Police Serv Contingency Reserve	713,140	703,780
Social Committee Reserve	9,315	8,715
Working Capital Reserve	115,051	2,875,285
Norland Dam Reserve	23,877	15,682
Capital Contingency Reserve	4,250,933	3,213,176
Election Reserve	244,566	174,735
Anne Langton Reserve	1,429	1,429
Area Rate Stabilization Reserv	1,193,710	759,830
Forestry & Trail Reserve	158,787	158,787
Heritage Victoria Reserve	8,930	8,833
Library Reserve	927,183	419,895
KLH Capital Reserve CKL/COH	594,901	1,568,548
KLH Capital Reserve CKL Only	1,308,728	1,240,217
Social Housing Staff Benefits	684,780	733,138
Amalgamation debt retirement reserve fund(from the 2001 Special Tax Levy	321	317
	<b>47,416,863</b>	<b>33,558,581</b>

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# Financial statements of City of Kawartha Lakes Trust Funds

December 31, 2020

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Draft

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## Independent Auditor's Report

To the Members of Council of the Corporation of the City of Kawartha Lakes

### Opinion

We have audited the financial statements of the trust funds of the Corporation of the City of Kawartha Lakes (the "City") Trust Funds (the "Trust Funds"), which comprise the statement of financial position as at December 31, 2020, and the statements of financial activities and fund balances and cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the trust funds of the City as at December 31, 2020, and the results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

### Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards ("Canadian GAAS"). Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the trust funds of the City in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

### Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian accounting standards for not-for-profit organizations, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the City's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the City or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the trust funds of the City's financial reporting process.

### Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian GAAS will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the trust funds of the City's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the City's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the City to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Chartered Professional Accountants  
Licensed Public Accountants  
[DATE]



# City of Kawartha Lakes Trust Funds

## Statement of financial position

As at December 31, 2020

	Notes	Ontario Home Renewal Program	Cemetery Perpetual Care Trusts	Disaster Trust Fund	Forbert Estate Bequests	Aged Comfort Trust	Treasurer's Maintenance Trust	Building Donation Fund	Other trusts	2020 Total trusts	2019 Total trusts
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>Assets</b>											
Cash		—	60,128	3,561	25,952	19,371	4,658	—	12,032	125,702	132,031
Accounts receivable		—	240	—	—	—	—	—	—	240	240
Investments		54,282	726,583	94,560	220,404	—	—	210,735	—	1,306,564	1,295,737
Accrued interest		—	54,345	1,290	3,172	—	—	—	—	58,807	35,289
		<b>54,282</b>	<b>841,296</b>	<b>99,411</b>	<b>249,528</b>	<b>19,371</b>	<b>4,658</b>	<b>210,735</b>	<b>12,032</b>	<b>1,491,313</b>	<b>1,463,297</b>
<b>Liabilities and fund balance</b>											
Accounts payable		—	—	—	3,976	—	—	—	—	3,976	3,875
Due to the City of Kawartha Lakes	3	1,144	4,298	(2,089)	16,067	(49)	1,010	142,153	—	162,534	154,531
		<b>1,144</b>	<b>4,298</b>	<b>(2,089)</b>	<b>20,043</b>	<b>(49)</b>	<b>1,010</b>	<b>142,153</b>	<b>—</b>	<b>166,510</b>	<b>158,406</b>
Fund balances		<b>53,138</b>	<b>836,998</b>	<b>101,500</b>	<b>229,485</b>	<b>19,420</b>	<b>3,648</b>	<b>68,582</b>	<b>12,032</b>	<b>1,324,803</b>	<b>1,304,891</b>
		<b>54,282</b>	<b>841,296</b>	<b>99,411</b>	<b>249,528</b>	<b>19,371</b>	<b>4,658</b>	<b>210,735</b>	<b>12,032</b>	<b>1,491,313</b>	<b>1,463,297</b>

The accompanying notes are an integral part of the financial statements.

# City of Kawartha Lakes Trust Funds

## Statement of financial activities and fund balances

Year ended December 31, 2020

	Ontario Home Renewal Program	Cemetery Perpetual Care Trusts	Disaster Trust Fund	Forbert Estate Bequest	Aged Comfort Trust	Treasurer's Maintenance Trust	Building Donation Fund	Other trusts	2020 Total trusts	2019 Total trusts
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>Balance, beginning of year</b>	<b>53,138</b>	<b>807,378</b>	<b>100,641</b>	<b>229,485</b>	<b>30,878</b>	<b>3,399</b>	<b>68,582</b>	<b>11,390</b>	<b>1,304,891</b>	1,261,009
Revenue										
Interest earned	—	35,163	2,211	3,976	(3,169)	249	—	642	39,072	34,279
Plot sales	—	24,539	—	—	—	—	—	—	24,539	24,981
Donations and other	—	—	966	—	—	—	—	—	966	3,218
Manor residents	—	—	—	—	14,246	—	—	—	14,246	40,039
	—	59,702	3,177	3,976	11,077	249	—	642	78,823	102,517
Expenses										
Manor residents	—	—	—	—	22,535	—	—	—	22,535	33,970
Disaster relief	—	—	2,318	—	—	—	—	—	2,318	3,008
Contributed to minor hockey	—	—	—	1,988	—	—	—	—	1,988	2,084
Contributed to figure skating	—	—	—	1,988	—	—	—	—	1,988	2,084
Paid to general operations	—	30,082	—	—	—	—	—	—	30,082	17,489
	—	30,082	2,318	3,976	22,535	—	—	—	58,911	58,635
Excess (deficiency) of revenue over expenses	—	29,620	859	—	(11,458)	249	—	642	19,912	43,882
<b>Balance, end of year</b>	<b>53,138</b>	<b>836,998</b>	<b>101,500</b>	<b>229,485</b>	<b>19,420</b>	<b>3,648</b>	<b>68,582</b>	<b>12,032</b>	<b>1,324,803</b>	1,304,891

The accompanying notes are an integral part of the financial statements.

**City of Kawartha Lakes Trust Funds****Statement of cash flows**

Year ended December 31, 2020

	<b>2020</b>	2019
	<b>\$</b>	<b>\$</b>
<b>Operating activities</b>		
Excess of revenue over expenses	<b>19,912</b>	43,882
Change in non-cash assets and liabilities		
Accounts receivable	<b>—</b>	(3,161)
Accrued interest	<b>(23,518)</b>	12,815
Accounts payable	<b>101</b>	(561)
	<b>(3,505)</b>	52,975
<b>Investing activity</b>		
(Decrease) increase in investments	<b>(10,827)</b>	9,118
<b>Financing activity</b>		
Increase (decrease) in amount due to the City of Kawartha Lakes	<b>8,003</b>	(4,795)
Change in cash during the year	<b>(6,329)</b>	19,754
Cash, beginning of year	<b>132,031</b>	112,277
<b>Cash, end of year</b>	<b>125,702</b>	132,031

The accompanying notes are an integral part of the financial statements.

## **1. Significant accounting policies**

The financial statements of the trust funds of the City of Kawartha Lakes (the "Trust Funds") are the representations of management prepared in accordance with Canadian accounting standards for not-for-profit organizations and reflect the following policies:

### *Basis of accounting*

Revenues are recorded in the period in which the transactions or events occurred that gave rise to the revenue.

Expenses are recorded in the period the goods and services are acquired and a liability is incurred, or transfers are due.

### *Investments*

Investments are recorded at cost. The cost of investments approximates their fair market value.

### *Use of estimates*

The preparation of the periodic financial statements in conformity with Canadian accounting standards for not-for-profit organizations requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amount of revenues and expenses during the period. Actual results could differ from these estimates.

## **2. Ontario Home Renewal Program**

- (a) The Ontario Home Renewal Program was established by the Ontario Ministry of Municipal Affairs and Housing in 1973 to provide grants for municipalities to make loans to assist owner occupants to repair, rehabilitate and improve their homes to local property standards. Individual loans are limited to \$7,500 of which the maximum forgivable portion is \$4,000.
- (b) Ontario Home Renewal Program loans receivable at December 31, 2020 comprise of repayable loans of nil (nil in 2019). In the event of the sale or lease of the home or in the event of the homeowner ceasing to occupy the home, the balances of the repayable loan and the unearned forgivable loan immediately become due and payable by the homeowner.
- (c) Ontario Regulation 641 has established procedures for the winding down of the Ontario Home Renewal Program. Under conditions stipulated in the Regulation, all Fund balances were remitted to the Ministry during 1994. The City of Kawartha Lakes will continue to administer the collection of any outstanding loans and remit the proceeds, net of 5% administration fee.

## **3. Due to City of Kawartha Lakes**

The amounts due to the City of Kawartha Lakes are non-interest bearing with no fixed terms of repayment.

**4. Cemetery perpetual care trusts**

Cemetery perpetual care trusts represent a portion of the burial fees and proceeds of sale of cemetery plots of various cemeteries. The capital amounts are to be kept intact in perpetuity, with investment income earned on the funds used to maintain the cemeteries.

**5. Forbert trust**

This trust fund represents a bequest from the Estate of Ross and Helen Forbert. Investment income on the funds is distributed to promote figure skating and minor hockey in the Village of Bobcaygeon. The capital is to remain intact.

Draft

## Council Report

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**Report Number:** PUR2021-16  
**Meeting Date:** June 15, 2021  
**Title:** 2021-61-SS Single Source for the Replacement of Cardiac Monitors  
**Author and Title:** Ashley Wykes, Buyer

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### Recommendation(s):

**That** Report PUR2021-016, **2021-161-SS Single Source for the Replacement of Cardiac Monitors**, be received;

**That** Stryker Canada ULC be awarded the single source purchase of ten (10) cardiac monitors for 2020-2021 for a total cost of \$203,895.50 not including HST; and

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

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

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

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

**Background:**

Paramedic Service has a total of fifteen (15) LP15 cardiac monitors that have a useful life of approximately 7 years. Ten of the fifteen monitors are beyond their useful life and require replacing this year, with the other five needing replacement in 2022. Five were to be replaced in 2020 however, due to circumstances surrounding Covid-19, the purchase of those five monitors was delayed until 2021.

**Rationale:**

Cardiac monitors used by Paramedic Services have proprietary design, technology and patient monitoring/shock delivery features. Correspondingly, Kawartha Lakes Paramedics have been trained on the LP15 cardiac monitors and are currently using them in the field for patient care. Continued use of these monitors is required in order to maintain continuity of patient care equipment throughout the service. Further, cardiac monitors are required to be secured to the stretchers for patient and paramedic safety during transport. Paramedic Service stretchers are equipped with mounts that are compatible with the LP15 cardiac monitors. Due to the unique features of cardiac monitors on the market, the purchase of a new monitor would require that all staff be retrained, and new mounts purchased to secure the equipment to stretchers.

**Other Alternatives Considered:**

No other alternative is being considered as the single source purchase of the cardiac monitors falls within the single source justification of the good can be supplied only by a particular vendor and no reasonable alternative or substitute good exists due to an absence of competition for technical reasons and to ensure compatibility with existing goods.

**Alignment to Strategic Priorities**

This purchase aligns with the two strategic priorities of “An Exceptional Quality of Life” and “Good Government”.

**Financial/Operation Impacts:**

Funding for cardiac monitors was approved in the 2020 and 2021 capital budgets as outlined in the table below. The City will be trading in ten (10) of the old units and will be receiving a trade-in value of \$70,000 for those units.

Project Number	Project Budget	Other Committed Funds	Project Balance	Purchase Amount (excl. HST)	Trade-In Amount	HST Payable	Total Amount	Project Balance
938200302	\$150,000	\$0	\$150,000	\$136,948	(\$35,000)	\$1,794	\$103,742	\$46,258
938210202	\$138,000	\$0	\$138,000	\$136,948	(\$35,000)	\$1,794	\$103,742	\$34,258
Total	\$288,000	\$0	\$288,000	\$273,896	(\$70,000)	\$3,588	\$207,484	\$80,516

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

### **Consultations:**

Deputy Chief, Operations – Paramedic Service

**Department Head email:** rmellow@kawarthalakes.ca

**Department Head:** Randy Mellow

**Department File:** 2021-61-SS



## Council Report

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**bryanbryanReport Number:** PUR2021-017

**Meeting Date:** June 15, 2021

**Title:** PUR2021-017 Supply of Hot Mix

**Author and Title:** Marielle van Engelen, Buyer  
Richard Monaghan, Senior Engineering Technician

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### Recommendation(s):

**That** Report PUR2021-017, **Supply of Hot Mix**, be received;

**That** Dufferin Construction Company, a division of CRH Canada Group Inc., be awarded the supply of hot mix for the estimated price of \$103,284.00; and

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

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

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

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

## **Background:**

The supply of hot mix is a procurement request where transportation costs and technical considerations impose geographic limits on the available supply of asphalt used for the operational maintenance and repair of roads. Hot mix asphalt is used by the Public Works Roads Division to repair roads throughout the City of Kawartha Lakes. Due to the nature of the material City staff are required to pick up the material at the manufacturing plant.

Supply for the Manvers Public Works Depot has been awarded through a single source to Miller Paving Ltd. (having an asphalt plant located in Pontypool). An informal quotation process was conducted for the Emily Depot and was awarded to Coco Paving Inc. This contract is being issued for the following Public Works Areas:

- Lindsay
- Coboconk
- Carden
- Eldon
- Sturgeon Point
- Burnt River
- Bobcaygeon
- Oakwood
- Fenelon

## **Rationale:**

Hot mix asphalt is mixed at a high temperature and must be hot in order to be placed in accordance with specifications. The further the plant is from the point of use, the higher the transportation costs are and the more likely the product will cool to below specified temperatures in transit. The Dufferin Construction Company, a division of CRH Canada Group Inc, asphalt plant is centrally located in Lindsay and within the range to allow the hot mix to maintain the correct temperature while being delivered to the site.

Staff recommends that Dufferin Construction Company, a division of CRH Canada Group Inc., be awarded the supply of hot mix for the estimated price of \$103,284.00.

Any change orders to the purchase order will be dealt with as per the Purchasing Policy.

A competitive process will be conducted prior to the 2022 season with distances to various areas being a major criteria for award.

## **Other Alternatives Considered:**

No other alternatives are being considered at this time.

### **Alignment to Strategic Priorities**

This purchase aligns with the Strategic Plan under the Good Government – Asset Management by ensuring municipal assets are well maintained and well managed. The materials involved in this purchase are used by the Public Works Department to repair road defects that extends the service life of the road and allows the City to maintain compliance with O. Reg. 239/02: Minimum Maintenance Standards for Municipal Highways.

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

Funds for the supply of hot mix have already been allocated in the 2021 Public Works operating budget. There are adequate funds in the budget to accommodate this award. The supply of hot mix is on an as required basis.

**Department Head email:** brobinson@kawarthalakes.ca

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

**Department File:** 2021-63

## Council Report

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<b>Report Number:</b>	<b>PLAN2021-036</b>
<b>Meeting Date:</b>	June 15, 2021
<b>Title:</b>	<b>Updates to the Telecommunications and Antenna System Siting Policy</b>
<b>Description:</b>	Proposed changes to the Telecommunications and Antenna System Siting Policy together with a request to delegate authority for uncontested applications to the Director of Development Services
<b>Author and Title:</b>	<b>Ian Walker, Planning Officer – Large Developments</b>

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### Recommendations:

**That** Report PLAN2021-036, **Updates to the Telecommunications and Antenna System Siting Policy**, be received;

**That** the Council Policy CP2018-014 be updated, substantially in the form attached as Appendix 'C';

**That** Section 4.00 of By-law 2016-009 be amended, as outlined in Appendix 'E' to Report PLAN2021-036;

**That** the necessary amending By-law for By-law 2016-009 be brought forward for adoption;

**That** Uncontested Applications are supported by Council, conditional upon the applicant entering into a Telecommunication Facility Development Agreement with the City;

**That** the Director of Development Services be delegated authority to issue a letter of concurrence to Innovation, Science and Economic Development (ISED) Canada for Uncontested Applications;

**(Acting) Department Head:** \_\_\_\_\_

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

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

**That** the Delegation of Council Powers and Duties Policy Number C 149 CAO 036 be amended to include this delegation of authority; and

**That** the Mayor and Clerk be authorized to execute any Agreements required by the concurrence of any Uncontested Applications.

### **Background:**

The telecommunications industry is regulated by the federal government through the Radiocommunication Act, which is primarily administered by Innovation, Science and Economic Development (ISED) Canada (formerly Industry Canada) and Health Canada. As telecommunications systems are regulated by the federal government, they are therefore not subject to the requirements of Planning Act documents such as official plans or zoning by-laws. ISED Canada considers the local 'Land-use Authorities' (LUAs) to have the best knowledge of land uses in an area. Therefore, ISED Canada encourages the development of protocols by the local municipalities (LUAs) to ensure that a clear process is established for the consideration of new telecommunications facilities within the community. Where a municipality has adopted a telecommunications policy, the applicant must receive a concurrence from the municipality that the proposal complies with their policy, before ISED Canada will issue an approval for the facility.

At the May 22, 2012 Council meeting, Council adopted Policy C 178 PLAN 001, the first 'Telecommunications System Protocol', relating to the installation of new telecommunication towers within the City of Kawartha Lakes. For the first five years since implementing the 2012 'Protocol', only a small number of Telecommunications Applications were submitted on an annual basis to the City for review.

In 2014, the federal government undertook consultation on updated standards for the telecommunications industry. As a result of their consultations, on July 15, 2014, the current ISED Canada document 'Client Procedures Circular CPC-2-0-03, Issue 5' came into effect. This document outlines the requirements that apply to anyone (considered a 'Proponent') who is planning to install or modify an antenna installation of any type anywhere in Canada (typically, a tower).

At the May 22, 2018 Council meeting, Council adopted Policy CP2018-014, the 'Telecommunications and Antenna System Siting Policy' to replace the 2012 'Telecommunications System Protocol', in accordance with these 2014 ISED Canada standards. See Appendix 'A'. The intent of the Council policy is to establish a process and provide a clear set of criteria for the consideration of new telecommunications facilities within the City. In accordance with CP2018-014, before a proponent can seek an approval from ISED Canada, currently **all** applications must first receive a

concurrence from Council, subject to any necessary conditions. One of the conditions recommended for every concurrence request is that the Proponent and the landowner enter into a Telecommunication Facility Development Agreement with the City, to protect the City's interests, and ensure that once the tower is no longer in use, it is properly decommissioned and removed from the property.

## **Rationale:**

### **Process Streamlining**

Since March of 2020 and due to COVID-19, a significant number of people in the Province of Ontario have shifted the use of their mobile devices and internet access in order to work remotely. As such, the City has seen a dramatic rise in the number of inquiries for the installation of new telecommunications towers in the City. It is expected that interest from other carriers will also follow this year:

<b>File Type:</b>	<b>2020</b>	<b>2021* (to May 31)</b>
Preconsultation Applications related to new towers	3 total	13 total (4 processed, 9 pending)
Telecommunication Applications for new towers	2 total (1 new, 1 re-concurrence)	4 total (3 processed, 1 pending)

Currently, every application requesting concurrence must be referred to Council for support and a Council Resolution. This involves the preparation of a staff report for each request. To date, a significant number of the requests for concurrence have been supported by staff, where there have been no outstanding issues identified by the public, an agency, or the staff (uncontested applications). With a significant number of applications coming forward currently and in the near future, staff have noted that this is an opportunity to streamline the process and reduce staff time and involvement, without compromising the quality of the final product (concurrence of an application).

On this basis, staff recommend that the Director of Development Services be delegated authority to process any 'uncontested' applications, subject to the Proponent entering into a Telecommunication Facility Development Agreement with the City based on the attached template. See Appendix 'D'. The Agreement would ensure that once the tower is no longer in use, it is properly decommissioned and removed from the property. Appendix 'E' contains the proposed amendments to By-law 2016-009, A By-law to Provide Authority for the Execution of Certain Documents and Affix the Corporate Seal on Behalf of The City of Kawartha Lakes. Section 4.01 (3.) has been added to grant the Director of Development Services authority to sign Letters of Concurrence for uncontested telecommunications facilities approvals.

Any future applications which are contested will continue to be directed to Council for a decision on concurrence (including applications where there is no staff support; where an external agency has identified issues; or where there are outstanding public concerns). Staff will prepare a report identifying the relevant information to be considered, and provide a staff recommendation for Council's consideration.

Staff have also implemented changes to the preconsultation process for telecommunications applications based on meetings with Industry representatives. There is a great deal of similarity between these types of applications. As a result, these applications are now sent through a separate review stream and review timelines have been shortened. This will allow carriers to submit applications more quickly and also receive approvals in a shortened timeframe.

### **Telecommunications Policy Update**

Staff are also using this opportunity to update the 'Telecommunications and Antenna System Siting Policy' to include legislation updates and some practice improvements, which are based on recent working experience with the policy. Appendix 'B' is a Track Changes version of the current Council Policy and the changes are summarized below.

- All references to Industry Canada as being the Federal approval authority have been changes to Innovation, Science, and Economic Development (ISED) Canada;
- Many of the changes include wording and policy clarifications;
- Many of the definitions have been clarified, reworded, or new ones added;
- Policies relating to process have been reworked to provide greater clarity for submission expectations, approval process, and approval timelines;
- The expectations for complete applications has been clarified;
- The policy includes a larger area for public notification. We now measure notification requirements using the greater of three times tower height or 60 metre urban notification or 120 metre rural notification radii from the property boundary. This eliminates the possibility where abutting property owners risk not getting notified if the host site is large;
- The policy includes references to uncontested and contested applications.

Staff feel that these changes will lead to improved processing times for new applications by providing greater clarity in the process.

## **Applicable Provincial Policies:**

While telecommunication systems are a federally-led initiative, the Province also recognizes the importance of telecommunications infrastructure and encourages further systems development to meet current and projected service demands in its policy documents, including the Provincial Policy Statement, 2020 (PPS) and A Place to Grow: Growth Plan for the Greater Golden Horseshoe, 2020 (Growth Plan). The proposed updates to Policy CP2018-014 continues to fulfill the objectives of these policies.

## **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

The proposed updates align with the Good Government priority by increasing the efficiency and effectiveness of service delivery by streamlining the process of concurrence for new telecommunication towers in the City.

## **Financial/Operation Impacts:**

There are no direct financial considerations for the City, however by delegating authority to the Director, there will be a cost and time saving by reallocation of staff time and efforts to other matters.

## **Servicing Implications:**

There are no servicing considerations for the City.

## **Consultations:**

The Public Works Department, Engineering and Corporate Assets Department, Conservation Authorities, and Ministry of Transportation Ontario (MTO) have been consulted on this proposal.

## **Development Services – Planning Division Comments:**

The proposed Policy updates continue to follow the ISED Canada standards, while streamlining the processing of applications. The relevant Departments and external



agencies have been consulted on the proposed updates. Staff respectfully recommend that Council **approve** the proposed changes to the Policy.

## Attachments:

The following attached documents may include scanned images of appendices, maps, and photographs. If you require an alternative format, please contact Ian Walker, Planning Officer – Large Developments, (705) 324-9411 extension 1368 or [iwalker@kawarthalakes.ca](mailto:iwalker@kawarthalakes.ca).

### Appendix A – Council Policy CP2018-014, dated May 22, 2018



PLAN2021-036  
Appendix A.pdf

### Appendix B – Proposed Changes to CP2018-014 – Track Changes Version



PLAN2021-036  
Appendix B.pdf

### Appendix C – CP2018-014 as Amended – Proposed Draft



PLAN2021-036  
Appendix C.pdf

### Appendix D – Telecommunications Facility Development Agreement Template



PLAN2021-036  
Appendix D.pdf

### Appendix E – Proposed Amendments to By-law 2016-009, A By-law to Provide Authority for the Execution of Certain Documents and Affix the Corporate Seal on Behalf of The City of Kawartha Lakes



2016-009  
Consolidated Provid

**(Acting) Department Head email:** [rholy@kawarthalakes.ca](mailto:rholy@kawarthalakes.ca)

**(Acting) Department Head:** Richard Holy

**Department File:** D44 General

Council Policy No.:	CP2018-014
Council Policy Name:	Telecommunications and Antenna System Siting Policy
Date Approved by Council:	May 22, 2012
Date revision approved by Council:	May 22, 2018
Related SOP, Management Directive, Council Policy, Forms	

### Policy Statement and Rationale:

The purpose of the Telecommunications and Antenna System Siting Policy is to provide proponents with policies and procedures for the installation of new telecommunications towers within the City of Kawartha Lakes. The goals and objectives of the policies are designed to:

- a) promote a wireless telecommunications system within the City that provides appropriate service and capacity levels to business, emergency services, and residents;
- b) encourage site selection that minimizes the number of tower locations and their visual impact on the surrounding landscape;
- c) discourage site selection within or adjacent to sensitive environmental features;
- d) provide for public input to the approvals process for area residents as prescribed by Industry Canada and/or when a proposal does not meet the requirements established by this policy; and,
- e) provide development and locational criteria and requirements for new telecommunications towers.

### Scope:

Telecommunication systems are regulated and approved by the federal government under the jurisdiction of Industry Canada, and as such, are not subject to municipal official plan policies and zoning regulations established under the Planning Act. Notwithstanding, Industry Canada still requires proponents to contact the local Land-use Authority as a part of the consultation process, and to schedule a public information

session for area residents. Proponents are encouraged to present their proposals for preconsultation and review to ensure that requirements of both the City and relevant external agencies are addressed. Industry Canada requires proponents to receive concurrence from the local Land-use Authority prior to commencing construction of any new telecommunications facility which is not exempted from the consultation process.

Accordingly, proponents of telecommunication systems within the City of Kawartha Lakes (the “City”) are required to submit a formal telecommunications tower review application with the necessary review fees for approval. Planning staff will then circulate the application for review in accordance with Section 5.04 of this policy, and will present a report and recommendation to City Council for consideration. Should the City and the proponent not be able to reach consensus on a proposal, Industry Canada may intervene in an attempt to settle the impasse.

## **Policy:**

### **1. Definitions:**

Alternative tower structures: shall mean man-made support structures that camouflage or conceal the presence of antennas or towers such as flagpoles, clock towers, church steeples, street lights, artificial trees and other everyday features. This definition shall not include towers supported by guyed wires.

Antenna: shall mean a device for transmitting and receiving electromagnetic waves, wireless communications signals or other communication signals.

Antenna System: shall mean an antenna and some sort of supporting structure, normally a tower.

City: shall mean the various Departments of the Corporation of the City of Kawartha Lakes.

Co-location: shall mean the placement of one or more antenna on the same telecommunications tower or alternative tower structures.

Equipment Shelter: shall mean a structure containing equipment necessary to transmit and receive signals.

Land-use Authority (LUA): shall mean representatives of the Corporation of the City of Kawartha Lakes, including City Council and staff.

Proponent: shall mean the land owner and/or company that is proposing the construction of an antenna or telecommunications system.

Telecommunications Carrier: shall mean a person who owns or operates a transmission facility used by that person or another person to provide telecommunications services to the public for compensation.

Telecommunications Facilities: shall mean the physical antenna and tower (antenna system), and including the base; all mechanical and support components of the tower; and any associated equipment shelters.

Telecommunications Towers: shall mean structures designed and constructed to support one or more antennas, including lattice towers, monopoles and guyed towers.

## **2. Site Selection Criteria**

- 2.01 The installation of new telecommunications facilities is generally discouraged unless all other options for co-location within the carrier's search area have been explored and are not considered to be technically viable. The preferred methods of achieving additional capacity are:
- a) co-location of antennas on existing towers or structures within the City or within adjacent municipalities;
  - b) location of new telecommunications facilities on publicly owned lands and/or buildings;
  - c) use of alternative tower structures that are less obtrusive;
  - d) clustering of new towers adjacent to existing telecommunications facilities; and,
  - e) location of new telecommunications facilities on hydro transmission towers or within or adjacent to existing hydro transmission corridors.
- 2.02 Telecommunications facilities should be located in a manner which minimizes their overall impact on the community. The following site selection criteria will be applied to the proposed location of any new telecommunication facility.
- a) New telecommunications towers should be encouraged in more sparsely populated areas within the City's limits;
  - b) The distance between new telecommunications towers and existing and future residential areas; community and institutional uses; historical downtown areas; and waterfront areas should be maximized;
  - c) New telecommunications towers should generally be set back a minimum of 120 metres, or three times the tower height, whichever is greater, from any lands designated or zoned for residential uses and/or schools;
  - d) Alternative tower structures are recommended to be implemented for new tower locations within and/or surrounding a settlement area, as identified

in the City of Kawartha Lakes land use planning documents, and shall be designed to achieve the City's urban design objectives;

- e) There shall be no negative impact on significant natural features or hazard land areas. New telecommunications tower installations will not be permitted areas which are designated and/or zoned as environmentally sensitive areas, and shall be setback a minimum of 30 metres from a waterbody or watercourse;
- f) New telecommunications towers should be set back a minimum of 50 metres from Provincial Highways; 30 metres from local roads; and 15 metres from property lines. The setback shall be measured from the base of the telecommunication facility (the tower or the guyed wires, whichever is greater);
- g) Terminal vistas from existing and future roads and areas of topographical prominence will be avoided. Where a telecommunications tower in these areas is necessary, alternative tower structures in conjunction with the lowest possible height shall be used by the proponent;
- h) Locations and heights where Transport Canada will require lighting on the tower should be avoided;
- i) Telecommunication facilities shall not be permitted on lands without direct access from an open and maintained road or within an unopened road allowance; and
- j) Advertising shall not be permitted on any telecommunications facility.

### **3. Site Development Criteria**

#### **3.01 New Telecommunications Facilities**

The following site development criteria shall be considered in the design and layout of new telecommunications facilities:

- a) Trees and shrubs shall be planted around the perimeter fencing and the guy wire bases to mitigate the visual impact of the tower and equipment shelter;
- b) Identification signage of the carrier(s), measuring 0.5 square metres or less may be permitted on the equipment shelter or perimeter fencing;
- c) Where alternative tower structures are not feasible, telecommunication towers and equipment shelters shall blend in with the predominant colour of the surrounding area subject to Transport Canada requirements;
- d) Security lighting required for the shelter or base area as well as the driveway shall meet the Illuminating Engineering Society of North America (IESNA) lighting guidelines and utilize full cut-off lighting fixtures.

### 3.02 Roof top Antennas or Existing Structures

When locating telecommunications facilities on roof tops or existing structures, and notwithstanding Industry Canada exemptions from local Land-use Authority review of telecommunications towers less than 15 metres in height, the City requests compliance by carriers to minimize the visual impacts of such facilities by considering the following design techniques:

- a) Alternative tower structures should be utilized where possible;
- b) The City encourages these types of installations on commercial and industrial buildings with larger roof areas to minimize the aesthetic views of these facilities;
- c) The overall height of new roof top antennae should be minimized and should not project beyond the vertical projection of the building;
- d) Equipment shelters on roof tops should be set back a minimum of 3 metres from the edge of the roof;
- e) The colour and architectural style of the antenna and equipment shelter shall blend in with the building or structure; and
- f) The City will encourage residential buildings greater than 6 storeys in height to be pre-designed to accommodate telecommunication facilities.

3.03 Telecommunication carriers shall be encouraged to remove facilities that have not been in use for six months or more, within 90 days of the end of the six month period.

## 4. Consultation Process

### 4.01 Municipal Preconsultation Process

Proponents proposing a new telecommunications tower shall submit an application to the City's Preconsultation Committee for agency circulation and review. This process will provide information and guidance from all necessary review agencies on site selection, land use compatibility, environmental constraints, visual concerns, and compliance with the requirements of this policy. Abutting upper-tier and lower-tier municipalities will be circulated where a proposal is within 200 metres of the abutting municipality, or three times the tower height, whichever is greater.

### 4.02 Application Process

A proponent proposing a new telecommunications tower, roof top structure, or change to an existing telecommunications facility is required to submit a telecommunications facility application for approval by the Development Services

Department – Planning Division. These applications will not be processed in accordance with Section 41 of the Planning Act. Application fees are payable with submission of an application as prescribed in the City's approved Planning Application Fees.

#### Applications for New Telecommunications Facilities

An application for a new telecommunications facility will require the following information to be submitted to the Planning Division:

- a) A completed application form;
- b) A justification report from the proponent detailing a thorough investigation relating to the sharing (co-location) of infrastructure and the use of existing structures for the proposed infrastructure. Should the proposal not be able to co-locate or utilize existing structures, a detailed reasoning for the location of a new antenna is required. Alternatives shall be explored in the justification report as well. Justification for the proposed height shall be required;
- c) A detailed site plan prepared by an Ontario Land Surveyor (OLS) or Professional Engineer (P.Eng.) illustrating the proposed installation shall be provided. The site plan shall include: a key map, the location of the proposed tower, property lines, existing and proposed site grading, existing structures, proposed structures, landscaping, entrance details, access and driveways, parking, and setbacks from all nearby property lines, including confirmation of compliance with setbacks required under Section 3.02 of this protocol;
- d) Information on security lighting where proposed;
- e) A map of the surrounding area illustrating all setbacks from adjacent property lines, setbacks to the nearest residential, community facility and/or institutional uses, and setbacks to areas with residential, community facility and/or institutional zoning;
- f) Stamped engineered drawings of the proposed telecommunications facility;
- g) Pictures of the proposed site; and
- h) Authorization from the owner of the land.

#### Applications for Roof Top or Existing Structures

An application for new telecommunication facilities on roof tops or existing structures, requiring consultation with the City by Industry Canada, will include the following information to be submitted to the Planning Division;

- a) A statement from the proponent on the need for any increase in proposed tower height if applicable;
- b) A plan showing the location of the proposed antenna and associated facilities on the roof top or structure;
- c) Two sets of stamped engineered drawings that identify the antenna and associated facilities to be constructed on the building roof top or structure and any other information required by the Building Division;
- d) Upon review of the site plan, the Planning Division may require the carriers to submit pictures of the building or structure with the proposed antenna and equipment shelter superimposed on the picture from four directions; north, south, east and west; and
- e) Demonstrated conformity with Section 4.02 of this policy.

#### Applications to Alter Existing Facilities

Where modifications to the site are proposed to non-exempt classes of telecommunications facilities, which may include, but not be limited to, an increase in the height of the tower in excess of 25%, additional equipment shelters or entrances, an amendment to an agreement may be required. Submission requirements to the Planning Division will be determined in consultation with the proponent.

### 5.03 Public Consultation Process

Industry Canada provides Land-use Authorities with two (2) options for undertaking a public consultation process as part of a proposal to construct new telecommunications facilities:

- The City can include a public consultation process as part of this protocol, whereby it determines its level of participation in the process; or
- Alternatively, the proponent is required to adhere to Industry Canada's default public consultation process contained in Section 4.2 of the Radiocommunication and Broadcasting Antenna Systems (CPC-2-0-03, as amended from time to time) should the City not adopt a separate process in this protocol.



While Industry Canada permits the Land-use Authority (City) to develop its own public consultation process, the City has opted for a proponent-lead public consultation process in accordance with Industry Canada's policies. The City will require the proponent to provide a record of the public consultation process, including comments provided by the public as well as the carrier's response to those public comments, as part of their application for approval with the City. Notwithstanding the Industry Canada notification requirements to adjacent properties, the City will request that all property owners within 120 metres, or three times the tower height as measured from the base of the tower, whichever is greater, are notified of the proposal. All residents that required notification will also be notified when a recommendation will be forwarded to Council for consideration.

#### 4.04 Endorsement Process

##### Telecommunications Facility Agreement

A telecommunications facility agreement will be required for the construction of a new telecommunications facility as well as a new roof top equipment shelter or a new equipment shelter necessary to accommodate co-location of the antenna not exempted by Industry Canada. The agreement shall be signed by the landowner and telecommunications carrier but will not be registered on title. The agreement will contain provisions relating to the following matters:

- a) Site and grading plan drawings;
- b) Lighting information;
- c) Building and entrance permits as required;
- d) Security deposits for site works and mechanisms for their release;
- e) Road widenings and easements as required;
- f) A commitment to remove all structures upon expiration of the lease or use of tower;
- g) A commitment to accommodate other carriers on site where feasible; and
- h) Other conditions as required by the City.

Once the Planning Division has reviewed the application and is ready to provide a recommendation to Council in support the proposal, a draft telecommunications facility agreement and conditions of approval will be prepared.

## Council Endorsement

Once the Planning Division has reviewed the application and is ready to provide a recommendation on the proposal, a report will be forwarded to Council with a rationale and recommendations for expressing either support or opposition to the proposal. The report will also contain conditions of endorsement and a draft telecommunications facility agreement. Council will make a decision on the proposal and a formal resolution will be forwarded to the proponent; Industry Canada; and the Member of Parliament once the telecommunications facility agreement is completed, where applicable.

The City will endeavor to provide a decision on projects within the 120 day approvals timeframe established by Industry Canada. The approval timeframe will be based upon the submission of a complete application, in accordance with Industry Canada's guidelines, as amended from time to time.

## 5. Industry Canada Exclusions

- 5.01 Industry Canada has listed certain types of installations for which the proponent is exempted from consulting with the City of Kawartha Lakes and/or the public. For all installations, the General Requirements contained in Section 7 of the Radiocommunication and Broadcasting Antenna Systems (CPC-2-0-03) must still be fulfilled.

Section 6 of the Radiocommunication and Broadcasting Antenna Systems, as amended from time to time, outlines the following exclusions:

- **New Antenna Systems:** including masts, towers or other antenna-supporting structure, where the height is less than 15 metres above ground level. This exclusion does not apply to antenna systems proposed by telecommunications carriers, broadcasting undertakings, or third party tower owners;
- **Existing Antenna Systems:** where modifications are made, antennas added or the tower replaced (where the replacement is similar to the original design and location), including to facilitate sharing, provided that the total cumulative height increase is no greater than 25% of the height of the initial antenna system installation that existed prior to the initial date of this policy. No increase in height may occur within one year of completion of the initial construction. This exclusion does not apply to antenna systems using purpose built antenna supporting structures with a height of less than 15 metres above ground level operated by telecommunications carriers, broadcasting undertakings, or third party tower owners;

- **Non-Tower Structure:** antennas on buildings, water towers, lamp posts, etc. provided that the height above ground of the non-tower structure, exclusive of appurtenances, is not increased by more than 25%;
- **Temporary Antenna Systems:** used for special events or emergency operations and must be removed within three (3) months after the start of the emergency or special event;
- **Maintenance:** of existing radio apparatus including the antenna system, transmission line, mast, tower or other antenna-supporting structure; and
- **Maintenance:** of an antenna system's painting or lighting in order to comply with Transport Canada's requirements;

Height is measured from the lowest ground level at the base, including the foundation, to the tallest point of the antenna system. This may include an antenna, lightning rod, aviation obstruction lighting or some other appurtenance. Any attempt to artificially reduce the height (addition of soil, aggregate, etc.) will not be included in the calculation or measurement of the height of the antenna system.

Individual circumstances vary with each antenna system installation and modification, and the exclusion criteria above should be applied in consideration of local circumstances. Consequently, it may be prudent for the proponents to consult the local Land-use Authority and the public even though the proposal meets an exclusion noted above. Therefore, when applying the criteria for exclusion, proponents should consider such things as:

- the antenna system's physical dimensions, including the antenna, mast, and tower, compared to the local surroundings;
- the location of the proposed antenna system on the property and its proximity to neighbouring residents;
- the likelihood of an area being a community-sensitive location; and
- Transport Canada's marking and lighting requirements for the proposed structure.

Proponents who are not certain if their proposed structure is excluded, or whether consultation may still be prudent, are advised to contact Industry Canada for guidance.

## Revision History:

Proposed Date of Review:

<b>Revision</b>	<b>Date</b>	<b>Description of Changes</b>	<b>Requested By</b>
0.0	01/20/2021	Updated Policy Template	

Council Policy No.:	CP2018-014
Council Policy Name:	Telecommunications and Antenna System Siting Policy
Date Approved by Council:	May 22, 2012
Date revision approved by Council:	May 22, 2018
Related SOP, Management Directive, Council Policy, Forms	

## Policy Statement and Rationale:

The purpose of the Telecommunications and Antenna System Siting Policy is to provide proponents with a clear set of policies and procedures for the installation of new telecommunications Facilities and Towers within the City of Kawartha Lakes (the "City"). The goals and objectives of the policies are designed to:

- promote a wireless telecommunications system within the City that provides appropriate service and capacity levels to business, emergency services, and residents;
- encourage site selection that minimizes the number of tower locations and their visual impact on the surrounding landscape;
- discourage site selection within or adjacent to sensitive environmental features;
- provide for public input to the approvals process for area residents as prescribed by Innovation, Science, and Economic Development (ISED) Canada (formerly Industry Canada) and/or when a proposal does not meet the requirements established by this policy; and,
- provide development and locational criteria and requirements for new telecommunications towers.

## Scope:

Telecommunication systems are regulated and approved by the federal government under the jurisdiction of IndustryISED Canada, and as such, are not subject to municipal

official plan policies and zoning regulations established under the Planning Act. Notwithstanding, ~~Industry~~ISED Canada still requires ~~p~~Proponents to contact the local Land-use Authority (~~LUA~~) as a part of the consultation process, and to ~~schedule complete~~ a public ~~information session~~consultation for area residents. Proponents are encouraged to present their proposals for preconsultation and review to ensure that requirements of both the City and relevant external agencies are addressed. ~~Industry~~ISED Canada requires ~~p~~Proponents to receive concurrence from the local ~~LUA and use Authority~~ prior to commencing construction of any new ~~t~~Telecommunications ~~f~~Facility which is not exempted from the consultation process.

Accordingly, ~~p~~Proponents of ~~t~~Telecommunication ~~systems~~Facilities within the City of ~~Kawartha Lakes (the "City")~~ are required to submit two consecutive applications for consideration:

- a) A Preconsultation Application with the necessary review fee and materials for internal circulation and review (in accordance with the requirements of Section 4.01); and
- b) a formal ~~t~~Telecommunications ~~tower~~Facility review application with the necessary review fees and supplementary materials identified through the Preconsultation for approvalthe purposes of receiving municipal concurrence with the proposal (in accordance with the requirements of Section 4.02).

~~Planning staff will then circulate the Preconsultation Application to the Preconsultation Committee in accordance with Section 4.01 of this Policy, and provide to the Proponent a list of submission requirements along with any preliminary comments to be addressed as part of a formal Telecommunications Facility review application. The Proponent may prepare and submit the formal Telecommunications Facility review application package upon receipt of the identified submission requirements (typically this will consist of a final Preconsultation Report with attached checklist).~~

Planning staff will circulate the Telecommunications Facility review application for review to City departments and external agencies in accordance with Section 5.044.02 of this pPolicy, and will present a report and recommendation to City Council for consideration. Upon completion of the review process (Sections 4.02 and 4.03 together), the City will provide a letter to ISED Canada and the Proponent identifying either concurrence of the proposal (with a list of conditions), or alternatively, non-concurrence with the proposal. Should the City and the proponent not be able to reach consensus on a proposal (non-concurrence), ~~Industry~~ISED Canada may intervene in an attempt to settle the impasse.

## Policy:

### 1. Definitions:

**Alternative ~~t~~Tower ~~s~~Structures:** shall mean man-made support structures that camouflage or conceal the presence of ~~a~~Antennas or towers such as flagpoles, clock towers, church steeples, street lights, artificial trees and other everyday features. This definition shall not include towers supported by guyed wires.

**Antenna:** shall mean an exterior transmitting device – or group of devices – used to receive and/or to transmit radio-frequency (RF) signals, microwave signals, or other federally-licensed communications energy transmitted from, or to be received by, other Antennas device for transmitting and receiving electromagnetic waves, wireless communications signals or other communication signals.

**Antenna System:** shall mean an ~~a~~Antenna, and some sort of supporting structure, normally a tower may include a supporting tower, mast or other supporting structure, and an Equipment Shelter. There are two most common types of Antenna Systems:

a) Freestanding Antenna System: a structure (e.g. tower or mast) built from the ground for the expressed purpose of hosting an Antenna System or Antenna Systems;

a)b) Building/Structure-Mounted Antenna System: an Antenna System mounted on an existing non-tower structure, which could include a building wall or rooftop, a light standard, water tower, utility pole or other similar device.

**Application, Contested:** shall mean a Telecommunications Facility concurrence application where one or more outstanding issues have been identified and not resolved.

**Application, Uncontested:** shall mean a Telecommunications Facility concurrence application where there are no agency, department or public concerns outstanding.

**City:** shall mean the various Departments of ~~t~~The Corporation of the City of Kawartha Lakes, and including the various Departments and Divisions thereof.

**Co-location:** shall mean the placement of one or more antenna on the same telecommunications tower or alternative tower structuresAntennas and equipment operated by one or more Proponents on a telcommunication Antenna System operated by a different Proponent, thereby creating a shared facility.

**Community Sensitive Locations:** shall mean land on which the siting of new Antenna Systems is discouraged, or requested to be subject to greater consultation than

otherwise dictated by the standard Policy, and includes lands designated or zoned for environmental protection or a Residential Area.

**Director:** shall mean the Director of Development Services, or an alternate.

**Equipment Shelter:** shall mean a structure containing equipment necessary to transmit and receive signals.

**Land-use Authority (LUA):** shall mean representatives of the Corporation of the City of Kawartha Lakes, including City Council and staff.

**Proponent:** shall mean ~~the land owner and/or a company~~ or organization that is proposing the construction of an antenna or telecommunications system to site an Antenna System (including contractors undertaking work for Telecommunications Carriers and third-party tower owners) for the purposes of providing commercial or private telecommunications services, exclusive of personal or household users.

**Residential Area:** shall mean lands used or zoned to permit residential uses, and including mixed uses (i.e. where commercial uses are permitted at-grade with residential apartments above)

**Telecommunications Carrier:** shall mean a person who owns or operates a transmission facility used by that person or another person to provide telecommunications services to the public for compensation.

**Telecommunications Facilities:** shall mean the same as an Antenna System as defined above the physical antenna and tower (antenna system), and including the base; all mechanical and support components of the tower; and any associated equipment shelters.

**Telecommunications Towers:** shall mean structures designed and constructed to support one or more antennas, including but not limited to lattice towers, monopoles and guyed towers.

## **2. Site Selection Criteria**

### **2.01 Preferred Methods for Additional Capacity**

The installation of new ~~t~~Telecommunications ~~f~~Facilities is generally discouraged unless all other options for ~~e~~Co-location within the carrier's search area have been explored and are not considered to be technically viable. The preferred methods of achieving additional capacity are:

- a) ~~e~~Co-location of ~~a~~Antennas on existing towers or structures within the City or within adjacent municipalities;



- b) location of new ~~Telecommunications~~ ~~Facilities~~ on publicly owned lands and/or buildings;
- c) use of ~~Alternative~~ ~~Tower~~ ~~Structures~~ that are less obtrusive;
- d) clustering of new towers adjacent to existing ~~Telecommunications~~ ~~Facilities~~; and,
- e) location of new ~~Telecommunications~~ ~~Facilities~~ on hydro transmission towers or within or adjacent to existing hydro transmission corridors.

## 2.02 Site Selection Criteria

Telecommunications ~~Facilities~~ should be located in a manner which minimizes their overall impact on the community. The following site selection criteria will be applied to the proposed location of any new telecommunication facility.

- a) New ~~Telecommunications~~ ~~Towers~~ should be encouraged in more sparsely populated areas within the City's limits;
- b) The distance between new ~~Telecommunications~~ ~~Towers~~ and existing and future ~~Residential~~ ~~Areas~~; community and institutional uses; historical downtown areas; and waterfront areas should be maximized;
- c) New telecommunications towers should generally be set back a minimum of 120 metres, or three times the tower height, whichever is greater, from any lands designated or zoned for residential uses and/or schools;
- d) ~~Alternative~~ ~~Tower~~ ~~Structures~~ are recommended to be implemented for new tower locations within and/or surrounding a settlement area, as identified in the City's ~~of Kawartha Lakes~~ land use planning documents, and shall be designed to achieve the City's urban design objectives;
- e) There shall be no negative impact on significant natural features or hazard land areas. New ~~Telecommunications~~ ~~Tower~~ installations will not be permitted in areas which are designated and/or zoned as environmentally sensitive areas; shall be outside of natural heritage features as identified by the Province; and shall be setback a minimum of 30 metres from a waterbody or watercourse;
- f) New telecommunications towers should be set back a minimum of ~~50~~14 metres plus the height of the tower from a property line fronting Provincial Highways; 30 metres from a property line fronting arterial, collector or local municipal roads; and 15 metres from all other property lines. The setback

shall be measured from the base of the ~~t~~Telecommunication ~~f~~Facility (the tower or the guyed wires, whichever is greater);

- g) Terminal vistas from existing and future roads and areas of topographical prominence ~~will~~should be avoided. Where a ~~t~~Telecommunications ~~t~~Tower in these areas is necessary, ~~a~~Alternative ~~t~~Tower ~~s~~Structures in conjunction with the lowest possible height shall be used by the ~~p~~Proponent;
- h) Locations and heights where Transport Canada will require lighting on the tower should be avoided, unless it is necessary for technical reasons, or to facilitate future Co-location opportunities. When lighting is required by Transport Canada, the City requests that any required night lighting shall not consist of any white flashing strobe lights;
- i) Telecommunication ~~f~~Facilities shall not be permitted on lands ~~without~~which do not front on and/or have direct access from an open and maintained municipal road. Telecommunication Facilities shall not be permitted on or or within an ~~unopened~~unimproved, unmaintained road allowance; and
- j) Advertising shall not be permitted on any ~~t~~Telecommunications ~~f~~Facility.

### **3. Site Development Criteria**

#### **3.01 New Telecommunications Facilities**

The following site development criteria shall be considered in the design and layout of new ~~t~~Telecommunications ~~f~~Facilities:

- a) Trees and shrubs shall be planted around the perimeter fencing and the guy wire bases to mitigate the visual impact of the tower and ~~e~~Equipment ~~s~~Shelter, where they are visible from the municipal road. Where vegetation planting is not possible (such as on paved sites in urban areas), consideration will be given to alternative methods of screening;
- b) Identification signage of the carrier(s), measuring 0.5 square metres or less may be permitted on the ~~e~~Equipment ~~s~~Shelter or perimeter fencing;
- c) Where ~~a~~Alternative ~~t~~Tower ~~s~~Structures are not feasible, ~~t~~Telecommunication ~~t~~Towers and ~~e~~Equipment ~~s~~Shelters shall blend in with the predominant colour of the surrounding area, subject to any Transport Canada requirements;

- d) Security lighting required for the shelter or base area as well as the driveway shall meet the Illuminating Engineering Society of North America (IESNA) lighting guidelines and utilize full cut-off lighting fixtures.

### 3.02 Roof top Antennas or Existing Structures

When locating ~~t~~Telecommunications ~~f~~Facilities on roof tops or existing structures, and notwithstanding ~~ISED~~Industry Canada exemptions from local ~~Land-use Authority~~~~LUA~~ review of ~~t~~Telecommunications ~~t~~Towers less than 15 metres in height, the City requests compliance by carriers to minimize the visual impacts of such ~~f~~Facilities by considering the following design techniques:

- a) Alternative ~~t~~Tower ~~s~~Structures should be utilized where possible;
- b) The City encourages these types of installations on commercial and industrial buildings with larger roof areas to minimize the aesthetic views of these facilities;
- c) The overall height of new roof top ~~a~~Antennae should be minimized and should not project beyond the vertical projection of the building;
- d) Equipment ~~s~~Shelters on roof tops should be set back a minimum of 3 metres from the edge of the roof;
- e) The colour and architectural style of the ~~a~~Antenna and ~~e~~Equipment ~~s~~Shelter shall blend in with the building or structure; and
- f) The City will encourage residential buildings greater than 6 storeys in height to be pre-designed to accommodate ~~t~~Telecommunication ~~f~~Facilities.

### 3.03 Decommissioning or End of Lease

Telecommunication ~~e~~Carriers shall be ~~encouraged~~required to remove ~~f~~Facilities that have not been in use for six months or more, within 90 days of the end of the six month period. The Telecommunication Carriers shall advise the City in writing of the termination of a lease agreement between the Carrier and a property owner.

Alternatively, another Telecommunication Carrier can enter into a new lease agreement with the landowner to take over carriage of the Telecommunications Facility. The new Carrier shall enter into an amending Development Agreement with the City.

## 4. Consultation Process

### 4.01 Municipal Preconsultation Process

Proponents proposing a new ~~†~~Telecommunications ~~†~~Tower shall submit an application to the City's Preconsultation Committee for department and agency circulation and review. This process will provide information and guidance from all necessary review agencies on site selection, land use compatibility, environmental constraints, visual concerns, and compliance with the requirements of this policy. Abutting upper-tier and lower-tier municipalities will be circulated where a proposal is on a property that is located within 200 metres of the abutting municipality, or three times the tower height taken from the base of the tower or guyed wires, whichever is greater.

### 4.02 Telecommunications Facility Review Application Process for Concurrence

Upon completion of the Preconsultation with the City, if the Proponent wishes to pursue concurrence of the proposed tower, the A pProponent proposing a new ~~†~~Telecommunications ~~†~~Tower, roof top structure, or change to an existing ~~†~~Telecommunications ~~f~~Facility is required to submit a ~~†~~Telecommunications ~~f~~Facility review application ~~for approval by~~ to the Development Services Department – Planning Division for review and concurrence. These applications will **not** be processed in accordance with Section 41 of the Planning Act. Application fees are payable with submission of an application as prescribed in the City's approved Planning Application Fees.

Once the Planning Division has reviewed the application and is ready to provide a recommendation to Council in support the proposal, a draft telecommunications facility agreement and conditions of approval will be prepared ~~has deemed it complete, it will be circulated to only the relevant City departments and external agencies identified as interested parties through the final Preconsultation comments. This process can be completed concurrent with the Public Consultation process identified in Section 4.03. Upon completion of the Public Consultation process, the Proponent is required to submit a Public Consultation Summary Report, outlining how they have fulfilled the mandated ISED Canada circulation, and identifying any comments received and any issues not resolved.~~

Upon completion of the internal circulation and the submission of the Public Consultation Summary Report, the application will either be processed as an Uncontested Application or a Contested Application.

#### Uncontested Applications

The Director is the delegated authority to process applications which are not contested (i.e. supported by all relevant departments and external agencies, and

with no public concerns outstanding). In this instance, a draft Telecommunications Facility Development Agreement will be prepared for review and execution by the Proponent, the Owner, and the City. Once the Development Agreement has been executed (signed by the Owner, Facility Provider and the City), the Director will prepare a letter of concurrence to be sent to ISED Canada and copied to the Proponent.

#### Council Endorsement Contested Applications

Once the Planning Division has reviewed the application and is ready to provide a recommendation to Council on the proposal, a report will be forwarded to Council with a rationale and recommendations for expressing either support for or opposition to the proposal request for concurrence. The report will also contain any relevant conditions of endorsement concurrence, and a draft Telecommunications Facility Development Agreement. Council will make a decision on the proposal, and a formal resolution will be forwarded to the proponent; Industry the Director will prepare a letter of concurrence or non-concurrence to be sent to ISED Canada; and copied to the Proponent the Member of Parliament once the telecommunications facility agreement is completed, where applicable. The letter will contain a formal resolution by Council, a copy of the Council Report, and any other relevant information.

For all Telecommunications Facility review applications, The City will endeavor to provide a decision on projects within the 120 day approvals timeframe established by Industry ISED Canada. The approval timeframe will be based upon the submission of a complete Telecommunications Facility review application, in accordance with Industry ISED Canada's guidelines, as amended from time to time. The 120 day approvals timeframe starts with the submission of a complete Telecommunications Facility review application.

#### 4.03 Public Consultation Process

Industry ISED Canada provides LUAs and-use Authorities with two (2) options for undertaking a public consultation process as part of a proposal to construct new Telecommunications Facilities:

- The City can include a public consultation process as part of this Policy protocol, whereby it determines its level of participation in the process; or
- Alternatively, the pProponent is required to adhere to Industry ISED Canada's default public consultation process contained in Section 4.2 of the Radiocommunication and Broadcasting Antenna Systems 'Client Procedures

Circular' (CPC-2-0-03, as amended from time to time) should the City not adopt a separate process in this Policy protocol.

While IndustryISED Canada permits the LUAand-use Authority (City) to develop its own public consultation process, the City has opted for the alternate option: a pProponent-lead public consultation process in accordance with IndustryISED Canada's policies. The City will require the pProponent to provide a record of the public consultation process, including comments provided by the public as well as the eCarrier's response to those public comments, as part of their application for approvalconcurrence with the City. Notwithstanding the IndustryISED Canada notification requirements to adjacent properties, the City will request that all property owners within 60 metres in Urban areas and 120 metres elsewhere, or three times the tower height as measured from the base of the tower or guyed wires, whichever is greater, are notified of the proposal. All residents that required notification will also be notified when a recommendation will be forwarded to Council for consideration.

### **Applications for New Telecommunications Facilities**

An application for a new tTelecommunications fFacility will require the following information to be submitted to the Planning Division:

- a) A completed application form and covering letter. In the absence of a Telecommunications Facility application form, the Proponent may use a copy of the City's Site Plan application form as an alternate, and provide only the relevant information to be considered;
- b) A Tower Justification ~~#~~Report from the proponent detailing a thorough investigation relating to the sharing (~~e~~Co-location) of infrastructure and the use of existing structures in proximity offer the proposed infrastructure Telecommunications Facility. Should the proposal not be able to ~~e~~Co-locate or utilize existing structures, a detailed reasoning for the location of a new ~~a~~Antenna is required. Alternatives shall be explored in the Tower justification ~~#~~Report as well. Justification for the proposed height shall be required, and any lighting requirements should be identified. The proposed tower should explore the ability to allow for future Co-location opportunities and be designed to accommodate additional future Carriers, where practical;
- c) A detailed site plan prepared by an Ontario Land Surveyor (OLS) or Professional Engineer (P.Eng.) illustrating the proposed installation~~shall be provided~~. The site plan shall include:
  - o a key map;

- the location of the proposed tower;
- property lines;
- existing and proposed site grading details;
- existing and proposed structures; ~~proposed structures~~;
- landscaping (if required for screening);
- entrance details, access, ~~and~~ driveways, and parking; and
- setbacks from all nearby environmental features and property lines, including confirmation of compliance with any setbacks required under Section 32.02 of this Policy protocol;

~~e)~~d) Information on security lighting where proposed;

~~d)~~e) A map of the surrounding area illustrating all setbacks from adjacent property lines, setbacks to the nearest residential, community facility and/or institutional uses, and setbacks to areas with residential, community facility and/or institutional zoning;

f) Stamped engineered drawings of the proposed telecommunications facility;

~~e)~~g) A cost estimate of the required securities for the proposed works, identifying the value for landscaping;

~~f)~~h) Pictures of the proposed site, including photo renderings showing what the proposed tower will look like taken from various vantage points; and

~~g)~~i) Authorization from the owner of the land.

### **Applications for Roof Top or Existing Structures**

An application for new ~~t~~Ielecommunication ~~f~~Eacilities on roof tops or existing structures, requiring consultation with the City by ~~Industry~~ISED Canada, will include the following information to be submitted to the Planning Division;

- a) A statement from the proponent on the need for any increase in proposed tower height if applicable;
- b) A plan showing the location of the proposed ~~a~~Antenna and associated ~~f~~Eacilities on the roof top or structure;



- c) Two sets of stamped engineered drawings that identify the ~~a~~Antenna and associated ~~f~~Facilities to be constructed on the building roof top or structure and any other information required by the Building Division;
- d) Upon review of the site plan, the Planning Division may require the carriers to submit pictures of the building or structure with the proposed ~~a~~Antenna and ~~e~~Equipment ~~s~~Shelter superimposed on the picture from four directions; north, south, east and west; and
- e) Demonstrated conformity with Section ~~43~~.02 of this policy.

### Applications to Alter Existing Facilities

Where modifications to the site are proposed to non-exempt classes of ~~t~~Telecommunications ~~f~~Facilities, an amendment to a Development Agreement may be required. ~~which~~Non-exempt classes may include, but not be limited to, an increase in the height of the ~~t~~Tower in excess of 25%, or the ~~additional of new~~ eEquipment sShelters or entrances, ~~an amendment to an agreement may be required.~~ Submission requirements to the Planning Division will be determined in consultation with the proponent.

### ~~5.03 Public Consultation Process~~

~~Industry Canada provides Land use Authorities with two (2) options for undertaking a public consultation process as part of a proposal to construct new telecommunications facilities:~~

- ~~• The City can include a public consultation process as part of this protocol, whereby it determines its level of participation in the process; or~~
- ~~• Alternatively, the proponent is required to adhere to Industry Canada's default public consultation process contained in Section 4.2 of the Radiocommunication and Broadcasting Antenna Systems (CPC 2-0-03, as amended from time to time) should the City not adopt a separate process in this protocol.~~

~~While Industry Canada permits the Land use Authority (City) to develop its own public consultation process, the City has opted for a proponent lead public consultation process in accordance with Industry Canada's policies. The City will require the proponent to provide a record of the public consultation process, including comments provided by the public as well as the carrier's response to those public comments, as part of their application for approval with the City. Notwithstanding the Industry Canada notification requirements to adjacent properties, the City will request that all property owners within 120 metres, or three times the tower height as measured from the base of the tower, whichever~~



~~is greater, are notified of the proposal. All residents that required notification will also be notified when a recommendation will be forwarded to Council for consideration.~~

#### 4.04 Endorsement Process

##### Telecommunications Facility Development Agreement

A ~~†~~Telecommunications ~~f~~Facility Development Agreement (Development Agreement) will be required for the construction of a new ~~†~~Telecommunications ~~f~~Facility as well as a new roof top ~~e~~Equipment ~~s~~Shelter or a new ~~e~~Equipment ~~s~~Shelter necessary to accommodate ~~e~~Co-location of the ~~a~~Antenna not exempted by ~~ISED~~Industry Canada. The Development Agreement shall be signed by the landowner and ~~†~~Telecommunications ~~e~~Carrier but will not be registered on title. The agreement will contain provisions relating to the following matters:

- a) Site and grading plan drawings;
- b) Lighting information;
- c) Building and entrance permits as required;
- d) Security deposits for site works and mechanisms for their release;
- e) Road widenings and easements as required;
- f) A commitment to remove all structures upon expiration of the lease or use of tower;
- g) A commitment to accommodate other carriers on site where feasible; and
- h) Other conditions as required by the City.

~~Once the Planning Division has reviewed the application and is ready to provide a recommendation to Council in support the proposal, a draft telecommunications facility agreement and conditions of approval will be prepared.~~

##### Council Endorsement

~~Once the Planning Division has reviewed the application and is ready to provide a recommendation on the proposal, a report will be forwarded to Council with a rationale and recommendations for expressing either support or opposition to the proposal. The report will also contain conditions of endorsement and a draft telecommunications facility agreement. Council will make a decision on the proposal and a formal resolution will be forwarded to the proponent; Industry~~

~~Canada; and the Member of Parliament once the telecommunications facility agreement is completed, where applicable.~~

~~The City will endeavor to provide a decision on projects within the 120-day approvals timeframe established by Industry Canada. The approval timeframe will be based upon the submission of a complete application, in accordance with Industry Canada's guidelines, as amended from time to time.~~

## 5. ~~Industry~~SED Canada Exclusions

- 5.01 ~~Industry~~SED Canada has listed certain types of installations for which the proponent is exempted from consulting with the City ~~of Kawartha Lakes~~ and/or the public. For all installations, the General Requirements contained in Section 7 of the Radiocommunication and Broadcasting Antenna Systems (CPC-2-0-03) must still be fulfilled.

Section 6 of the Radiocommunication and Broadcasting Antenna Systems, as amended from time to time, outlines the following exclusions:

- **New Antenna Systems:** including masts, towers or other antenna-supporting structure, where the height is less than 15 metres above ground level. This exclusion does not apply to antenna systems proposed by ~~t~~Telecommunications ~~e~~Carriers, broadcasting undertakings, or third party tower owners;
- **Existing Antenna Systems:** where modifications are made, antennas added or the tower replaced (where the replacement is similar to the original design and location), including to facilitate sharing, provided that the total cumulative height increase is no greater than 25% of the height of the initial antenna system installation that existed prior to the initial date of this policy. No increase in height may occur within one year of completion of the initial construction. This exclusion does not apply to antenna systems using purpose built antenna supporting structures with a height of less than 15 metres above ground level operated by ~~t~~Telecommunications ~~e~~Carriers, broadcasting undertakings, or third party tower owners;
- **Non-Tower Structure:** ~~a~~Antennas on buildings, water towers, lamp posts, etc. provided that the height above ground of the non-tower structure, exclusive of appurtenances, is not increased by more than 25%;
- **Temporary Antenna Systems:** used for special events or emergency operations and must be removed within three (3) months after the start of the emergency or special event;

- **Maintenance:** of existing radio apparatus including the [aAntenna sSystem](#), transmission line, mast, tower or other [aAntenna](#)-supporting structure; and
- **Maintenance:** of an [aAntenna](#) system's painting or lighting in order to comply with Transport Canada's requirements.

Height is measured from the lowest ground level at the base, including the foundation, to the tallest point of the antenna system. This may include an [aAntenna](#), lightning rod, aviation obstruction lighting or some other appurtenance. Any attempt to artificially reduce the height (addition of soil, aggregate, etc.) will not be included in the calculation or measurement of the height of the [aAntenna sSystem](#).

Individual circumstances vary with each [aAntenna sSystem](#) installation and modification, and the exclusion criteria above should be applied in consideration of local circumstances. Consequently, it may be prudent for the proponents to consult the local [LUALand-use Authority](#) and the public even though the proposal meets an exclusion noted above. Therefore, when applying the criteria for exclusion, proponents should consider such things as:

- the [aAntenna sSystem](#)'s physical dimensions, including the [aAntenna](#), mast, and tower, compared to the local surroundings;
- the location of the proposed [aAntenna sSystem](#) on the property and its proximity to neighbouring residents;
- the likelihood of an area being a [eCommunity-sSensitive lLocation](#); and
- Transport Canada's marking and lighting requirements for the proposed structure.

Proponents who are not certain if their proposed structure is excluded, or whether consultation may still be prudent, are advised to contact [IndustryISED](#) Canada for guidance.

## Revision History:

Proposed Date of Review:

Revision	Date	Description of Changes	Requested By
0.0	01/20/2021	Updated Policy Template	



Council Policy No.:	CP2018-014
Council Policy Name:	Telecommunications and Antenna System Siting Policy
Date Approved by Council:	May 22, 2012
Date revision approved by Council:	May 22, 2018
Related SOP, Management Directive, Council Policy, Forms	

### Policy Statement and Rationale:

The purpose of the Telecommunications and Antenna System Siting Policy is to provide Proponents with a clear set of policies and procedures for the installation of new Telecommunications Facilities and Towers within the City of Kawartha Lakes (the "City"). The goals and objectives of the policies are designed to:

- promote a wireless telecommunications system within the City that provides appropriate service and capacity levels to business, emergency services, and residents;
- encourage site selection that minimizes the number of tower locations and their visual impact on the surrounding landscape;
- discourage site selection within or adjacent to sensitive environmental features;
- provide for public input to the approvals process for area residents as prescribed by Innovation, Science, and Economic Development (ISED) Canada (formerly Industry Canada) and/or when a proposal does not meet the requirements established by this policy; and
- provide development and locational criteria and requirements for new telecommunications towers.

### Scope:

Telecommunication systems are regulated and approved by the federal government under the jurisdiction of ISED Canada, and as such, are not subject to municipal official

plan policies and zoning regulations established under the Planning Act. Notwithstanding, ISED Canada still requires Proponents to contact the local Land-use Authority (LUA) as a part of the consultation process, and to complete a public consultation for area residents. Proponents are encouraged to present their proposals for preconsultation and review to ensure that requirements of both the City and relevant external agencies are addressed. ISED Canada requires Proponents to receive concurrence from the local LUA prior to commencing construction of any new Telecommunications Facility which is not exempted from the consultation process.

Accordingly, Proponents of Telecommunication Facilities within the City are required to submit two **consecutive** applications for consideration:

- a) A Preconsultation Application with the necessary review fee and materials for internal circulation and review (in accordance with the requirements of Section 4.01); and
- b) A formal Telecommunications Facility review application with the necessary review fees and supplementary materials identified through the Preconsultation for the purposes of receiving municipal concurrence with the proposal (in accordance with the requirements of Section 4.02).

Planning staff will circulate the Preconsultation Application to the Preconsultation Committee in accordance with Section 4.01 of this Policy, and provide to the Proponent a list of submission requirements along with any preliminary comments to be addressed as part of a formal Telecommunications Facility review application. The Proponent may prepare and submit the formal Telecommunications Facility review application package upon receipt of the identified submission requirements (typically this will consist of a final Preconsultation Report with attached checklist).

Planning staff will circulate the Telecommunications Facility review application to City departments and external agencies in accordance with Section 4.02 of this Policy. Upon completion of the review process (Sections 4.02 and 4.03 together), the City will provide a letter to ISED Canada and the Proponent identifying either concurrence of the proposal (with a list of conditions), or alternatively, non-concurrence with the proposal. Should the City and the proponent not be able to reach consensus on a proposal (non-concurrence), ISED Canada may intervene in an attempt to settle the impasse.

## **Policy:**

### **1. Definitions:**

**Alternative Tower Structures:** shall mean man-made support structures that camouflage or conceal the presence of Antennas or towers such as flagpoles, clock

towers, church steeples, street lights, artificial trees and other everyday features. This definition shall not include towers supported by guyed wires.

**Antenna:** shall mean an exterior transmitting device – or group of devices – used to receive and/or to transmit radio-frequency (RF) signals, microwave signals, or other federally-licensed communications energy transmitted from, or to be received by, other Antennas.

**Antenna System:** shall mean an Antenna, and may include a supporting tower, mast or other supporting structure, and an Equipment Shelter. There are two most common types of Antenna Systems:

- a) Freestanding Antenna System: a structure (e.g. tower or mast) built from the ground for the expressed purpose of hosting an Antenna System or Antenna Systems;
- b) Building/Structure-Mounted Antenna System: an Antenna System mounted on an existing non-tower structure, which could include a building wall or rooftop, a light standard, water tower, utility pole or other similar device.

**Application, Contested:** shall mean a Telecommunications Facility concurrence application where one or more outstanding issues have been identified and not resolved.

**Application, Uncontested:** shall mean a Telecommunications Facility concurrence application where there are no agency, department or public concerns outstanding.

**City:** shall mean The Corporation of the City of Kawartha Lakes, and including the various Departments and Divisions thereof.

**Co-location:** shall mean the placement of Antennas and equipment operated by one or more Proponents on a telecommunication Antenna System operated by a different Proponent, thereby creating a shared facility.

**Community Sensitive Locations:** shall mean land on which the siting of new Antenna Systems is discouraged, or requested to be subject to greater consultation than otherwise dictated by the standard Policy, and includes lands designated or zoned for environmental protection or a Residential Area.

**Director:** shall mean the Director of Development Services, or an alternate.

**Equipment Shelter:** shall mean a structure containing equipment necessary to transmit and receive signals.

**Land-use Authority (LUA):** shall mean representatives of the Corporation of the City of Kawartha Lakes, including City Council and staff.

**Proponent:** shall mean a company or organization proposing to site an Antenna System (including contractors undertaking work for Telecommunications Carriers and third-party tower owners) for the purposes of providing commercial or private telecommunications services, exclusive of personal or household users.

**Residential Area:** shall mean lands used or zoned to permit residential uses, and including mixed uses (i.e. where commercial uses are permitted at-grade with residential apartments above)

**Telecommunications Carrier:** shall mean a person who owns or operates a transmission facility used by that person or another person to provide telecommunications services to the public for compensation.

**Telecommunications Facilities:** shall mean the same as an Antenna System as defined above.

**Telecommunications Towers:** shall mean structures designed and constructed to support one or more antennas, including but not limited to lattice towers, monopoles and guyed towers.

## **2. Site Selection Criteria**

### **2.01 Preferred Methods for Additional Capacity**

The installation of new Telecommunications Facilities is generally discouraged unless all other options for Co-location within the carrier's search area have been explored and are not considered to be technically viable. The preferred methods of achieving additional capacity are:

- a) Co-location of Antennas on existing towers or structures within the City or within adjacent municipalities;
- b) location of new Telecommunications Facilities on publicly owned lands and/or buildings;
- c) use of Alternative Tower Structures that are less obtrusive;
- d) clustering of new towers adjacent to existing Telecommunications Facilities; and



- e) location of new Telecommunications Facilities on hydro transmission towers or within or adjacent to existing hydro transmission corridors.

## 2.02 Site Selection Criteria

Telecommunications Facilities should be located in a manner which minimizes their overall impact on the community. The following site selection criteria will be applied to the proposed location of any new telecommunication facility.

- a) New Telecommunications Towers should be encouraged in more sparsely populated areas within the City's limits;
- b) The distance between new Telecommunications Towers and existing and future Residential Areas; community and institutional uses; historical downtown areas; and waterfront areas should be maximized;
- c) New telecommunications towers should generally be set back a minimum of 120 metres, or three times the tower height, whichever is greater, from any lands designated or zoned for residential uses and/or schools;
- d) Alternative Tower Structures are recommended to be implemented for new tower locations within and/or surrounding a settlement area, as identified in the City's land use planning documents, and shall be designed to achieve the City's urban design objectives;
- e) There shall be no negative impact on significant natural features or hazard land areas. New Telecommunications Tower installations will not be permitted in areas which are designated and/or zoned as environmentally sensitive areas; shall be outside of natural heritage features as identified by the Province; and shall be setback a minimum of 30 metres from a waterbody or watercourse;
- f) New telecommunications towers should be set back a minimum of 14 metres plus the height of the tower from a property line fronting Provincial Highways; 30 metres from a property line fronting arterial, collector or local municipal roads; and 15 metres from all other property lines. The setback shall be measured from the base of the Telecommunication Facility (the tower or the guyed wires, whichever is greater);
- g) Terminal vistas from existing and future roads and areas of topographical prominence should be avoided. Where a Telecommunications Tower in these areas is necessary, Alternative Tower Structures in conjunction with the lowest possible height shall be used by the Proponent;

- h) Locations and heights where Transport Canada will require lighting on the tower should be avoided, unless it is necessary for technical reasons, or to facilitate future Co-location opportunities. When lighting is required by Transport Canada, the City requests that any required night lighting shall not consist of any white flashing strobe lights;
- i) Telecommunication Facilities shall not be permitted on lands which do not front on and/or have direct access from an open and maintained municipal road. Telecommunication Facilities shall not be permitted on or within an unimproved, unmaintained road allowance; and
- j) Advertising shall not be permitted on any Telecommunications Facility.

### **3. Site Development Criteria**

#### **3.01 New Telecommunications Facilities**

The following site development criteria shall be considered in the design and layout of new Telecommunications Facilities:

- a) Trees and shrubs shall be planted around the perimeter fencing and the guy wire bases to mitigate the visual impact of the tower and Equipment Shelter, where they are visible from the municipal road. Where vegetation planting is not possible (such as on paved sites in urban areas), consideration will be given to alternative methods of screening;
- b) Identification signage of the carrier(s), measuring 0.5 square metres or less may be permitted on the Equipment Shelter or perimeter fencing;
- c) Where Alternative Tower Structures are not feasible, Telecommunication Towers and Equipment Shelters shall blend in with the predominant colour of the surrounding area, subject to any Transport Canada requirements;
- d) Security lighting required for the shelter or base area as well as the driveway shall meet the Illuminating Engineering Society of North America (IESNA) lighting guidelines and utilize full cut-off lighting fixtures.

#### **3.02 Roof top Antennas or Existing Structures**

When locating Telecommunications Facilities on roof tops or existing structures, and notwithstanding ISED Canada exemptions from local LUA review of Telecommunications Towers less than 15 metres in height, the City requests

compliance by carriers to minimize the visual impacts of such Facilities by considering the following design techniques:

- a) Alternative Tower Structures should be utilized where possible;
- b) The City encourages these types of installations on commercial and industrial buildings with larger roof areas to minimize the aesthetic views of these facilities;
- c) The overall height of new roof top Antennae should be minimized and should not project beyond the vertical projection of the building;
- d) Equipment Shelters on roof tops should be set back a minimum of 3 metres from the edge of the roof;
- e) The colour and architectural style of the Antenna and Equipment Shelter shall blend in with the building or structure; and
- f) The City will encourage residential buildings greater than 6 storeys in height to be pre-designed to accommodate Telecommunication Facilities.

### 3.03 Decommissioning or End of Lease

Telecommunication Carriers shall be required to remove Facilities that have not been in use for six months or more, within 90 days of the end of the six month period. The Telecommunication Carriers shall advise the City in writing of the termination of a lease agreement between the Carrier and a property owner.

Alternatively, another Telecommunication Carrier can enter into a new lease agreement with the landowner to take over carriage of the Telecommunications Facility. The new Carrier shall enter into an amending Development Agreement with the City.

## 4. Consultation Process

### 4.01 Municipal Preconsultation Process

Proponents proposing a new Telecommunications Tower shall submit an application to the City's Preconsultation Committee for department and agency circulation and review. This process will provide information and guidance from all necessary review agencies on site selection, land use compatibility, environmental constraints, visual concerns, and compliance with the requirements of this policy. Abutting upper-tier and lower-tier municipalities will

be circulated where a proposal is on a property that is located within 200 metres of the abutting municipality, or three times the tower height taken from the base of the tower or guyed wires, whichever is greater.

#### 4.02 Telecommunications Facility Review Application Process for Concurrence

Upon completion of the Preconsultation with the City, if the Proponent wishes to pursue concurrence of the proposed tower, the Proponent proposing a new Telecommunications Tower, roof top structure, or change to an existing Telecommunications Facility is required to submit a Telecommunications Facility review application to the Development Services Department – Planning Division for review and concurrence. These applications will **not** be processed in accordance with Section 41 of the Planning Act. Application fees are payable with submission of an application as prescribed in the City's approved Planning Application Fees.

Once the Planning Division has reviewed the application and has deemed it complete, it will be circulated to only the relevant City departments and external agencies identified as interested parties through the final Preconsultation comments. This process can be completed concurrent with the Public Consultation process identified in Section 4.03. Upon completion of the Public Consultation process, the Proponent is required to submit a Public Consultation Summary Report, outlining how they have fulfilled the mandated ISED Canada circulation, and identifying any comments received and any issues not resolved.

Upon completion of the internal circulation and the submission of the Public Consultation Summary Report, the application will either be processed as an Uncontested Application or a Contested Application.

##### **Uncontested Applications**

The Director is the delegated authority to process applications which are not contested (i.e. supported by all relevant departments and external agencies, and with no public concerns outstanding). In this instance, a draft Telecommunications Facility Development Agreement will be prepared for review and execution by the Proponent, the Owner, and the City. Once the Development Agreement has been executed (signed by the Owner, Facility Provider and the City), the Director will prepare a letter of concurrence to be sent to ISED Canada and copied to the Proponent.

## **Contested Applications**

Once the Planning Division has reviewed the application and is ready to provide a recommendation to Council on the proposal, a report will be forwarded to Council with a rationale and recommendations for expressing either support for or opposition to the request for concurrence. The report will also contain any relevant conditions of concurrence, and a draft Telecommunications Facility Development Agreement. Council will make a decision on the proposal, and the Director will prepare a letter of concurrence or non-concurrence to be sent to ISED Canada and copied to the Proponent. The letter will contain a formal resolution by Council, a copy of the Council Report, and any other relevant information.

For all Telecommunications Facility review applications, the City will endeavor to provide a decision on projects within the 120 day approvals timeframe established by ISED Canada. The approval timeframe will be based upon the submission of a complete Telecommunications Facility review application, in accordance with ISED Canada's guidelines, as amended from time to time. The 120 day approvals timeframe starts with the submission of a complete Telecommunications Facility review application.

### **4.03 Public Consultation Process**

ISED Canada provides LUAs with two (2) options for undertaking a public consultation process as part of a proposal to construct new Telecommunications Facilities:

- The City can include a public consultation process as part of this Policy, whereby it determines its level of participation in the process; or
- Alternatively, the Proponent is required to adhere to ISED Canada's default public consultation process contained in Section 4.2 of the Radiocommunication and Broadcasting Antenna Systems 'Client Procedures Circular' (CPC-2-0-03, as amended from time to time) should the City not adopt a separate process in this Policy.

While ISED Canada permits the LUA to develop its own public consultation process, the City has opted for the alternate option: a Proponent-lead public consultation process in accordance with ISED Canada's policies. The City will require the Proponent to provide a record of the public consultation process, including comments provided by the public as well as the Carrier's response to those public comments, as part of their application for concurrence with the City. Notwithstanding the ISED Canada notification requirements to adjacent

properties, the City will request that all property owners within 60 metres in Urban areas and 120 metres elsewhere, or three times the tower height as measured from the base of the tower or guyed wires, whichever is greater, are notified of the proposal.

### **Applications for New Telecommunications Facilities**

An application for a new Telecommunications Facility will require the following information to be submitted to the Planning Division:

- a) A completed application form and covering letter. In the absence of a Telecommunications Facility application form, the Proponent may use a copy of the City's Site Plan application form as an alternate, and provide only the relevant information to be considered;
- b) A Tower Justification Report from the proponent detailing a thorough investigation relating to the sharing (Co-location) of infrastructure and the use of existing structures in proximity of the proposed Telecommunications Facility. Should the proposal not be able to Co-locate or utilize existing structures, a detailed reasoning for the location of a new Antenna is required. Alternatives shall be explored in the Tower Justification Report as well. Justification for the proposed height shall be required, and any lighting requirements should be identified. The proposed tower should explore the ability to allow for future Co-location opportunities and be designed to accommodate additional future Carriers, where practical;
- c) A detailed site plan prepared by an Ontario Land Surveyor (OLS) or Professional Engineer (P.Eng.) illustrating the proposed installation. The site plan shall include:
  - a key map;
  - the location of the proposed tower;
  - property lines;
  - existing and proposed site grading details;
  - existing and proposed structures;
  - landscaping (if required for screening);

- entrance details, access, driveways and parking; and
  - setbacks from all nearby environmental features and property lines, including confirmation of compliance with any setbacks required under Section 2.02 of this Policy;
- d) Information on security lighting where proposed;
  - e) A map of the surrounding area illustrating all setbacks from adjacent property lines, setbacks to the nearest residential, community facility and/or institutional uses, and setbacks to areas with residential, community facility and/or institutional zoning;
  - f) Stamped engineered drawings of the proposed telecommunications facility;
  - g) A cost estimate of the required securities for the proposed works, identifying the value for landscaping;
  - h) Pictures of the proposed site, including photo renderings showing what the proposed tower will look like taken from various vantage points; and
  - i) Authorization from the owner of the land.

### **Applications for Roof Top or Existing Structures**

An application for new Telecommunication Facilities on roof tops or existing structures, requiring consultation with the City by ISED Canada, will include the following information to be submitted to the Planning Division;

- a) A statement from the proponent on the need for any increase in proposed tower height if applicable;
- b) A plan showing the location of the proposed Antenna and associated Facilities on the roof top or structure;
- c) Two sets of stamped engineered drawings that identify the Antenna and associated Facilities to be constructed on the building roof top or structure and any other information required by the Building Division;
- d) Upon review of the site plan, the Planning Division may require the carriers to submit pictures of the building or structure with the proposed

Antenna and Equipment Shelter superimposed on the picture from four directions; north, south, east and west; and

- e) Demonstrated conformity with Section 3.02 of this policy.

### **Applications to Alter Existing Facilities**

Where modifications to the site are proposed to non-exempt classes of Telecommunications Facilities, an amendment to a Development Agreement may be required. Non-exempt classes may include but not be limited to; an increase in the height of the Tower in excess of 25%, or the addition of new Equipment Shelters or entrances. Submission requirements to the Planning Division will be determined in consultation with the proponent.

#### **4.04 Telecommunications Facility Development Agreement**

A Telecommunications Facility Development Agreement (Development Agreement) will be required for the construction of a new Telecommunications Facility as well as a new roof top Equipment Shelter or a new Equipment Shelter necessary to accommodate Co-location of the Antenna not exempted by ISED Canada. The Development Agreement shall be signed by the landowner and Telecommunications Carrier but will not be registered on title. The agreement will contain provisions relating to the following matters:

- a) Site and grading plan drawings;
- b) Lighting information;
- c) Building and entrance permits as required;
- d) Security deposits for site works and mechanisms for their release;
- e) Road widenings and easements as required;
- f) A commitment to remove all structures upon expiration of the lease or use of tower;
- g) A commitment to accommodate other carriers on site where feasible; and
- h) Other conditions as required by the City.



## 5. ISED Canada Exclusions

- 5.01 ISED Canada has listed certain types of installations for which the proponent is exempted from consulting with the City and/or the public. For all installations, the General Requirements contained in Section 7 of the Radiocommunication and Broadcasting Antenna Systems (CPC-2-0-03) must still be fulfilled.

Section 6 of the Radiocommunication and Broadcasting Antenna Systems, as amended from time to time, outlines the following exclusions:

- **New Antenna Systems:** including masts, towers or other antenna-supporting structure, where the height is less than 15 metres above ground level. This exclusion does not apply to antenna systems proposed by Telecommunications Carriers, broadcasting undertakings, or third party tower owners;
- **Existing Antenna Systems:** where modifications are made, antennas added or the tower replaced (where the replacement is similar to the original design and location), including to facilitate sharing, provided that the total cumulative height increase is no greater than 25% of the height of the initial antenna system installation that existed prior to the initial date of this policy. No increase in height may occur within one year of completion of the initial construction. This exclusion does not apply to antenna systems using purpose built antenna supporting structures with a height of less than 15 metres above ground level operated by Telecommunications Carriers, broadcasting undertakings, or third party tower owners;
- **Non-Tower Structure:** Antennas on buildings, water towers, lamp posts, etc. provided that the height above ground of the non-tower structure, exclusive of appurtenances, is not increased by more than 25%;
- **Temporary Antenna Systems:** used for special events or emergency operations and must be removed within three (3) months after the start of the emergency or special event;
- **Maintenance:** of existing radio apparatus including the Antenna System, transmission line, mast, tower or other Antenna-supporting structure; and
- **Maintenance:** of an Antenna system's painting or lighting in order to comply with Transport Canada's requirements.

Height is measured from the lowest ground level at the base, including the foundation, to the tallest point of the antenna system. This may include an

Antenna, lightning rod, aviation obstruction lighting or some other appurtenance. Any attempt to artificially reduce the height (addition of soil, aggregate, etc.) will not be included in the calculation or measurement of the height of the Antenna System.

Individual circumstances vary with each Antenna System installation and modification, and the exclusion criteria above should be applied in consideration of local circumstances. Consequently, it may be prudent for the proponents to consult the local LUA and the public even though the proposal meets an exclusion noted above. Therefore, when applying the criteria for exclusion, proponents should consider such things as:

- the Antenna System's physical dimensions, including the Antenna, mast, and tower, compared to the local surroundings;
- the location of the proposed Antenna System on the property and its proximity to neighbouring residents;
- the likelihood of an area being a Community-Sensitive Location; and
- Transport Canada's marking and lighting requirements for the proposed structure.

Proponents who are not certain if their proposed structure is excluded, or whether consultation may still be prudent, are advised to contact ISED Canada for guidance.

## Revision History:

Proposed Date of Review:

Revision	Date	Description of Changes	Requested By
0.0	01/20/2021	Updated Policy Template	

TELECOMMUNICATIONS FACILITY DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made the            day of            , 2021  
Appendix " D "  
BETWEEN:            OWNER  
to  
hereinafter called the "Owner"            Report PLAN2021-036  
- and -            File No: D44 General

                                 FACILITY PROVIDER  
hereinafter called the "Facility Provider"  
- and -

THE CORPORATION OF THE CITY OF KAWARTHA LAKES  
hereinafter called the "City"

WHEREAS the lands affected by this Agreement, are described in Schedule "A" hereto and hereinafter referred to as the "Land";  
AND WHEREAS proponents of telecommunication towers require approval of Innovation, Science and Economic Development (ISED) Canada of behalf of the Government of Canada, and as part of the approval, ISED Canada requires such proponents to consult with local land use authorities as provided for in CPC-2-0-03 (Issue 5) ("CPC");  
AND WHEREAS the City is the Local Land-use Authority (LUA);  
AND WHEREAS the City has expressed no objection to the tower siting proposal subject to the Facility Provider complying with the specifications set out in this Agreement;  
AND WHEREAS the Facility Provider proposes to construct an 85.3 metre self-supported telecommunication facility at            Road (hereinafter referred to as the "Project") on the Land and has requested the City to provide concurrence with the Project pursuant to the provisions of the Telecommunications and Antenna System Siting Policy CP2018-014, as amended;  
NOW THEREFORE, in consideration of the mutual agreements and covenants hereinafter contained, the parties hereto agree as follows:

1.        SCHEDULES

The following Schedules are attached hereto and form part of this Agreement:

- 1.1.        **SCHEDULE "A"** being a description of the Land affected by this Agreement.
- 1.2.        **SCHEDULE "B"** being a schedule indicating the financial obligations of the Facility Provider/Service Provider payable upon execution of this Agreement or as otherwise noted and the amount of the Financial Security as herein after defined in Section 10 to be obtained and filed with the City by the Facility Provider upon execution of this Agreement or as otherwise noted.

- 1.3. **SCHEDULES “C”, “D”, and “E”** being the schedules (referred to as the “Site Plans”) setting out the development obligations and specifications of the Facility Provider relating to the Land.

## 2. **DEFINITIONS**

- 2.1 A “Facility Provider” is defined as a company that erects telecommunications towers for the purposes of mounting telecommunications equipment, either for their own use as a “Service Provider” or for co-location with other “Service Providers” and public telecommunications users.

A “Service Provider” is defined as a company or person who owns or operates a transmission facility used by that business or person or by another business or person, to provide telecommunications services to the public for compensation, and that erects telecommunication equipment on an existing telecommunication tower, building, or other structure.

“Telecommunications Infrastructure” is defined as the entire telecommunication installation including the tower and related telecommunications equipment, lighting, fencing compound, electrical connections, driveway, and landscaping.

## 3. **SITE PLAN DRAWINGS**

- 3.1 Following execution of this Agreement by the City, the Facility Provider shall at its expense complete all the services and works, including, without limiting the generality of the foregoing, grading, drainage and asphalt paving, concrete curbs, lighting, sodding and landscaping, required in this Agreement, in substantial conformity with the Site Plans or any amendments thereto or new drawings which may be mutually agreed upon by the parties, in a manner satisfactory to the Director of Development Services (hereinafter referred to as the “Director”) in accordance with the City’s standards and design specifications and shall properly maintain all such services and works at all times.

- 3.2 The City hereby provides concurrence with the following Schedules which are available for inspection at the Planning Division Office (180 Kent Street West, Lindsay) and shall form part of this Agreement:

3.2.1 **Schedule “C”** Site Plan (Drawing No. C-1), prepared by Applicant, dated [REDACTED], 202[REDACTED], last revised [REDACTED], 202[REDACTED]

3.2.2 **Schedule “D”** Grading & Drainage Plan (Drawing No. C-2), prepared by Applicant, dated [REDACTED], 202[REDACTED], last revised [REDACTED], 202[REDACTED]

3.2.3 **Schedule “E”** Tower Elevation (Drawing No. C-2), prepared by Applicant, dated [REDACTED], 202[REDACTED], last revised [REDACTED], 202[REDACTED]

## 4. **ACKNOWLEDGEMENT OF PURPOSE**

- 4.1 The Owner and the Facility Provider acknowledge that the Land is to be used for the purpose of constructing an 85.3 metre self-supported telecommunication facility. The Project shall be designed and constructed in conformity with the Site Plans in accordance with Section 3 of this Agreement.

## 5. **REPRESENTATION AND WARRANTY**

- 5.1 The Facility Provider represents and warrants to the City that no deviations or changes shall be made from the Site Plans, without the written approval of the City.

6. **COMPLIANCE WITH ONTARIO BUILDING CODE**

- 6.1 The Facility Provider acknowledges that where required, compliance with the *Ontario Building Code* and regulations thereunder is mandatory. When required under the *Ontario Building Code*, a Building Permit shall be obtained by the Facility Provider for any buildings and structures which fall under the jurisdiction of and are required by the *Ontario Building Code*. The Facility Provider shall contact the City's Building Division to confirm which buildings and structures are exempt from the *Ontario Building Code*.

7. **COMPLETION OF SITE DEVELOPMENT WORKS**

- 7.1 Following execution of this Agreement by the City, the Facility Provider shall at its expense complete all necessary site development works, including, without limiting the generality of the foregoing, entrance construction, grading, drainage and asphalt paving, lighting, sodding, and landscaping, required in this Agreement, in conformity with the Site Plans.
- 7.2 In the event the Facility Provider fails to install the aforesaid site development works, including landscaping, as required, or having commenced to install the said services and works fails to proceed with reasonable speed, or in the event the services and works are not being installed in the manner required by the City, upon the City giving seven (7) days written notice by prepaid registered mail to the Facility Provider, the City may draw upon all or any part of the appropriate Financial Security (refer to Section 1.2) for its estimate of cost of the services and works in question and may without further notice enter upon the Land and proceed to supply all materials and to do all necessary work, including the repair or reconstruction of faulty work and the replacement of materials not in accordance with the City's applicable specifications, and to charge the cost thereof together with an engineering fee in accordance with the current P.E.O. Tariff to the Facility Provider. If the Financial Security is not sufficient to cover such cost the City may recover same by action or in like manner as municipal taxes as a charge upon the Land. It is understood between the parties hereto that such entry upon the Land shall be as agent for the Facility Provider and shall not be deemed for any purpose whatsoever as an acceptance or assumption of the services and works by the City. The Owner and the Facility Provider hereby grants to the City a right to enter upon the Land for the purposes of this Article. In the event that a claim is made against the City under the *Construction Act* in respect of any of the services and works required to be performed pursuant to this Agreement, in addition to any other remedy the City may have, upon the Director giving forty-eight (48) hours written notice by prepaid registered mail to the Facility Provider, the City may, without further notice, draw upon the Financial Security referred to in Section 1.2 for the amount of the claim plus security for costs as provided for in Section 44 of the *Construction Act*.
- 7.3 All the services and works required to be done by the Facility Provider shall be constructed in a good and workmanlike manner in accordance with specifications of the City. Any contract made for the services and works on the Land or on public property shall provide that the Director or his representative may personally inspect the installation of the said services and works and shall have the power to stop any work in the event that in his opinion the services and works are being performed in a manner which is not satisfactory to the City. The Facility Provider, at its expense shall repair any damage to streets, curbs, boulevards or other public works, including utilities where damage has resulted from work on the site. The Facility Provider shall also be responsible for removing dirt or debris from public streets where same is a result of works on the site.
- 7.4 Unless otherwise provided, all works on public lands shall be constructed at the expense of the Facility Provider.

8. **COMPLIANCE WITH DEVELOPMENT AGREEMENT**

- 8.1 The City, by its officers, servants and agents, may enter on the Land or any part thereof, and any building(s) erected thereon to ensure the proper compliance herewith, of any works required to be constructed and maintained by the Facility Provider.

9. **DEVELOPMENT SERVICES GUARANTEE**

- 9.1 The Facility Provider shall file with the City a guarantee for the performance of any municipal services and development obligations for the period of one (1) year after the date of completion of the municipal services and development obligations. The guarantee shall be in the form of a Letter of Credit, Certified Cheque or Cash approved by the City for the estimated total costs for the municipal services and development obligations as set out in Section 3 and the Site Plan Drawings. A reduction of the Financial Security set out in Section 10 hereto, by an amount equal to ninety percent (90%) of the estimated total costs for the municipal services and development obligations will be granted at completion of the municipal services and development obligations, and the remaining ten percent (10%) shall be returned to the Facility Provider at the expiration of the guarantee period, provided that the City may draw upon such Financial Security for its estimate of the costs of maintaining, repairing, servicing, replacing such municipal services and development obligations.
- 9.2 Prior to the expiration of a guarantee period, an inspection of the municipal services and development obligations shall be made by the Director and any defects shall be corrected by the Facility Provider. If the inspection of the municipal services and development obligations reveals that they or any part thereof require cleaning, replacement or repair, then this shall be carried out by the Facility Provider forthwith.

10. **FINANCIAL SECURITY**

- 10.1 Upon execution of this Agreement the Facility Provider shall provide financial securities in a form satisfactory to the City in the total amount of **\$6,750.00** referred to as the "Financial Security" to ensure the proper completion of all services and works referred to in Section 3, including landscaping and sodding. Such security shall be returned to the Facility Provider when the designer provides, to the Director, a certificate of completion from the professional overseeing the work (i.e. Engineer, Architect, Designer, etc.) outlining that the said services and works have been completed in accordance with the supported plans and specifications or any changes to them authorized by the Director. The landscaping shall be deemed not to have been completed until the expiration of one (1) year after planting.
- 10.2 The Financial Security referred to in Section 10 hereto shall be kept in full force until the completion of the services and works referred to in Section 3 and if it is obvious to the City that the Facility Provider will not be able to complete the work prior to the expiry of the appropriate Letter of Credit the City may draw all or any part of the funds so secured and hold those monies as security to guarantee completion unless it is provided with a renewal of the Letter of Credit forthwith.

11. **RETURN OF FINANCIAL SECURITY**

- 11.1 The City covenants and agrees to return the Financial Security for the aforementioned matters upon notification by the Facility Provider or its agent that all required works for which Financial Security was submitted, have been completed. Upon confirmation by the City or its agent that the Facility Provider's obligations under this Agreement have been completed, the City will reduce said Financial Security by ninety percent (90%) on a proportional basis of the cost of the items based on the values contained in the original Letter of Credit for **\$6,750.00**. The remaining ten percent (10%) shall be held by the City for a period of one (1) year



after the date of final completion in order to ensure compliance with all conditions contained herein.

12. **VEHICULAR ACCESS**

- 12.1 The Facility Provider agrees to obtain the required entrance permit from the City/Ministry of Transportation Ontario (MTO) for site access from Micro Road and provide and maintain vehicular access to and from the Land only as shown on the said Site Plan and to the satisfaction of the City/MTO. The Facility Provider agrees to implement all specified entrance improvements as approved by the City/MTO, including entrance upgrades or replacement, road ditching, and brush cutting.

13. **MAINTENANCE OF SUPPORTED LOT GRADING AND DRAINAGE WORKS**

- 13.1 The Facility Provider agrees to implement and maintain all supported lot grading and drainage works concurred with by the City and contained on the drawings attached in Schedules "C" and "D" to this Agreement. The Facility Provider further agrees that stormwater runoff generated from the development shall not impact adjacent properties or the operation and integrity of adjacent roads owned by the City or MTO.

14. **SITE ILLUMINATION**

- 14.1 The Facility Provider agrees to provide illumination of the said lands and building in accordance with plans and specifications supported by the Director and to refrain from erecting or using any form of illumination which, in the opinion of the City, would cause any traffic hazard or would cause a disturbance to residential uses adjacent to the said lands.

15. **TELECOMMUNICATION TOWER ILLUMINATION**

- 15.1 The Facility Provider agrees to provide the necessary illumination of the telecommunications tower in accordance with the approved Transport Canada standards and specifications and to refrain from erecting or using any form of illumination, which, in the opinion of the City, would cause a disturbance to residential uses adjacent to the said lands.
- 15.2 Notwithstanding the foregoing, nothing herein shall prevent any illumination required for the health and safety of the Facility Provider's agents and employees.
- 15.3 Notwithstanding the foregoing, nothing herein shall prevent any tower illumination required by Transport Canada and/or NAV Canada.

16. **LANDSCAPING**

- 16.1 The Facility Provider agrees to grade and sod/seed the Land and provide and maintain walls and fences and healthy trees, shrubs, hedges and other ground-cover facilities, for the landscaping of the Land and the protection of adjoining lands in conformity with the Site Plans in accordance with Section 3 of this Agreement, all to the satisfaction of the City.

17. **HOARDING/CONSTRUCTION FENCING**

- 17.1 All hoarding/construction fencing shall be solid and well maintained until final completion of the Project.

18. **ADVERTISING**

- 18.1 No portion of the telecommunications infrastructure shall be used for advertising purposes.

19. **ADHERANCE TO THE CITY'S SITE ALTERATION AND FILL BY-LAW**

- 19.1 Since approval for the telecommunications facility has been granted on the subject lands, the Facility Provider is not required to obtain a permit under By-law 2019-105, as amended, which is a By-law Regulating the Removal of Soil, Placement of Fill, and the Alteration of Grades. Notwithstanding, the Facility Provider agrees to adhere to principles of By-law 2019-105, as amended, by ensuring that any fill materials removed from the subject lands or any materials imported to the subject lands are not contaminated. Any contaminated materials being removed from the subject lands shall be done so in accordance with By-law 2019-105, as amended, and Ministry of the Environment, Conservation and Parks (MECP) requirements. Any claims with respect to contamination of materials originating from the subject lands in conjunction with this approval will be the Facility Provider's responsibility.

20. **MAINTENANCE OF CLEAN ROADS**

- 20.1 The Facility Provider agrees to maintain the municipal roads abutting the said lands clear of mud and/or debris originating from construction traffic from the said lands through the construction period. Should any mud and/or debris be deposited on any public road in the area from the said lands through the construction period, the Facility Provider shall be requested by the City to clean up the mud and/or debris within a 24-hour period. Should the City be required to clean the abutting municipal roads of mud and/or debris originating from the said lands, the City will assess all street cleaning charges to the property tax bill of the said lands.

21. **PERMITS**

- 21.1 Upon the Facility Provider complying with the provisions of this Agreement respecting concurrence of all plans and specifications required herein, the City agrees to support the issuance of building and/or entrance permits in accordance with the plans, subject to payment of the required permit fees and other fees as are payable under the By-laws currently in force and effect in the City, and provided that all building plans comply with the *Ontario Building Code* when required, and any other Municipal By-laws which may be relevant, including but not limited to an Entrance Permit, when required.

22. **OTHER APPROVALS**

- 22.1 The Facility Provider agrees to obtain any necessary approvals or permits from any other Government Ministry, Agency, Authority or any such body, which may require approval prior to commencing construction of the Project. The Facility Provider shall provide the City with a copy of any final Transport Canada, NAV Canada, and/or ISED Canada approvals for the facility.

23. **CO-LOCATION OF CITY TELECOMMUNICATIONS INFRASTRUCTURE**

- 23.1 The Facility Provider shall permit the City, upon prior written notification, to co-locate its telecommunications infrastructure on the telecommunications tower at the City's expense. This shall only include telecommunications infrastructure for the sole and dedicated use of the City and its personnel ("City Infrastructure"). The Facility Provider and/or Owner shall not charge the City any rent for use of the



telecommunications tower for such use. The City will be solely responsible for the maintenance of this telecommunications equipment. If any upgrades are required to reinforce the telecommunications tower in order to accommodate the City Infrastructure, the City will be responsible for any costs incurred for the reinforcement upgrades. Prior to installation, the parties shall enter into a co-location agreement wherein the City will abide by the processes set out by the Facility Provider as otherwise constrained by the provisions contained in the balance of this paragraph. The location and method of installation will be approved by the Facility Provider pursuant to terms to be set out in the co-location agreement.

- 23.2 The City Infrastructure remains the personal property of the City.
- 23.3 Upon 45 days prior written notification by the City, the Facility Provider shall permit the City to remove the City Infrastructure from the telecommunications tower. The City will not be liable to repair inconsequential damage (as to be determined by the Facility Provider and concurred with by the City, and include such things as minor scratches and wear and tear, but not to include any structural damage) to the telecommunications tower necessarily arising from affixing the City Infrastructure to it.
- 23.4 The Facility Provider, upon receipt of notice from the City, will provide the City with full and unimpeded access to the telecommunications tower for the purposes of installation, maintenance and removal of the City Infrastructure. The City will ensure that all City or contract forces will have the appropriate training and certification in accordance with all relevant legislation to conduct works on the Telecommunications Infrastructure and City Infrastructure. The City will provide the Facility Provider with a work schedule and insurance certificate upon demand.

#### 24. **FINAL REMOVAL OF THE TELECOMMUNICATIONS INFRASTRUCTURE**

- 24.1 The Facility Provider shall advise the City in writing 30 days prior to the termination of the lease agreement between the Facility Provider and an Owner. Within 90 days after the termination date of the lease agreement between the Facility Provider and the Owner, the Facility Provider or Owner will remove, entirely at its expense, the telecommunications infrastructure from the property and return the property to its original grade. The disturbed land area shall be reseeded at the Facility Provider or Owner's expense to ensure that erosion does not occur. Should the Facility Provider or Owner fail to remove the telecommunications infrastructure from the property to the satisfaction of the City, then the City may exercise its right to remove the telecommunications infrastructure from the property at the Owner's expense.
- 24.2 If this agreement has been assigned to the Owner or a subsequent tenant of the Owner, who assumes all of the rights and responsibilities of the Facility Provider upon the termination of this agreement, then the Facility Provider or Owner will not be required to remove the telecommunications infrastructure from the property at the termination of the Facility Provider's obligations under the agreement.

#### 25. **INDEMNIFICATION**

- 25.1 The Facility Provider shall indemnify and save harmless the City at all times from any loss or liability resulting directly or indirectly from the development of the Land or the improper maintenance thereof, including any damage caused by the drainage of the Land save and except for loss or liability arising from the negligence of the City, its servants, agents or employees.

26. **INTERPRETATION NOT AFFECTED BY HEADINGS**

- 26.1 The division of this Agreement into articles and the insertion of headings are for convenience of reference only and shall not in any way affect the interpretation of this Agreement.
- 26.2 This Agreement and the provisions hereof do not give to the Owner, the Facility Provider, or any person acquiring any interest in the Land (each hereinafter in this paragraph called "such person") any rights against the City with respect to the failure of any such person to perform or fully perform any obligation under this Agreement, or the failure of the City to force any such person to perform or fully perform any obligation under this Agreement, or any negligence of any such person in the performance of the said obligation.
- 26.3 The parties agree and acknowledge that the City has the authority and jurisdiction to enter into, perform and enforce the provisions of this Agreement, including its Schedules. The parties agree that they are forever estopped and forbidden to challenge the appropriateness, legality or enforceability of any of the Agreement's provisions before a court or tribunal or approval authority for whatever reason.
- 26.4 If for any reason whatsoever any term, covenant or condition of this Agreement or their application thereof to any Person or circumstance, is to any extent held or rendered invalid, unenforceable or illegal, then such term, covenant or condition is deemed to be independent of the remainder of the Agreement and to be severable and dividable therefrom, and its invalidity, unenforceability or illegality does not affect, impair or invalidate the remainder of the Agreement or any part thereof and it continues to be applicable to and enforceable to the fullest extent permitted by law against any person and circumstances other than those as to which it has been held or rendered invalid, unenforceable or illegal.

27. **NOTICES**

- 27.1 Any notice given to the Owner or the Facility Provider pursuant to this Agreement shall be deemed to have been effectively given when mailed by prepaid registered mail to:

Owner  
Address  
Town, Ontario  
L9P 1N6

Facility Provider  
Address  
Town, Ontario  
L9P 1N6

Attention: Chief Executive Officer

Any notice given to the City pursuant to this Agreement shall be deemed to have been effectively given when mailed by prepaid registered mail to:

City of Kawartha Lakes  
180 Kent Street West  
Development Services Dept. – Planning Division  
Lindsay, ON K9V 2Y6

Attention: Director of Development Services

- 27.2 This Agreement shall be binding upon the Owner and his heirs, executors, administrators, successors, tenants and assigns, the Facility Provider, and the Owner or Owners from time to time of the Land.

27.3 This Agreement may be amended at any time with the written consent of the City, the Facility Provider, and the registered Owner of the Land at the time of such amendment.

DRAFT

IN WITNESS WHEREOF the parties have hereunto affixed their corporate seals under the hand of their proper signing officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED, in the presence of:

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

)  
)  
)  
)  
\_\_\_\_\_  
) Andy Letham, MAYOR

)  
)  
)  
\_\_\_\_\_  
) Cathie Richie, CITY CLERK

) **FACILITY PROVIDER**

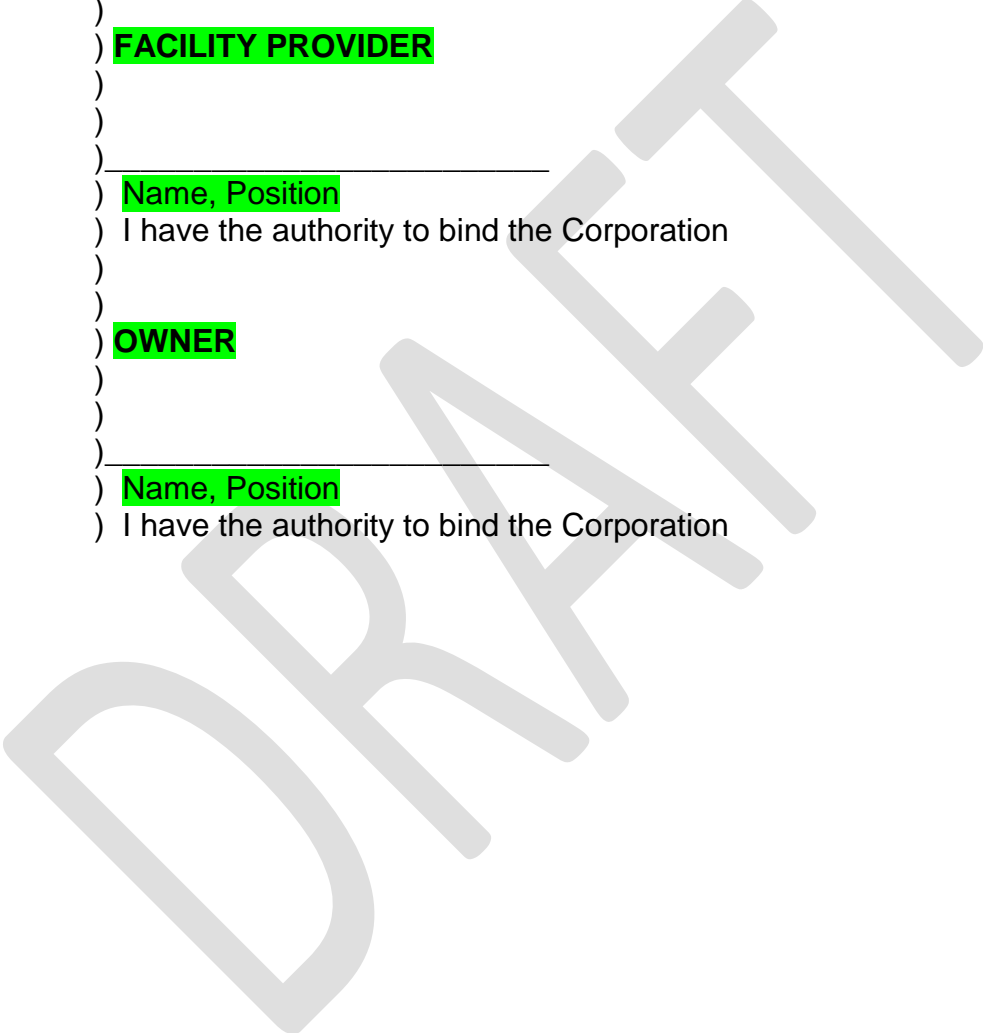
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\_\_\_\_\_  
) **Name, Position**

) I have the authority to bind the Corporation

)  
)  
)  
) **OWNER**

)  
)  
)  
\_\_\_\_\_  
) **Name, Position**

) I have the authority to bind the Corporation



## **SCHEDULE “A”**

### **LEGAL DESCRIPTION OF SUBJECT LANDS**

ALL AND SINGULAR THAT certain parcel or tract of land and premises situate, lying and being in the City of Kawartha Lakes and described as follows:

PIN – 63XXX-XXXX (LT)

Part of Lot XX, Concession X, Geographic Township of XXXX, now City of Kawartha Lakes.

DRAFT

SCHEDULE "B"

FEEES AND FINANCIAL SECURITIES

A. CASH PAYMENTS: AMOUNT

Current outstanding realty taxes,  
or business taxes not including  
supplementary assessment under  
The Assessment Act.  
Roll No. 1651 XXX XXX XXXXX

\$

B. FINANCIAL SECURITY AMOUNT

Financial Security to be provided by the  
Facility Provider to ensure completion of all  
works required under the terms of this  
Agreement, as noted in Section 10 herein.

\$

SITE WORKS COST ESTIMATE

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
	ROAD				
1	Entrance construction on XXXX Road	1			\$3,000.00
	LANDSCAPING				
2	Colorado or Blue Spruce Trees (minimum height of X.X m)	15		\$250.00	\$3,750.00
	TOTAL COST ESTIMATE				\$6,750.00

**SCHEDULE “C”**

Schedule “C”	Site Plan (Drawing No. C-1), prepared by Applicant, dated _____, 202_, last revised _____, 202_
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DRAFT

**SCHEDULE “D”**

Schedule “D”	Grading & Drainage Plan (Drawing No. C-2), prepared by Applicant, dated _____, 202_, last revised _____, 202_
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DRAFT



**SCHEDULE “E”**

Schedule “E”	Tower Elevation (Drawing No. C-2), prepared by Applicant, dated _____, 202_, last revised _____, 202_
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DRAFT

The Corporation of The City of Kawartha Lakes

Office Consolidation of By-Law 2016-009

Consolidated on February 19, 2018

Passed by Council on January 12, 2016

Amendments:

- |                    |                   |              |
|--------------------|-------------------|--------------|
| 1) By-law 2017-076 | April 18, 2017    | Section 6.01 |
| 2) By-law 2018-019 | February 13, 2018 | Section 5.03 |

Note: This consolidation is prepared for convenience only. For accurate reference the original by-laws should be reviewed.

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

**By-Law 2016-009**

**A By-Law to Provide Authority for the Execution of Certain Documents and Affix the Corporate Seal on Behalf of the City of Kawartha Lakes**

**Recitals**

1. In 2004, Council authorized certain signing authorities for various agreements entered into on behalf of The Corporation of the City of Kawartha Lakes.
2. The Corporation may designate who may act on behalf of the City to sign documents necessary to give effect to the matters approved by Council.
3. It is appropriate and necessary that certain officials be authorized to sign documents on behalf of the corporation to implement actions which have been approved by Council without having to seek further approval.
4. The delegation of signing authority will be clear for Council, staff and the public and for others who have dealings with the Corporation.

**Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2016-009.**

Section 1.00: Definitions and Interpretation

1.01 **Definitions:** In this by-law,

**“agreement”** means a contract duly executed and legally binding.

**“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.

**“CAO”** means the Chief Administrative Officer and the person who holds that position or another person designated by Council;

**“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;

**"City Solicitor"** means the person who holds that position;

**"City Treasurer"** means the office and function of the Treasurer as set out in section 286 of the Municipal Act, 2001;

**"contract"** means a formal legal agreement, in writing, between two or more parties that is validated by a due exchange of consideration.

**"Council" or "City Council"** means the municipal council for the City;

**"Department Head" or "Director"** 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;

**"Land Management Coordinator"** means the person who holds that position and his or her delegates(s) or, in the event of organizational changes, the successor position or another person designated by Council;

**"lease"** means a contract by which one conveys real estate, equipment, or facilities for a specified term, for specified conditions and for a specified rent.

**"licence"** means an agreement between two parties giving one party permission to act.

**"Mayor"** means the head of Council or as applicable, the Acting Mayor.

1.02 **Interpretation Rules:**

- (a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.
- (b) The words "include" and "including" are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

1.03 **Statutes:** References to laws in this by-law are meant to refer to the statutes, as amended from time to time, that are applicable within the Province of Ontario.

1.04 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

Section 2.00: General Provisions

2.01 **Agreement Repository:** The City Clerk is responsible to maintain a central repository of all City agreements and contracts.

2.02 **Staff Signing Responsibility:** Every member of staff is responsible to sign agreements and contracts in accordance with the delegated authority set out in this by-law or by Resolution of Council.

2.03 **Staff Responsibility:** Every member of staff who signs an agreement or contract is responsible to forward all executed agreements and contracts to the

Office of the City Clerk upon execution for inclusion in the central agreement repository.

- 2.04 **Electronic Signatures:** All staff that have authority to bind the corporation through the signing of documents, can execute agreements by hand signatures or by electronic signature, in accordance with adopted policy.
- 2.05 **Use of Templates:** Wherever templates are provided for certain documents that have been approved by the City Solicitor or City Clerk, staff are required to use these templates.

### Section 3.00: General Document Execution – Mayor and City Clerk

- 3.01 **Execution of Documents:** The Mayor and City Clerk, without the specific approval by resolution of Council are authorized to **execute** under seal on behalf of The Corporation of the City of Kawartha Lakes:

- a) any deed, grant, assignment, release, surrender, discharge, quit claim deed, conveyance, re-conveyance, instrument, notice, caution or other document relating to any estate, right or interest in land which is of a routine nature, is for nominal consideration, or has been approved for such execution by the City Solicitor, and falls within any of the categories listed in 3.01(c) below;
- b) any agreement for the purchase of services by the Corporation from the successor of an operator with whom the Corporation has a similar agreement immediately prior to the change in operator, where such agreement is required by reason of a change of name, ownership, address or legal status of the operator and the agreement has been approved for such execution by the City Solicitor.
- c) contracts and agreements with a value not exceeding \$100,000.00 (exclusive of HST where applicable) other than those procurement contracts authorized for execution by the purchasing policy as noted below:

#### 1. **Road Allowances:**

- i. conveyance of an original road allowance to an abutting owner or his successor where land is taken without compensation for the site of a highway laid out and opened.
- ii. conveyance of an original road allowance to an abutting owner who or whose predecessors laid out and opened a highway without compensation for the site.
- iii. conveyance to an abutting owner of an unassumed road allowance, highway, street, lane or walk shown on a registered plan of subdivision which has been closed by judge's order.
- iv. Renewal of existing sidewalk cafe licence agreements where the size and location of the café has not changed after it has been approved by the Department Head.

#### 2. **Condominiums:**

- i. Declaration and/or consent where the City is the owner of land or an interest appurtenant to the land described in the description.

**3. Land Titles:**

- i. Application by the Corporation as owner or purchase of land or an interest appurtenant thereto for its own benefit to be registered under the Land Titles Act as owner.
- ii. Consent to a purchaser of land from the Corporation being registered under the Land Titles Act as owner.
- iii. Authorization for actual or beneficial owner of land nominally owned by the Corporation, to have the corporation registered under the Land Titles Act as owner.
- iv. Statement of an adverse claim or a claim not recognized in the application of any person to be registered under the Land Titles Act as owner.
- v. Caution and any renewal therefor against registration under the Land Titles Act of land in which the Corporation has or claims an interest without its consent.
- vi. any notice, caution, inhibition or restriction to protect any unregistered estate, right, interest or equity of the Corporation in registered land from being impaired by any act of the registered owner.
- vii. Application by the Corporation as registered owner for amendment of any entry in the register of its title, including escheat properties.
- viii. Application by the Corporation as registered owner to improve, withdraw or modify restrictions on transferring or charging the land or conditions, restrictions or covenants regarding building thereon or use thereof.
- ix. Application for registration or renewal or withdrawal of a caution against dealing and with land without notice to the Corporation.
- x. Signing of a plan of subdivision and subdivision extensions prepared and to be registered on the Corporation's behalf after it has been approved by the Department Head.
- xi. Application by the Corporation to be entered as the owner of a public highway laid out on a registered plan.
- xii. Application by the Corporation as Registered owner to withdraw land from the Land Titles Act.
- xiii. Application for an order or entry inhibiting any dealing with registered land or registered charge without notice to the Corporation.
- xiv. Application for an entry negating implied covenants on transfer of leasehold estate.

**4. Boundaries:**

- i. Application by the Corporation to have the true location of the boundaries confirmed under the Boundaries Act.

**5. Certification:**

- i. Application by the Corporation the Certification of Land Titles Act, to have the Registrar certify title to land.

- ii. A written statement of claim by affidavit alleging an adverse or inconsistent claim to a claim set out in an application for certification of title.
- iii. Application by Corporation to be paid compensation out of The Land Titles Assurance Fund.

**6. Utilities:**

- i. Execution of grants of easements for the purposes of the Corporation for water, sewer or other infrastructure services.

**7. Correction of Perfection of Title:**

- i. Execution of deed, quit claim deed, release or other document to correct inadvertent error or defect of title to land.

**8. Road widening agreements wherein the developer has agreed to dedicate land for public highway purposes:**

- i. Execution of road widening agreements entered into between the City and developer upon the development or redevelopment of land pursuant to the Planning Act, R.S.O. 1990, c. P.13, s.41, where the developer has agreed to dedicate land for public highway purposes as approved by the Department Head.

**9. Underground Pipe Crossing Agreements:**

- i. Execution of Agreements with land owners respecting underground pipe.
- d) Application forms for grant funding where any municipal funding is included in the current budget or is part of the normal operations of a department where a budget has not yet been approved or it is 100% funded from external sources.
- e) Service Agreements or Contracts that receive subsidy for mandated operating programs included in the approved operating budget or it is 100% funded from external sources (Example – Social Service Agreements with the Province).
- f) Agreements between the City and Educational Institutions where a partnership for training and development of students working with City staff has been arranged and where there are no budget implications. All Agreements between the City and Educational Institutions where there are budget implications, a report shall be presented to Council and a by-law adopted authorizing the Mayor and City Clerk to sign.
- g) Memorandum of Understanding (MOU) between the City and one or more third parties where an agreement has been developed to investigate future partnership opportunities and where the MOU does not commit the Corporation into future financial or asset encumbrance excluding staff resources.

- h) Amendment to an approved contract or agreement, where the nature of the amendment is of a minor nature and where the contract or agreement does not fall under the jurisdiction of the Purchasing Policy.

Section 4.00: Document Execution – Planning Act, ~~and~~ Condominium Act, and Radiocommunication Act

- 4.01 **Authority** The Director of Development Services is delegated the authority to execute on behalf of The Corporation of the City of Kawartha Lakes:
- 1. Consent Agreements required to satisfy conditions imposed by the Committee of Adjustment for the City of Kawartha Lakes under the Planning Act, R.S.O. 1990, c.P.13, as amended.
  - 2. Condominium Agreements required to satisfy a condition of condominium draft approval under the Condominium Act, S.O. 1998, c.19, as amended.
  - 3. Letters of concurrence to Innovation, Science and Economic Development Canada for uncontested telecommunications facilities approvals in accordance with Council Policy CP2018-014 as amended.

Section 5.00: Document Execution – Land Transactions

- 5.01 **Land Sale:** In all cases of the Corporation selling land, Council approval to sell the property shall be done in accordance with the Land Disposition By-law in effect at the time of property sale. The CAO or Land Management Coordinator are authorized to execute all surplus municipal land listing documentation and documentation associated with the receipt of an offer to purchase surplus municipal land for the full appraised value plus any and all costs associated with the transaction; A by-law for the sale of land by the Corporation shall be adopted by Council authorizing the Mayor and City Clerk to sign the requirement documents except as outlined within Section 3.01 of this by-law.
- 5.02 **Land Purchase:** In all cases of the Corporation purchasing land, Council approval to purchase the property shall be done in accordance with the Municipal Act. A by-law for the purchase of land by the Corporation shall be adopted by Council authorizing the Mayor and City Clerk to sign the required documents except as outlined within Section 3.01 of this by-law.
- 5.03 **Lease Agreement with a Third Party:** In all cases of the Corporation entering into a lease agreement, the lease agreement shall have legal review and approval. In all cases, with the exception of 1 below, Council approval is required to enter into the lease agreement and signing authority shall be as follows:
- 1. The Lease Agreement with revenue or expense of \$10,000.00 or under per year with a lease term of five (5) years or under, the City Solicitor or Director of Corporate Services to sign.
  - 2. The Lease Agreement with a revenue or expense over \$10,000 per year and/or a lease term of greater than five (5) years, the City Solicitor approves and the City Clerk puts an authorizing by-law before Council to authorize the Mayor and City Clerk to sign.

3. The Lease Agreement with revenue or expense over \$10,000.00 per year with a lease term of five (5) years or under, the Mayor and City Clerk to sign.

2018-019 Effective February 13, 2018

5.04 **Encroachment Agreement:** In all cases of the Corporation entering into an encroachment agreement, the encroachment agreement shall have legal review and approval, and signing authority shall be as follows:

1. The encroachment agreement requires a Council Report recommendation adopted by Council that approves the Encroachment Agreement and authorizes the Mayor and City Clerk to sign.

5.05 **Licence Agreement with a Third Party:** In all cases of the Corporation entering into a licence agreement, except for software licences, the licence agreement shall have legal review and approval, and signing authority shall be as follows:

1. The licence agreement where the revenue or expense is \$10,000.00 or under per year, the City Solicitor or Director of Corporate Services to sign.
2. The licence agreement with revenue or expense over \$10,000.00 per year with a term of five (5) years or under, the City Solicitor approves and the City Clerk put an authorizing by-law before Council authorizing the Mayor and City Clerk to sign.

#### Section 6.00: Document Execution – Contracts and Agreements

6.01 **General Agreement:** This section applies to all contracts and agreements not specifically addressed in another section of this by-law or addressed in the Purchasing Policy. Where the agreement relates to a procurement, the requirements of the Purchasing Policy shall take precedence.

2017-076, effective April 18, 2017

6.02 **Specific Signing Authority:** Authority for specific document signing may be delegated to staff if the Council Report recommendation adopted by Council identifies that staff should have this responsibility.

6.03 **Rental Agreement for City Facilities:** A rental agreement for use of a city facility within a Council approved policy, shall be approved and signed by Staff as outlined within the approved policy. A rental agreement for use of a city facility not included in a policy requires a Council Report recommendation adopted by Council that approves the rental agreement and authorizes the Mayor and City Clerk to sign.

6.04 A contract or agreement with a term of five (5) years or less and funded within the approved Corporate Budget, the CAO or Department Head to approve and:

- a. the Mayor and City Clerk to sign for contracts with an aggregate value greater than \$100,000;
- b. the CAO and Department Head to sign for contracts with an aggregate value greater than \$50,000 and up to \$100,000;
- c. the Department Head or designate to sign for contracts with an aggregate value up to \$50,000.



- 6.05 A contract or agreement with a value of up to \$100,000.00 with a term of five (5) years or less and not funded within the approved Corporate Budget but 100% of funding from external source(s) to cover expenses, the CAO or Department Head to approve and the CAO or Department Head to sign but the signing of the contract shall be completed by other than the person who approved.
- 6.06 A contract or agreement with a term of five (5) years or less and not funded within the approved Corporate Budget, requires a Council Report recommendation adopted by Council that approves the contract or agreement and authorizes the Mayor and City Clerk to sign. This does not include emergency purchases authorized by the Purchasing Policy.
- 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.
- 6.08 A contract or agreement between municipalities, requires a Council Report recommendation adopted by Council that approves the contract or agreement and authorizes the Mayor and City Clerk to sign.
- 6.09 A contract or agreement between levels of government, requires a Council Report recommendation adopted by Council that approves the contract or agreement and authorizes the Mayor and City Clerk to sign.
- 6.10 A contract or agreement that does not fall within 6.03 – 6.09 above, requires a Council Report recommendation adopted by Council that approves the contract or agreement and authorizes the Mayor and City Clerk to sign.
- 6.11 A contract or agreement that has an aggregate value greater than \$100,000.00 requires a report to Council and by-law to authorize the execution of the agreement.
- 6.12 An annual contract or agreement where the service is included in the operating budget but extends beyond the spending limit, be approved by the Director of Corporate Services or the CAO, and authorized to be executed by the Manager of Revenue and Taxation or Manager of Information Technology. (Example MPAC Contract and Software Licences)
- 6.13 A contract or agreement that discharges the obligation of a third party to the Corporation once the obligation has been satisfied, the City Solicitor approves the discharge and the City Clerk is authorized to sign the Acknowledgement and Direction document. (Example Ontario Home Renewal Program Liens).
- 6.14 A grant claim form required to be submitted to the funding body is approved by Department Head of the initiating department and the City Treasurer is authorized to sign the document.

#### Section 7.00: Execution of Documents - Insurance

- 7.01 **Insurance Claim Settlements:** The authority to settle insurance claims within the existing insurance deductible shall be exercised as per the prescribed approval authorization limits adopted within the Purchasing Policy.
- 7.02 **Insurance Claim Recoveries:** In all cases of the Corporation entering into an Agreement to settle an insurance claim, the release documentation shall have legal review and approval, and the signing authority shall be as follows:

1. Where the Settlement Agreement is being paid by a third party to the City, the CAO and City Solicitor or Director of Corporate Services shall sign the release documentation.

#### Section 8.00: Execution of Documents - Finance

- 8.01 **Investment Documents:** In all cases of the Corporation entering into an investment, the signing authority shall be as follows:
1. The City Treasurer shall have authority to sign the documents required to invest corporate funds in accordance with adopted policy setting out the parameters.
  2. In the case where the investment is outside of the adopted policy setting out the investment parameters, it requires a Council Report recommendation adopted by Council that approves the investment and authorizes the City Treasurer to sign.
- 8.02 **Procurement Documents:** In all cases of the Corporation entering into a procurement contract or agreement, the signing authority shall be as outlined within the approved Purchasing Policy.
- 8.03 **Banking Documents:** The Mayor, CAO, City Clerk or City Treasurer be authorized to sign account agreements as approved by the City Treasurer and required by the City banking and financial institution.
- 8.04 **Tax Sale Extension Agreements:** A tax sale extension agreement between the City and the property owner, requires a Council Report recommendation adopted by Council that approves the tax sale extension agreement and authorizes the Corporate Services Manager - Revenue and Taxation to sign.
- 8.05 **Release Documents:** A contract or agreement that discharges a financial obligation of a third party to the Corporation upon the completion of the obligation, the City Solicitor or the Manager of Revenue and Taxation approves the discharge and authorizes the City Clerk or the Manager of Revenue and Taxation to sign. The execution of the contract shall not be completed by the person who approved.

#### Section 9.00: Execution of Documents - Human Resources

- 9.01 **Negotiations:** In all cases of the Corporation entering into a tentative Collective Agreement, subject to ratification, the Director, Corporate Services or designate and the negotiating committee shall be authorized to sign the memorandum of settlement.
- 9.02 **Collective Agreements:** In all cases of the Corporation entering into a Collective Agreement, at the end of negotiations, the Director, Corporate Services or designate shall report to Council the terms of the tentative collective agreement. Upon approval by Council of the terms of the tentative collective agreement, the collective agreement shall be signed by the Director, Corporate Services or designate and the negotiating committee.

Collective Agreements which are amended as a result of interest arbitration shall be reviewed with Council by report and the collective agreement shall be signed by the Director, Corporate Services or designate and the negotiating committee.

- 9.03 **Letter of Understanding:** In all cases of the Corporation entering into a letter of understanding forming part of the collective agreement, the agreement shall be approved by the Director, Corporate Services. The Director and his/her designate shall sign when such agreements do not represent substantive monetary impacts to the Corporation and are within the spending limit of the Director. Letters of Understanding with substantive monetary impacts, entered into during the term of a Collective Agreement (therefore not during the renewal agreement process) must be approved by Council, by written report. Upon approval by Council the letter of agreement shall be signed by the Director, Corporate Services or designate and the appropriate Director.
- 9.04 **Grievances/ Arbitrations:** In all cases of the Corporation entering into a grievance settlement, the agreement shall be approved by the Director, Corporate Services. The Director and his/her designate may sign when such agreements do not represent substantive monetary impacts to the Corporation and are within the spending limit of the Director. Grievance settlements with substantive monetary impacts must be approved by Council, by Report. Upon approval by Council the grievance settlement shall be signed by the Director, Corporate Services or designate and the appropriate Director.

Section 10.00: Administration and Effective Date

- 10.01 **Administration of the By-law:** The City Clerk and Department Heads are responsible for the administration of this by-law.
- 10.02 **Effective Date:** This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this 12<sup>th</sup> day of January, 2016.

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Andy Letham, Mayor

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Judy Currins, City Clerk

## Council Report

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**Report Number:** PLAN2021-037

**Meeting Date:** June 15, 2021

**Title:** Removal of Holding Provision, Regis Homes Limited

**Description:** An application to amend the Town of Lindsay Zoning By-law to remove the Holding symbol from the Residential One Special Seventeen Holding [R1-S17(H)] Zone to permit residential development on vacant land on Alcorn Drive, Lindsay

**Type of Report:** Public Meeting

**Author and Title:** Sherry L. Rea, Development Planning Supervisor, MCIP, RPP.

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### Recommendations:

**That** Report PLAN2021-026, **Blocks 79, 80, 105 and 106, Plan 57M-802, former Town of Lindsay, City of Kawartha Lakes, identified as vacant land on Alcorn Drive, Lindsay, Regis Homes Limited - D06-2021-014**, be received;

**That** the proposed zoning by-law amendment, substantially in the form attached as Appendix 'C' to Report PLAN2021-037, 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.

**(Acting) Department Head:** \_\_\_\_\_

**Legal/Other:** \_\_\_\_\_

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

## Background:

Proposal:	This application proposes to remove the Holding (H) symbol from the Residential One Special Seventeen Holding [R1-S17(H)] Zone. The effect of the amendment is to permit residential development on vacant land on Alcorn Drive, Lindsay.
Owner:	Regis Homes Limited c/o Spencer Feeley
Applicant:	Robert Walters, Weston Consulting
Legal Description:	Blocks 79, 80, 105 and 106, Plan 57M-802, former Town of Lindsay
Official Plan:	'Residential' on Schedule 'A' of the Town of Lindsay Official Plan
Zoning	'Residential One Special Seventeen Holding [R1-S17(H)]' on Schedule 'A' of the Town of Lindsay Zoning By-law No. 2000-75
Site Size:	Blocks 79 and 105: 4,015 square metres (0.99 acres)  Blocks 80 and 106: 4,452.6 square metres (0.85 acres)
Site Servicing:	The lots are proposed to be serviced by municipal water and sanitary and storm sewers
Existing Uses:	Vacant Land
Adjacent Uses:	Blocks 79 and 105  North: Future Residential Development  East: Future Extension of Victoria Avenue North  West: Single Detached Dwelling  South: Alcorn Drive  Blocks 80 and 106  North: Alcorn Drive  East: Future extension of Victoria Avenue North  West: Single Detached Dwelling  South: Single Detached Dwellings

## **Rationale:**

The subject land is vacant property and consists of 2 parcels of land which front Alcorn Drive, on both the north and south side at the most easterly developed portion of Woods of Jennings Creek, Phase 1, in Lindsay. The property was zoned Residential One Special Seventeen (R1-S17) Zone on April 14, 2015 by By-law 2015-072 to permit 15 single detached dwellings on 4 Blocks on an approved plan of subdivision. The Holding (H) symbol was placed to ensure that the following criteria was met:

- That the North West Sanitary Sewer was commissioned; and,
- That the City received payment of the North West Trunk Municipal Act Capital Charge.

Engineering has confirmed that the Northwest Sanitary Sewer has been commissioned and that the owner has made the appropriate payment of the Northwest Trunk Sanitary Sewer Charge for the Gravity Sewer Benefitting Area for 15 residential dwelling units. It is now appropriate to remove the (H) Holding provision.

The owner has applied to have the Holding (H) provision removed to allow the construction and servicing of 15 single detached dwellings. The City is in receipt of an application to lift part lot control on the subject lands which is currently being processed through the Planning and Engineering Divisions to permit the blocks to be subdivided. See Appendix B. On this basis, it is appropriate for Council to consider removal of the Holding (H) provision.

## **Applicable Provincial Policies:**

The application conforms to A Place to Grow: Growth Plan for the Greater Golden Horseshoe, 2020 (2020 Growth Plan) and is consistent with the Provincial Policy Statement, 2020 (PPS).

## **Official Plan Conformity:**

The land is designated 'Residential' on Schedule A of the Town of Lindsay Official Plan. The proposed development conforms to the applicable policies of the designation.

## **Zoning By-Law Compliance:**

The property being considered by this application is zoned 'Residential One Special Seventeen Holding [R1-S17(H)]' Zone, which will permit 15 single detached dwellings subject to the development standards in the R1-S17 Zone and once part lot control is lifted on the Blocks.

## **Other Alternatives Considered:**

No alternatives have been considered at this time.

## **Alignment to Strategic Priorities:**

The Council Adopted 2020-2023 Strategic Plan identifies these Strategic Priorities:

- Priority 1 – A Vibrant and Growing Economy
- Priority 2 – An Exceptional Quality of Life
- Priority 3 – A Healthy Environment
- Priority 4 – Good Government

This application aligns with an Exceptional Quality of Life Priority as it provides a housing option that will offer easy access to public recreational space and walking trails, being the Woods of Jennings Creek Park that will be further developed through the subsequent phases of the Woods of Jennings Creek developments.

## **Financial/Operation Impacts:**

There are no financial considerations unless Council's decision to adopt or its refusal to adopt the requested amendment is appealed to the Local Planning Appeal Tribunal.

## **Servicing Comments:**

The lots are proposed to be serviced by municipal water and sanitary and storm sewer and will be confirmed through the processing of the application to lift part lot control.

## **Consultations:**

Notice of this application was given in accordance with the Planning Act and at the time of writing this report, no comments were received.

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

There are no accessibility implications for the City.

## **Development Services – Planning Division Comments:**

Staff support this application based on the information contained in this report and as such, respectfully recommends that the proposed zoning by-law application to remove the Holding (H) symbol be approved and adopted by Council.

## **Attachments:**

The following attached documents may include scanned images of appendices, maps, and photographs. If you require an alternative format, please call Sherry L. Rea, Development Planning Supervisor 705.324.9411 x1331.

### **Appendix 'A' – Location Map**



Appendix A - Location Map.pdf

### **Appendix 'B' – Proposed Lot Details North & South of Alcorn Drive**



Appendix B - Proposed Lot Details.pdf

### **Appendix 'C' – Draft Zoning By-law**



Appendix C - Draft Zoning By-law.pdf

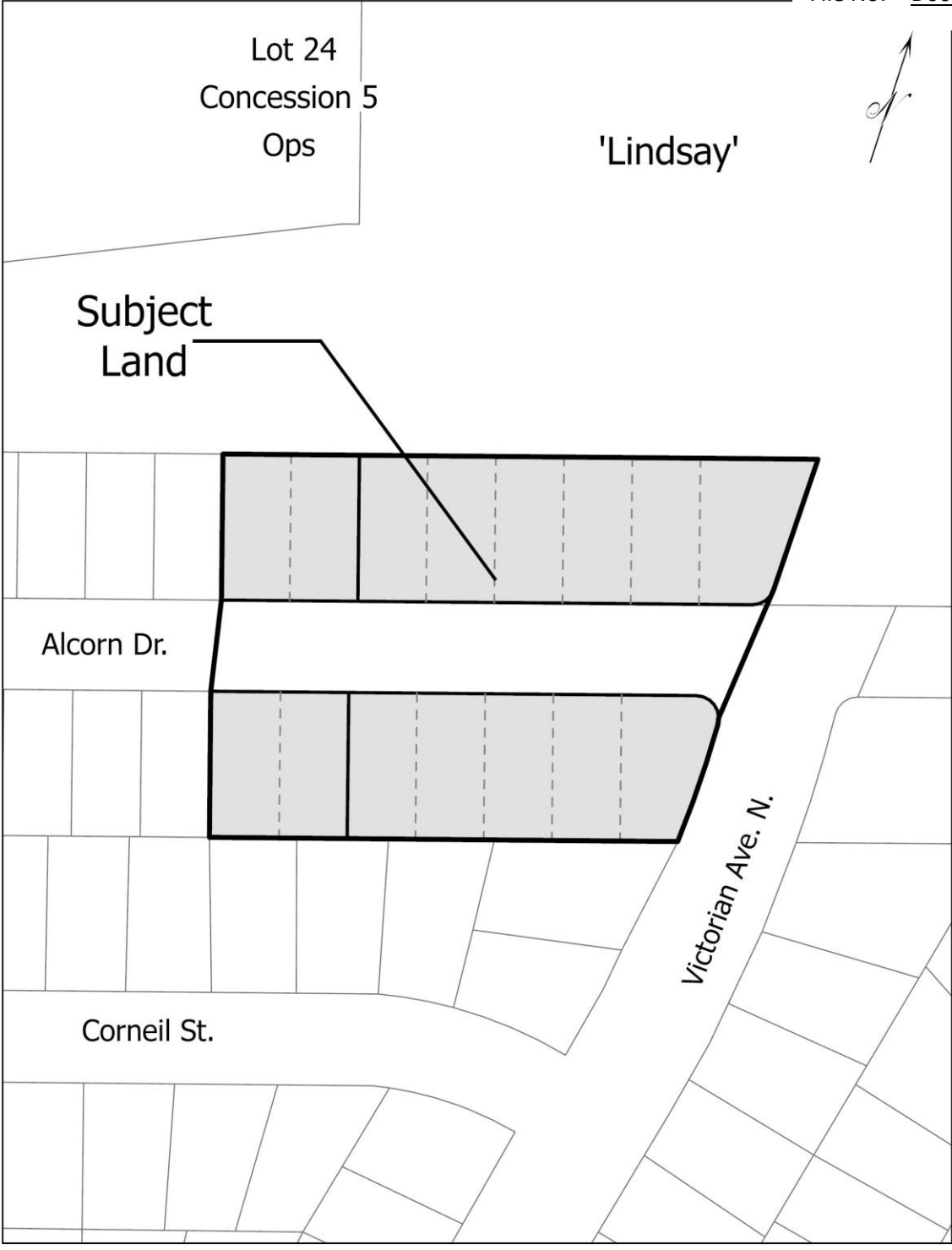
**(Acting) Department Head email: [rholy@kawarthalakes.ca](mailto:rholy@kawarthalakes.ca)**

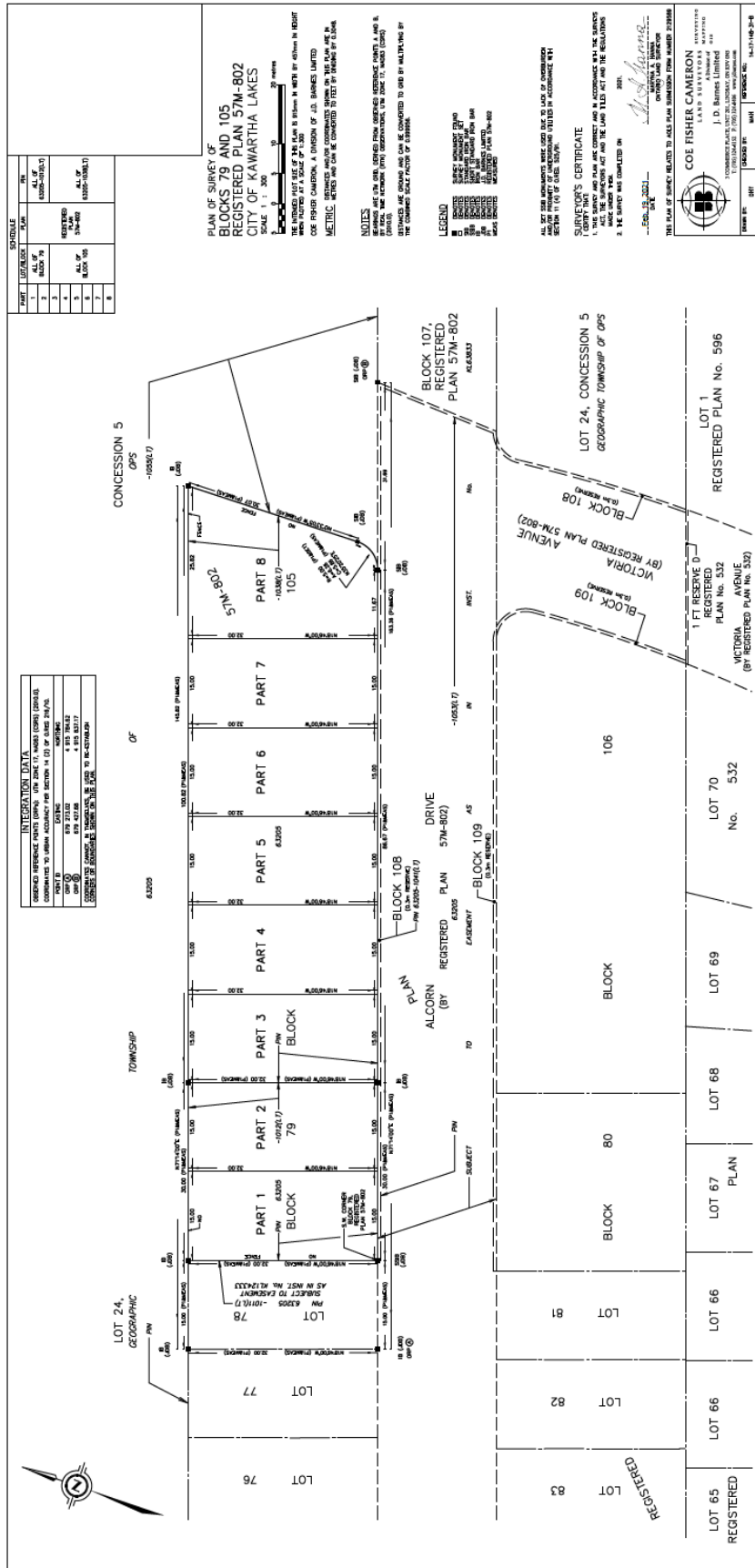
**(Acting) Department Head: Richard Holy**

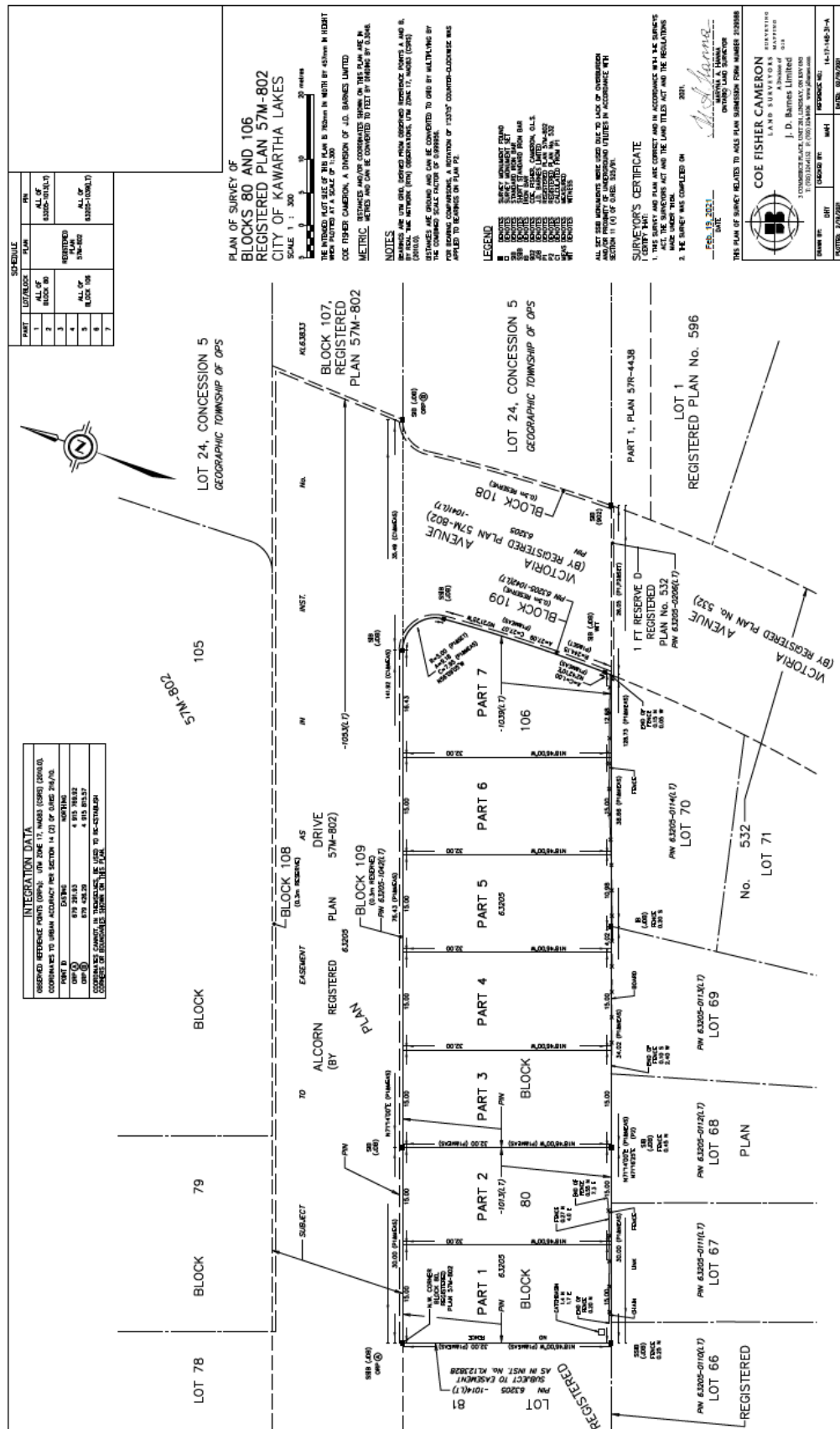
**Department File: D06-2021-014**



to







The Corporation of the City of Kawartha Lak

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 D06-2021-014, Report PLAN2021-037, respecting Blocks 79, 80, 105 and 106, Plan 57M-802, former Town of Lindsay, identified as vacant land on Alcorn Drive – Regis Homes 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. 2015-072, 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 One Special Seventeen Holding [R1-S17(H)] Zone.
4. The conditions imposed by Council and shown in By-law 2015-072 are no longer required.

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 Blocks 79, 80, 105 and 106, Plan 57M-802, former Town of Lindsay, City of Kawartha Lakes.
- 1.02 **Schedule Amendment:** Schedule A to By-law No. 2000-75 of the Town of Lindsay is further amended to remove the Holding (H) symbol from the Residential One Special Seventeen Holding [R1-S17(H)] Zone for the land referred to as R1-S17, 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

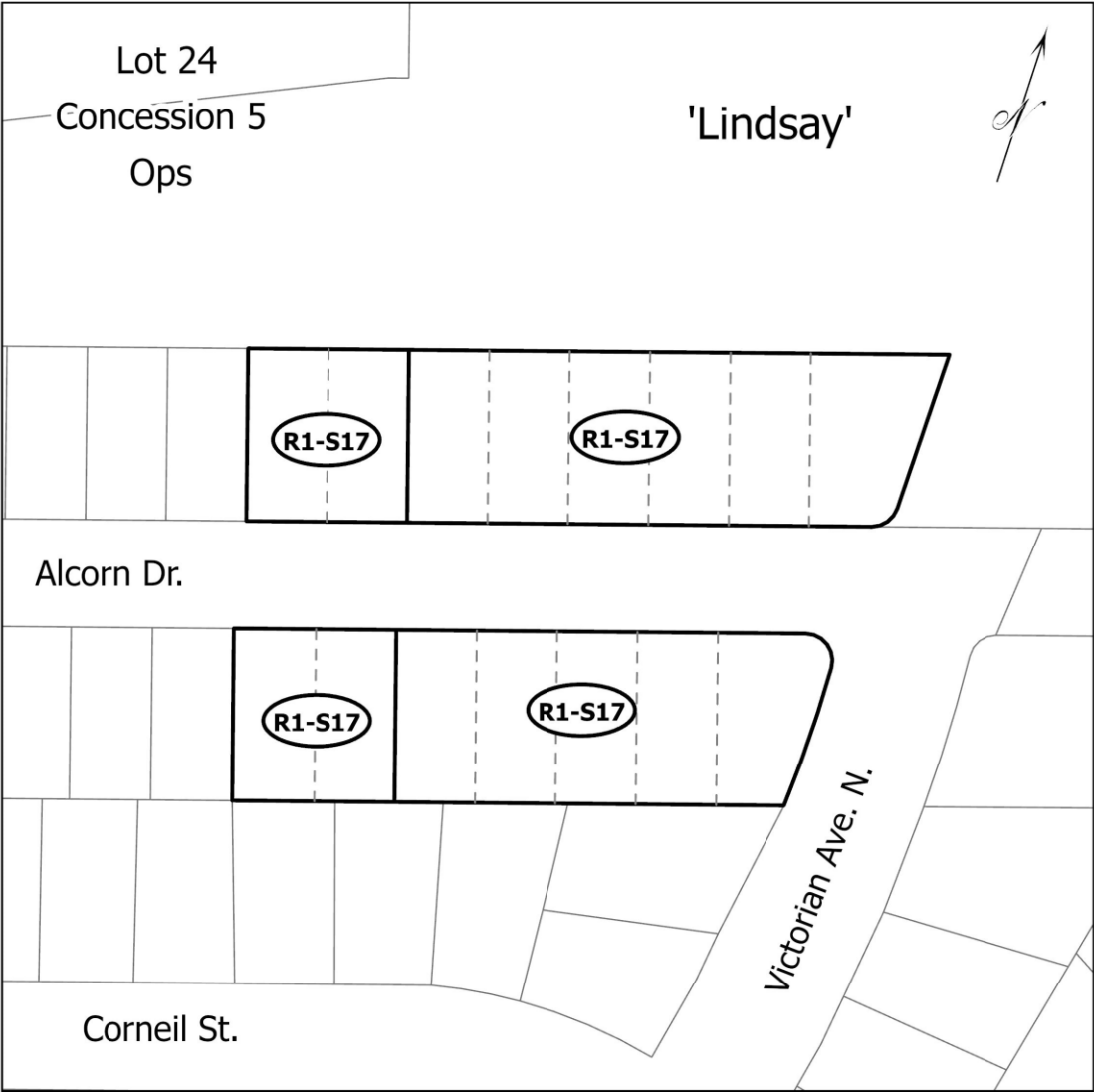
THE CORPORATION OF THE CITY OF

KAWARTHA LAKES

THIS IS SCHEDULE 'A' TO BY-LAW \_\_\_\_\_ PASSED

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021.

MAYOR \_\_\_\_\_ CLERK \_\_\_\_\_





## Council Report

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<b>Report Number:</b>	<b>ED2021-021</b>
<b>Meeting Date:</b>	June 15, 2021
<b>Title:</b>	Kawartha Lakes SkillsAdvance Ontario Program Amending Agreements with Victoria County Career Services and Sir Sanford Fleming College
<b>Description:</b>	Amending Agreements regarding the extension of the SkillsAdvance Ontario to March 31, 2022.
<b>Author and Title:</b>	Danielle Harris, Economic Development Officer

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### Recommendations:

**That** Report ED2021-021, **Kawartha Lakes SkillsAdvance Ontario Program Amending Agreements with Victoria County Career Services and Sir Sandford Fleming College**, be received; and

**That** the Mayor and Clerk be authorized to execute service agreements with Victoria County Career Services and Sir Sanford Fleming College to implement the Kawartha Lakes SkillsAdvance Ontario Program extension, substantially in the form as provided in Appendix D and F respectively to Report ED2021-021.

**(Acting) Department Head:** \_\_\_\_\_

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

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

## **Background:**

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

### **CR2020-453**

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

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

### **Carried**

The City has received an amendment to the Kawartha Lakes SkillsAdvance Ontario (KLSAO) agreement to extend the project from March 31, 2021 to March 31, 2022. The purpose of this report is to extend the agreements between the City and the program delivery partners, Fleming College and VCCS, to align with the amended provincial agreement.

## **Rationale:**

In the 2020-2021 program, the KLSAO program successfully met its training targets for Incumbent Workers, training 49 participants. Part of this training included a customized Grain Handling Safety program created in direct response to feedback from local employers in the Agriculture sector. The KLSAO also successfully adjusted its programming and training to provide Covid-19 safe, in-person Job Seeker training. Two sector focused cohorts were delivered and successfully trained, graduated and secured the employment of 9 Job Seekers as part of the 6-week pre-employment program.

Going forward, this extension to the KLSAO program will provide essential and technical training to approximately 105 participants through two training streams between June 2021 and March 31, 2022. Five (5) Job Seeker cohorts will be offered with a hybrid online/in-person training sector specific curriculum. The class sizes will be limited to less than 10 in order to provide safe and physically distanced learning experiences. The cohorts will run between June 2021 and February 2022 with a target of 30 Job Seekers trained.

The incumbent training stream will be made available to Employers and their existing workers from June 2021 to February 2022 with a target of 75 workers to be trained. In addition to manufacturing and agriculture sector, the amended agreement also allows for training in the construction sector.

Training is provided by Sir Sandford Fleming College and VCCS.

VCCS will continue to be responsible for the 6-week Job Seeker program. This includes supporting the Job Seeker Participant:

- Throughout the KLSAO recruitment process, including orientation and service planning for each individual;
- Sector-focused pre-employment services, including “soft skills training” and other pre-employment readiness training;
- Employment services, including Participant job matching with the local employers and vacant job positions; and,
- Ongoing Job Seeker participant case management for up to one year.

Fleming College will continue to be the technical Skills trainer for both streams. As a trainer, Fleming College will:

- Provide essential and technical skills training for the 6-week Job Seeker and Incumbent workers streams;
- Provide sector-focused training through the School of Trades and Technology, School of Environmental and Natural Resource Sciences, and the Continuing Education office; and,
- Bring previous experience with SAO programming through their leadership of two other SAO programs.

### **Other Alternatives Considered:**

The Kawartha Lakes SAO has been developed in consultation with the Ministry of Labour, Training and Skills Development within the program guidelines and has clearly established deliverables in partnership with Fleming and VCCS. No other alternatives have been considered.

### **Alignment to Strategic Priorities**

This report aligns with three strategic priorities:

1. Good Government
2. A Vibrant and Growing Economy
3. An Exceptional Quality of Life



The Kawartha Lakes SkillsAdvance Program continues to advance the City of Kawartha Lakes Council's vision of a thriving and growing communities within a healthy natural environment by strengthening local business stability and upskilling the local workforce.

In 2017, Council adopted the Kawartha Lakes Economic Development Strategy to support the Council goal of a Vibrant and Growing Economy. The Strategy was a people focused strategy, recognizing that the strengths of the local economy were built on the business owners, workforce and residents of the community. The strategy identified that the majority of new jobs in Kawartha Lakes will come from the expansion of existing businesses and five (5) established or emerging clusters were chosen to be the focus of economic development programs to promote business and job growth. Manufacturing and Agriculture and Food are two of those clusters. In both clusters, challenges to business growth is often tied to gaps in the workforce. Additionally, construction is a sector that has been impacted by the COVID-19 pandemic and has been identified as a good fit for the SAO training program.

This program specifically addresses the recommendations and multiple Action Plans outlined in the Kawartha Lakes Agriculture and Food Action Plan 2020-2024 Farmers to Consumers: Growing Success 2.0. The KLSAO program incorporated many of the Agriculture and Food Action Plan components into the program creation and design. The CKL has identified the agriculture sector as a "significant economic driver that contributes to the overall quality of life in the region, a variety of agriculture and agri-food related businesses also play an important role in the City's economy."

Overall, the KLSAO program is a financially independent and community developed resource for members of our community that require supportive training as an entry into long-term meaningful employment, while also supporting the workforce development of businesses and organizations of these three sectors.

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

The KLSAO is fully funded through the Agreement between the Ministry of Labour, Training, and Skills Development and the City of Kawartha Lakes. As a result of the extension through the Amending Agreement, the funding has increased from \$1,179,778 to \$1,421,549. The Amending Agreement provided up to an additional \$241,771 to cover additional costs for the 2021-2022 provincial financial year.

The SAO Program funding supports the hiring of two full-time temporary staff to administer the program for the duration of the funding period, as well as financial supports available to other departments in the CKL that will support and assist with the programs development and administration (i.e. Legal, IT, HS).

This SAO program is funded to March 31, 2022. It is anticipated that a second application request will be made to extend the program funding for the 2022 - 2023 Provincial financial year.

## Consultations:

Manager, Economic Development  
City Solicitor  
Treasurer  
Sir Sandford Fleming College  
Victoria County Career Services (VCCS)

## Attachments:

Appendix A – Ontario Transfer Payment Agreement SkillsAdvance Ontario #40684 – Formal Agreement between the City of Kawartha Lakes and the Ministry of Labour, Training and Skills Development for the SAO program.



2019-2021 SAO  
Agreement - City of

Appendix B – Ontario Transfer Payment Amending Agreement SkillsAdvance Ontario #40684 – Formal Amending Agreement between the City of Kawartha Lakes and the Ministry of Labour, Training and Skills Development for the SAO program.



2019-2022 SAO -  
City of Kawartha Lak

Appendix C – Service Agreement between VCCS and the City of Kawartha Lakes – agreement between the two organizations, outlining the roles and responsibilities of each party for this SAO Program



Appendix C Report  
ED2021-021.pdf

Appendix D – Amending Service Agreement between VCCS and the City of Kawartha Lakes – amending agreement between the two organizations, outlining the roles and responsibilities of each party for this SAO Program



2019 - 2022 SAO KL  
and VCCS Amending

Appendix E – Service Agreement between Fleming College and the City of Kawartha Lakes – agreement between the two organizations, outlining the roles and responsibilities of each party for this SAO Program.



2019- 2021  
SkillsAdvance Ontar

Appendix F – Amending Service Agreement between Fleming College and the City of Kawartha Lakes – amending agreement between the two organizations, outlining the roles and responsibilities of each party for this SAO Program.



2019-2022 SAO KL  
and Fleming College

**(Acting) Department Head email: [rholy@kawarthalakes.ca](mailto:rholy@kawarthalakes.ca)**

**(Acting) Department Head: Richard Holy**

FILE NO. \_\_\_\_\_

**ONTARIO TRANSFER PAYMENT AGREEMENT  
SKILLSADVANCE ONTARIO (SAO)**

**THE AGREEMENT**, effective as of the 30th day of March, 2020 (the "**Effective Date**")

**BETWEEN :**

**Her Majesty the Queen in right of Ontario  
as represented by the Minister of Labour, Training and Skills  
Development**

**(the "Province")**

**- and -**

**City of Kawartha Lakes**

**(the "Recipient")**

**BACKGROUND**

The Recipient intends to carry out the Project.

The Province wishes to provide Funds to the Recipient for the Project.

**CONSIDERATION**

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Province and the Recipient (the "**Parties**") agree as follows:

**ENTIRE AGREEMENT**

This agreement (the "**Agreement**"), including:

Schedule "A" -	General Terms and Conditions
Schedule "B" -	Project Specific Information and Additional Provisions
Schedule "C" -	Project Description and Timelines
Schedule "D" -	Budget
Schedule "E" -	Payment Plan
Schedule "F" -	Reporting
Schedule "G" -	Performance Commitments

Agreement Number: 40684

Schedule "H" - Audit and Accountability Requirements; and  
any amending agreement entered into as provided for below,

constitutes the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

#### **COUNTERPARTS**

The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

#### **AMENDING THE AGREEMENT**

The Agreement may only be amended by a written agreement duly executed by the Parties.

#### **ACKNOWLEDGEMENT**

The Recipient:

- a. acknowledges that it has read and understands the provisions contained in the entire Agreement; and
- b. agrees to be bound by the terms and conditions contained in the entire Agreement.

**IN WITNESS WHEREOF**, the Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as  
represented by the Minister of Labour, Training and  
Skills Development**

by:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Jennifer Barton  
Title: Regional Director  
Authorized Signing Officer

**City of Kawartha Lakes**

by:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

by:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the Recipient.

## SCHEDULE "A"

### GENERAL TERMS AND CONDITIONS

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#### 1.0 INTERPRETATION AND DEFINITIONS

##### 1.1 **Interpretation.** For the purposes of interpretation:

- a. words in the singular include the plural and vice-versa;
- b. words in one gender include all genders;
- c. the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- d. any reference to dollars or currency will be in Canadian dollars and currency; and
- e. "include", "includes" and "including" denote that the subsequent list is not exhaustive.

##### 1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

**"Additional Provisions"** means the terms and conditions referred to in section 9.1 and as specified in Schedule "B".

**"BPSAA"** means the *Broader Public Sector Accountability Act, 2010* (Ontario).

**"Budget"** means the budget attached to the Agreement as Schedule "D".

**"Business Day"** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**"Event of Default"** has the meaning ascribed to it in section 15.1.

**"Expiration Date"** means the date on which this Agreement will expire and is the date set out in Schedule "B".

**"Funding Year"** means:

- a. in the case of the first Funding Year, the period commencing on the Effective

Date and ending on the following March 31; and

- b. in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement.

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

**“Maximum Funds”** means the maximum amount the Province will provide the Recipient under the Agreement as set out in Schedule “B”.

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

**“Party”** means either the Province or the Recipient.

**“Project”** means the undertaking described in Schedule “C”.

**“PSSDA”** means the *Public Sector Salary Disclosure Act, 1996* (Ontario).

**“Reports”** means the reports described in Schedule “F”.

**“Timelines”** means the Project schedule set out in Schedule “C”.

## **2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS**

### **2.1 General.** The Recipient represents, warrants and covenants that:

- a. it is, and will continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- b. it has, and will continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project;
- c. it is in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project, the Funds or both; and



- d. unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete for the term of the Agreement.

**2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- a. the full power and authority to enter into the Agreement; and
- b. taken all necessary actions to authorize the execution of the Agreement.

**2.3 Governance.** The Recipient represents, warrants and covenants that it has, and will maintain, in writing for the period during which the Agreement is in effect:

- a. a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- b. procedures to ensure the ongoing effective functioning of the Recipient;
- c. decision-making mechanisms for the Recipient;
- d. procedures to enable the Recipient to manage Funds prudently and effectively;
- e. procedures to enable the Recipient to complete the Project successfully;
- f. procedures to enable the Recipient, in a timely manner, to identify risks to the completion of the Project, and strategies to address the identified risks;
- g. procedures to enable the preparation and delivery of all Reports required pursuant to Article 7.0; and
- h. procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

**2.4 Supporting Documentation.** Upon request, the Recipient will provide the Province with proof of the matters referred to in this Article 2.0.

### **3.0 TERM OF THE AGREEMENT**

**3.1 Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date unless terminated earlier pursuant to Article 13.0, Article 14.0 or Article 15.0.

#### **4.0 FUNDS AND CARRYING OUT THE PROJECT**

##### **4.1 Funds Provided.** The Province will:

- a. provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- b. provide the Funds to the Recipient in accordance with the Payment Plan attached to the Agreement as Schedule "E"; and
- c. deposit the Funds into an account designated by the Recipient provided that the account:
  - i. resides at a Canadian financial institution; and
  - ii. is in the name of the Recipient.

##### **4.2 Limitation on Payment of Funds.** Despite section 4.1:

- a. the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section 12.2;
- b. the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- c. the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to section 7.1; and
- d. if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - i. reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
  - ii. terminate the Agreement pursuant to section 14.1.

##### **4.3 Use of Funds and Project.** The Recipient will:

- a. carry out the Project in accordance with the terms and conditions of the Agreement;

- b. use the Funds only for the purpose of carrying out the Project;
- c. spend the Funds only in accordance with the Budget; and
- d. not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, including other ministries, agencies and organizations of the Government of Ontario.

4.4 **Province's Role Limited to Providing Funds.** For greater clarity, the Province's role under the Agreement is limited to providing Funds to the Recipient for the purposes of the Project and the Province is not responsible for carrying out the Project.

4.5 **No Changes.** The Recipient will not make any changes to the Project, the Timelines, or the Budget without the prior written consent of the Province.

4.6 **Interest Bearing Account.** If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

4.7 **Interest.** If the Recipient earns any interest on the Funds, the Province may:

- a. deduct an amount equal to the interest from any further instalments of Funds; or
- b. demand from the Recipient the repayment of an amount equal to the interest.

4.8 **Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds.

4.9 **Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

4.10 **Funding, Not Procurement.** For greater clarity, the Recipient acknowledges that:

- a. it is receiving funding from the Province for the Project and is not providing goods or services to the Province; and
- b. the funding the Province is providing under the Agreement is funding for the purposes of the PSSDA.

## 5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF

## **ASSETS**

- 5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:
- a. do so through a process that promotes the best value for money; and
  - b. comply with the BPSAA, including any procurement directive issued thereunder, to the extent applicable.
- 5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

## **6.0 CONFLICT OF INTEREST**

- 6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.
- 6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:
- a. the Recipient; or
  - b. any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project, the use of the Funds, or both.
- 6.3 **Disclosure to Province.** The Recipient will:
- a. disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
  - b. comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

## **7.0 REPORTING, ACCOUNTING AND REVIEW**

- 7.1 **Preparation and Submission.** The Recipient will:

- a. submit to the Province at the address referred to in section 19.1, all Reports in accordance with the timelines and content requirements set out in Schedule "F", or in a form as specified by the Province from time to time;
- b. submit to the Province at the address referred to in section 19.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- c. ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- d. ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

**7.2 Record Maintenance.** The Recipient will keep and maintain:

- a. all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- b. all non-financial documents and records relating to the Funds or otherwise to the Project.

**7.3 Inspection.** The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:

- a. inspect and copy the records and documents referred to in section 7.2;
- b. remove any copies made pursuant to section 7.3a. from the Recipient's premises; and
- c. conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

**7.4 Disclosure.** To assist in respect of the rights set out in section 7.3, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

- 7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.
- 7.6 **Auditor General.** For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

## 8.0 COMMUNICATIONS REQUIREMENTS

- 8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province in a form and manner as directed by the Province.
- 8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## 9.0 FURTHER CONDITIONS

- 9.1 **Additional Provisions.** The Recipient will comply with any Additional Provisions. In the event of a conflict or inconsistency between any of the requirements of the Additional Provisions and any requirements of this Schedule "A", the Additional Provisions will prevail.

## 10.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 10.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

## 11.0 INDEMNITY

- 11.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.



- 11.2 **Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.
- 11.3 **Province's Election.** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of Province under the Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.
- 11.4 **Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.
- 11.5 **Recipient's Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations.

## 12.0 INSURANCE

- 12.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and will maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount set out in Schedule "B" per occurrence. The policy will include the following:
- a. the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
  - b. a cross-liability clause;
  - c. contractual liability coverage; and
  - d. a 30 day written notice of cancellation.
- 12.2 **Proof of Insurance.** The Recipient will provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 12.1. Upon the request of the

Province, the Recipient will make available to the Province a copy of each insurance policy.

### **13.0 TERMINATION ON NOTICE**

**13.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty or costs upon giving at least 30 days' Notice to the Recipient.

**13.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section 13.1, the Province may take one or more of the following actions:

- a. cancel all further instalments of Funds;
- b. demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- c. determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - i. permit the Recipient to offset such costs against the amount owing pursuant to section 13.2b.; and
  - ii. subject to section 4.8, provide Funds to the Recipient to cover such costs.

### **14.0 TERMINATION WHERE NO APPROPRIATION**

**14.1 Termination Where No Appropriation.** If, as provided for in section 4.2d., the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

**14.2 Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section 14.1, the Province may take one or more of the following actions:

- a. cancel all further instalments of Funds;
- b. demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and



- c. determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 14.2b.

14.3 **No Additional Funds.** For greater clarity, if the costs determined pursuant to section 14.2c. exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

## 15.0 **EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT**

15.1 **Events of Default.** Each of the following events will constitute an Event of Default:

- a. in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - i. carry out the Project;
  - ii. use or spend Funds; or
  - iii. provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1b.;
- b. the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- c. the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- d. the Recipient ceases to operate.

15.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- a. initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- b. provide the Recipient with an opportunity to remedy the Event of Default;

- c. suspend the payment of Funds for such period as the Province determines appropriate;
- d. reduce the amount of the Funds;
- e. cancel all further instalments of Funds;
- f. demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- g. demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- h. demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and
- i. terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**15.3 Opportunity to Remedy.** If, in accordance with section 15.2b., the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- a. the particulars of the Event of Default; and
- b. the Notice Period.

**15.4 Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 15.2b., and:

- a. the Recipient does not remedy the Event of Default within the Notice Period;
- b. it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- c. the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 15.2a., c., d., e., f., g., h. and i.

**15.5 When Termination Effective.** Termination under this Article will take effect as set out in the Notice.

## **16.0 FUNDS AT THE END OF A FUNDING YEAR**

16.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article 15.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- a. demand the return of the unspent Funds; and
- b. adjust the amount of any further instalments of Funds accordingly.

## 17.0 FUNDS UPON EXPIRY

17.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

## 18.0 REPAYMENT

18.1 **Repayment of Overpayment.** If at any time during the term of the Agreement the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- a. deduct an amount equal to the excess Funds from any further instalments of Funds; or
- b. demand that the Recipient pay an amount equal to the excess Funds to the Province.

18.2 **Debt Due.** If, pursuant to the Agreement:

- a. the Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
- b. the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise.

18.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

18.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address referred to in section 19.1.

18.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to repay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

## 19.0 NOTICE

19.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Recipient respectively as set out in Schedule "B", or as either Party later designates to the other by Notice.

19.2 **Notice Given.** Notice will be deemed to have been given:

- a. in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- b. in the case of email, personal delivery or fax, one Business Day after the Notice is delivered.

19.3 **Postal Disruption.** Despite section 19.2a., in the event of a postal disruption:

- a. Notice by postage-prepaid mail will not be deemed to be received; and
- b. the Party giving Notice will provide Notice by email, personal delivery or by fax.

## 20.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

20.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

## 21.0 SEVERABILITY OF PROVISIONS

21.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any

other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

## **22.0 WAIVER**

- 22.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 19.0. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

## **23.0 INDEPENDENT PARTIES**

- 23.1 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

## **24.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

- 24.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement.
- 24.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

## **25.0 GOVERNING LAW**

- 25.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## **26.0 FURTHER ASSURANCES**

- 26.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the

Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## **27.0 JOINT AND SEVERAL LIABILITY**

- 27.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## **28.0 RIGHTS AND REMEDIES CUMULATIVE**

- 28.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## **29.0 ACKNOWLEDGEMENT OF OTHER LEGISLATION AND DIRECTIVES**

- 29.1 **Recipient Acknowledges.** The Recipient:

- a. acknowledges that by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the BPSAA, the PSSDA, and the *Auditor General Act* (Ontario);
- b. acknowledges that Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the BPSAA; and
- c. will comply with any such legislation, including directives issued thereunder, to the extent applicable.

## **30.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

- 30.1 **Other Agreements.** If the Recipient:

- a. has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies;

- b. has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- c. has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- d. such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

### **31.0 SURVIVAL**

- 31.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 and any other applicable definitions, section 4.2d., 4.7, section 5.2, section 7.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), sections 7.2, 7.3, 7.4, 7.5, 7.6, Article 8.0, Article 11.0, section 13.2, sections 14.2 and 14.3, sections 15.1, 15.2d., e., f., g. and h., Article 17.0, Article 18.0, Article 19.0, Article 21.0, section 24.2, Article 25.0, Article 27.0, Article 28.0, Article 29.0, Article 30.0, and Article 31.0.

### **- END OF GENERAL TERMS AND CONDITIONS -**



## SCHEDULE "B"

### PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

<b>Maximum Funds</b>	\$1,179,778
<b>Expiration Date</b>	March 31, 2021
<b>Amount for the purposes of section 5.2 of Schedule "A"</b>	\$1,000
<b>Insurance</b>	\$ 2,000,000
<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Name:</b> Ministry of Labour, Training and Skills Development</p> <p><b>Address:</b> 347 Preston Street, 3<sup>rd</sup> Floor, Suite 310, Ottawa, ON, K1S 3H8</p> <p><b>Attention:</b> Jennifer Barton, Regional Director</p> <p><b>Fax:</b> 613-239-0411</p> <p><b>Email:</b> EastRPU@ontario.ca</p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Name:</b> City of Kawartha Lakes</p> <p><b>Address:</b> 180 Kent Street, Lindsay, ON, K9V 2Y6</p> <p><b>Attention:</b> Rebecca Mustard</p> <p><b>Fax:</b> 705-340-5961</p> <p><b>Email:</b> rmustard@kawarthalakes.ca</p>
<b>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</b>	<p><b>Name:</b> Carolyn Daynes</p> <p><b>Position:</b> Treasurer</p> <p><b>Fax:</b> 705-340-5961</p> <p><b>Email:</b> cdaynes@kawarthalakes.ca</p>



## **Additional Provisions:**

### **1. Amendments to Definitions**

The definition of "Indemnified Parties" in section 1.2 is deleted and replaced with:

**"Indemnified Parties"** means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, employees and authorized subcontractors.

### **2. Further Definitions**

The following definitions also apply to this Agreement

**"EOIS-CaMS"** means the Employment Ontario Information System-Case Management System.

**"Employer"** means a person or a firm registered in SAO and actively receiving SAO services; and/or informing the development and delivery of sector-focused employment and training services to ensure that Participants have the right essential, technical, and employability skills to obtain entry-level employment and advance in identified sectors.

**"EOPG"** means the Employment Ontario Partners' Gateway, a provincially maintained website which provides support to service providers delivering Employment Ontario programs and services as part of the Employment Ontario network.

**"FIPPA"** means the *Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F. 31*, as amended.

**"Incumbent Worker"** means a person registered in SAO as a Participant who is already employed, but is either vulnerable in his or her current employment or faces barriers to advancement before receiving SAO services.

**"Individuals"** means a person who is interested in becoming a Participant.

**"Jobseeker"** means a person registered in SAO as a Participant and is unemployed before receiving SAO services.

**"Participant"** means a person registered in SAO and actively receiving SAO services.

**"Participant Intake Target"** means a Participant who has started receiving SAO services in 2019-2021.

**"Participant Placement Target"** means a Participant who has started a job placement in 2019-2021.

**“Participant Retention Target”** means a Participant who has completed their job placement and remains employed with the placement employer.

**“SAO”** means SkillsAdvance Ontario.

**“Sector”** means multiple employers or organizations that are in the same or a similar or related industry.

**“SPRA”** means Service Provider Registration Authority.

### **3. Additions to Article 2.0**

The following provisions are added to section 2.1:

- e. it has provided, and will continue to provide for the term of the Agreement, training to any person involved in carrying out the Project on the relevant responsibilities of the Recipient set out in the Agreement; and
- f. it has taken, and will continue to take for the term of the Agreement, all reasonable actions to minimize and reduce the costs related to the Project that may be incurred as a result of the expiry or termination of the Agreement including negotiating all contracts related to the Project, such as employment contracts, on terms that will enable the Recipient to cancel them upon terms and conditions that will minimize their cancellation costs in the event of the expiry or termination of the Agreement

### **4. Additions to Article 5.0**

The following provisions are added to Article 5.0:

**5.3 Ownership of Products.** The Recipient will own the Products.

**5.4 Recipient's Grant of Licence.** The Recipient grants the Province and all Stakeholders a perpetual, irrevocable and royalty-free licence to use the Products for any purpose except commercial gain. Without limitation, the Province may update, revise, copy, translate or distribute the Products to its Stakeholders.

**5.5 Representation and Warranty.** The Recipient represents and warrants that the grant of licences pursuant to section 5.4 will not infringe or induce the infringement of any third party intellectual property rights.

**5.6 Acceptance of Terms of Licence.** If at any time, the Recipient is granted a licence for other Products pursuant to an agreement with the Province and another organization to carry out a project with the Province, or a successor Government of Ontario program, the Recipient acknowledges and agrees:

- a. that the licence for the other Products is solely applicable for the purpose of the Recipient carrying out the Project or a subsequent project with the Province, or a successor Government of Ontario program;
- b. the license expires on the day that the Recipient does not hold a valid agreement with the Province to carry out a project with the Province, or a successor Government of Ontario program; and
- c. to immediately cease using, modifying, reproducing or distributing the other Products upon the expiry of the licence.

#### **5. Additions to Article 7.0**

The following provision is added to Article 7.0:

**7.7 Records Transfer.** At any time after the expiry of the Agreement or the termination of the Agreement pursuant to Article 13.0, Article 14.0 or Article 15.0, the Province may demand the transfer of any records referred to in section 7.2 to another organization identified by the Province in order to facilitate the successful continuation or completion of the Project, or a similar project, including the continuation or completion of services to individuals.

#### **6. Amendment and Addition to Article 8.0**

Section 8.2 is deleted and replaced with:

**8.2 Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province, and shall include a statement that "The Government of Ontario and its agencies are in no way bound by the recommendations contained in this document."

The following provision is added to Article 8.0:

**8.3 Visual Identity and Communications.** The Recipient will comply with the Visual Identity and Communications Guidelines for Employment Ontario Services, available on the EOPG, and which may be amended from time to time at the sole discretion of the Province.

#### **7. Additions to Article 10.0**

The following provisions are added to Article 10.0:

10.2 **Idem.** The Recipient acknowledges that the Province is bound by FIPPA and undertakes to perform its obligations under the Agreement in a manner that ensures that the Province is not in breach of its obligations under FIPPA.

10.3 **Protection of Privacy.** The Recipient represents and warrants that it will protect privacy in accordance with applicable privacy legislation or pursuant to its own privacy policy that is consistent with the Canadian Standards Association Code for the Protection of Personal Information and that is publicly available. Without limitation, the Recipient will:

- a. designate an experienced official who will be responsible for ensuring the Recipient's compliance with its privacy policy and the privacy protection provisions of the Agreement;
- b. make the designated privacy officer aware of the privacy policy and the privacy protection provisions of the Agreement;
- c. implement appropriate privacy protection training of employees, contractors and authorized subcontractors who have access to personal information to deliver the Project;
- d. only collect, use and disclose personal information if necessary to deliver the Project to the Recipient's Participants and comply with its obligations under the Agreement;
- e. ensure that the personal information of the Recipient's Participants, including contact information, is accurate and up to date;
- f. at the earliest opportunity, provide notice of collection, if required, and obtain and retain any consents that may be necessary to deliver the Project and comply with its obligations under the Agreement in compliance with all applicable privacy legislation, and the Recipient's privacy policy;
- g. on behalf of the Province, provide each Participant with the Notice of Collection of Personal Information and obtain his or her Consent to the indirect collection of personal information set out on the forms as mandated by the Province for this Project and retain the signed forms as mandated by the Province for this Project for a period of seven (7) years and make it available to the Province, upon request;
- h. not use personal information that was collected for use in delivering the Project to the Recipient's Participants for any other purpose without the informed and voluntary written

consent of the individual;

- i. limit access to personal information to employees, contractors and authorized subcontractors who need the personal information to deliver the Project to the Recipient's Participants and ensure the Recipient's compliance with its obligations under the Agreement;
- j. ensure that only the SPRA and employees authorized by the SPRA have access to the EOIS-CaMS, using their assigned EOIS-CaMS Enrolment Numbers and PIN IDs and that the SPRA and the authorized users abide by the SPRA Terms and Conditions and the representations made by the Recipient on the SPRA EOIS-CaMS Registration form;
- k. before disclosing personal information to employees, contractors and authorized subcontractors, enter into an agreement with them requiring them to be bound by the Recipient's privacy policy and the privacy protection provisions of the Agreement;
- l. ensure the security and integrity of any personal information collected by implementing, using and maintaining the most appropriate products, tools, measures and procedures to prevent the unauthorized or inadvertent collection, use, disclosure, loss, alteration or destruction;
- m. provide Participants with access to their own personal information in accordance with applicable privacy legislation, and the Recipient's privacy policy;
- n. ensure the secure and irreversible destruction of paper records containing personal information when it is no longer needed to deliver the Project or to comply with the obligations under the Agreement;
- o. ensure that electronic records containing personal information that are no longer needed to deliver the Project or to comply with the obligations under the Agreement are not accessible until secure and irreversible destruction of these records is possible;
- p. notify the Province as soon as the Recipient becomes aware of a potential or actual breach of any of the privacy policy and the privacy protection provisions of the Agreement;

- q. cooperate with the Province and its contractors and auditors in any audit of or investigation into a breach of the privacy policy and the privacy protection provisions of the Agreement; and
- r. implement, use and maintain other specific privacy or security measures that in the reasonable opinion of the Province would improve the adequacy and effectiveness of the Recipient's measures to ensure the privacy and security of the records collected, created, used and disclosed in the delivery of the Project and compliance with the obligations under the Agreement.

## **8. Amendment to Article 12.0**

Section 12.1 is deleted and replaced with:

**12.1 Recipient's Insurance.** The Recipient represents and warrants that it has, and will maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, or if the Recipient is a school board, with the Ontario School Boards' Insurance Exchange, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy will include the following:

- a. the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- b. a cross-liability clause;
- c. contractual liability coverage; and
- d. a 30 day written notice of cancellation, termination or material change.

## **9. Addition to Article 15.0**

The following provision is added to section 15.1a.:

- iv. meet the performance commitments described in Schedule "G".

## **10. Amendment to Article 31.0**

The following provisions are added to the list in Article 31.0: Article 10.0 and Section 8 e. in Schedule C.



## **SCHEDULE "C"**

### **PROJECT DESCRIPTION AND TIMELINES**

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The Project will be delivered for the period March 30, 2020 to March 31, 2021.

#### **1. BACKGROUND**

SkillsAdvance Ontario (SAO) is a sector-focused workforce development pilot that provides employers in specific sectors with access to job ready, skilled workers that meet their workforce development needs; and provides Individuals with sector-focused employment and training services, including experiential development opportunities to support them to obtain, succeed, and advance in employment.

SAO will support employers to:

- a. Build a supply of skilled Participants who can meet their workforce development needs by providing training services to improve their workforce performance;
- b. Reduce turnover and associated recruitment and training costs;
- c. Demonstrate commitment to workforce development, including advancement of Incumbent Workers; and
- d. Form effective and dependable workforce development partnerships with delivery partners.

SAO will provide Participants with:

- a. Training related to an occupation that offers positive labour market prospects;
- b. Essential, technical, and employability skills training, and on-the-job experience;
- c. Industry-recognized certificate or credential upon completion of training;
- d. New jobs in field of training;
- e. The ability to sustain or advance from their current employment; and
- f. Sustainable employment (i.e. sufficient hours to sustain household income; greater security through improved employment status and reduced chance of getting laid-off).

SAO sectors are identified by delivery partners and advisory committee (refer to Section 3 in this schedule for roles and responsibilities of delivery partners and advisory committee) in Ontario as having vacancies and advancement opportunities for partnership to develop sector-focused training curriculum and employment services to meet workforce development needs.



## **2. OBJECTIVES**

SAO is intended to support:

- a. Sector-focused work-force development in all aspects of delivery, including skills training and pre-employment, employment, and post-employment services;
- b. Employers with hiring, onboarding and retaining employees and responding to employer skills requirements in the local economy; and
- c. Participants with succeeding and advancing in employment.

## **3. ROLES AND RESPONSIBILITIES**

The Province will:

- a. Administer the Project by receiving and monitoring progress and performance against Agreement activities and outcomes;
- b. Collect and review products, outcomes, and data to evaluate the Project;
- c. Assess the Recipient's capacity to manage complex relationships, its knowledge of and credibility in the sector and regional community, as well as its project management capabilities;
- d. Conduct Recipient site visits; and
- e. Participate in advisory committee, as appropriate.

The Recipient will:

- a. Deliver SAO activities by undertaking all of the Project components and subcomponents;
- b. Lead delivery partners (such as service providers, training providers, SAO employers and community partners) and advisory committee to carry out Project components and subcomponents;
- c. Establish an advisory committee (if an advisory committee has not been established);
- d. Ensure advisory committee consists of representatives from employers, employment training providers, industry associations, labour and economic development organizations, and sector business development organizations;
- e. Ensure delivery partners and advisory committee:
  - i. Advise on sector requirements, including identifying job vacancies to be filled;
  - ii. Develop relevant sector-focused employment services and skills training curriculum;
  - iii. Maintain the ongoing relevance of the workforce development activities; and
  - iv. Deliver sector-focused employment services and skills training;

- f. Enter into and maintain contractual arrangements with delivery partners to deliver SAO;
- g. Develop and manage clear and transparent business arrangements and practices with delivery partners, including developing:
  - i. Clear performance expectations for delivery partners;
  - ii. Consistent and transparent methods for distributing operating Funds and financial supports to delivery partners;
  - iii. Practices for the sharing of Participant data between delivery partners and the Recipient. Participant data sharing practices must comply with applicable privacy legislation;
  - iv. Policies regarding service delivery and coordination, such as intake and assessment processes and procedures, referral processes;
  - v. Processes to collect and report data from all delivery partners in order to accurately complete reporting requirements as required;
  - vi. Written policies on the reimbursement payment process to all delivery partners;
- h. Participate actively in the reporting, monitoring and evaluation of the Project;
  - i. Ensure that objectives, milestones and outcomes are being met;
  - j. Keep a record of progress and accomplishments to-date and maintain accurate financial records;
  - k. Ensure that funding is being used for its intended purpose and that objectives stated in the Agreement are being met;
  - l. Provide prompt and accurate reimbursement to employers, according to the terms and conditions of the training or placement agreement; and
  - m. Input and actively manage information in EOIS-CaMS as required under the Agreement.

#### **4. EMPLOYER ELIGIBILITY AND SUITABILITY**

The Recipient will ensure that employers meet the eligibility and suitability requirements set out below:

##### **a. Eligibility:**

The Recipient will ensure that employers:

- i. Have identified job vacancies or advancement opportunities in Ontario consistent with the workforce development needs to be addressed by the partnership;
- ii. Are registered and licensed to operate in Ontario;
- iii. Comply with all applicable legislation, including federal and provincial human rights legislation, regulations, and any other relevant standards, as well as the *Occupational Health and Safety Act, R.S.O. 1990, Employment Standards Act, 2000, S.O. 2000*, and *Freedom of Information and Protection of Privacy Act, R.S.O., 1990*;

- iv. Maintain appropriate Workplace Safety and Insurance Board or private workplace safety insurance coverage, as well as adequate third party general liability insurance as advised by its insurance broker;
- v. Provide job placements in Ontario;
- vi. Place the Participant on their payroll and provide the same employment terms, conditions, and benefits as for their regular employees during job placements;
- vii. Disclose any other government sources of funding associated with employing the Participants;
- viii. Do not hire Participants to displace existing staff or replace staff who are on lay-off;
- ix. Do not receive government funds from any other source for the same training and job placement services provided to the Participant; and
- x. Are not EO employment and training services providers.

**b. Suitability:**

The Recipient will ensure that employers:

- i. Demonstrate identified vacancies or advancement opportunities that have the potential to be permanent with long-term sustainability;
- ii. Offer support for training completion through:
  - 1. Flexible work arrangements and experiential development opportunities, such as job shadows or job placements;
  - 2. Providing adequate supervision and on-the-job training;
  - 3. Collaboration with delivery partners and advisory committee during the term of the Agreement in identifying specific essential, technical, and employability skills requirements associated with vacancies and advancement opportunities; and
  - 4. Providing advice on changes required to sector-focused employment services, training curriculum or occupational training.

## 5. PARTICIPANT ELIGIBILITY AND SUITABILITY

**a. Eligibility**

The Recipient will ensure that Participants meet the eligibility requirements set out below:

- i. Individuals who are unemployed, precariously employed, or employed with low household income (for the purpose of this Project, Individuals who are working less than an average of 20 hours per week are considered to be unemployed and low household income is based on Low Income Cut-Off);

- ii. Individuals who are on a SAO employer's payroll but are facing barriers to job retention or advancement as identified by the delivery partners and advisory committee;
- iii. Individuals who are not participating in full-time training, education, or any other government training intervention that offers funding support for similar training or training-related costs (Note: Participants may access SAO financial supports in combination with supports from other government programs, provided they do not overlap or duplicate one another);
- iv. Residents of Ontario and legally entitled to work in Canada (i.e. citizens, permanent residents, or protected persons) and consistent with direction on other EO programs, Individuals who are not permanent residents or citizens (for example, 900-series Social Insurance Number holders) are not eligible, unless they meet the exceptions indicated in the Province's advisory on eligibility.
- v. 18 years of age or older; and
- vi. Individuals who are not employed in senior management or executive positions, or have controlling interest in the business.

**b. Suitability**

The Recipient will ensure that suitable Participants demonstrate the following factors:

- i. Having interest in pursuing a career in the identified sector; or for Individuals who are Incumbent Workers, having interest in advancement and demonstrate potential for success in SAO;
- ii. Poor employment history, for example, long-term unemployment, insufficient working hours (under-employment), or interruptions in work history;
- iii. Low household income, employment in a low-wage job, or dependence on non-employment income sources, such as social assistance or employment insurance benefits;
- iv. The ability to meet additional sector, workplace-specific requirements or occupational requirements as advised by the delivery partners and advisory committee, such as manual dexterity or strength; and
- v. The ability to meet additional partnership or community-specific criteria, for example, to support the employment and advancement of equity-seeking groups, as applicable.

**6. PROJECT COMPONENTS**

There are two Project components under SAO. The following outlines the two SAO project components and their subcomponents:

**a. Partnership Development**

- i. Partnership Building and Employer Needs Determination;
- ii. Partnership Sustainment (Management)

**b. Employer and Worker Services:**

- i. Sector-Focused Recruitment (Including Orientation and Service Planning)
- ii. Sector-Focused Pre-Employment Services ("Soft Skills Training")
- iii. Sector-Focused Essential and Technical Skills Training ("Hard Skills Training")
- iv. Sector-Focused Employment Services (Including Job Matching and Development)
- v. Sector-Focused Retention and Advancement Services and Ongoing Case Management

The Recipient will ensure that all of the activities under the following Project component(s) and its/their subcomponents are delivered:

**a. Partnership Development and b. Employer and Worker Services**

The Recipient may work with delivery partners to undertake any Project activities under the Project component(s) and subcomponents as required, or the Recipient may deliver all of the component(s) and subcomponents directly.

**7. Partnership Development**

**a. Partnership Building and Employer Needs Determination**

Under this project subcomponent, the Recipient will:

- i. Conduct outreach activities with SAO employers to:
  - 1. Build trust across sector or industry employers and understanding of their alignment of interest; and
  - 2. Raise awareness of potential benefits of SAO and how it aligns with employers' business interests;
- ii. Establish open and inclusive planning of workforce development priorities with sector and industry employers and associations, including the development of key success indicators by
  - 1. Complementing planning with effective governance, communication structures and approaches between SAO employers, advisory committee and delivery partners;
- iii. Develop and validate occupational and skills needs amongst SAO employers, which includes:
  - 1. Mapping and inventorying in-demand occupations, required competencies and credentials and technical and essential skills requirements; and
  - 2. Identifying specific and projected vacancies or advancement opportunities across SAO employers;



- iv. Identify knowledge, experience and other resources, such as cash or in-kind contributions by SAO employers that can be leveraged to achieve shared goals and outcomes;
- v. Where applicable, enter into contractual arrangements with delivery partners and SAO employers for the development and delivery of employment and training services;
- vi. Develop employment and training service curriculum and delivery approaches that reflect knowledge of the sector's workforce development requirements through:
  - 1. Refocusing employment services to meet employability skills requirements (for example, sector-focused soft skills needs);
  - 2. Developing new training curriculum or revising existing curriculum to meet essential and technical skills needs; and
  - 3. Endorsing sector-focused employment and training services and curriculum by SAO employers and advisory committee;
- vii. Customize employment and training curriculum and delivery approaches to meet the needs of SAO employers by working with them to more fully articulate their training needs for the purposes of customization with the delivery partners and to ensure developed training and delivery approaches continue to meet SAO employers' needs on an ongoing basis; and
- viii. Conduct outreach with other community service providers to build awareness of SAO and to identify potential opportunities to develop connections that link Individuals to employment and training opportunities under SAO.

#### **b. Partnership Sustainment (Management)**

Under this project subcomponent, the Recipient will:

- i. Strengthen interpersonal and professional connections amongst SAO employers, advisory committee and delivery partners to encourage continued collaboration, coordination amongst stakeholders and to ensure Participants' needs are met;
- ii. Engage with delivery partners and advisory committee to modify and validate occupational needs and to update the competencies, credentials and skills required for occupations in the identified sectors;
- iii. Modify and refine employment service and skills training curriculum and delivery based on the changing needs of SAO employers; and
- iv. Build up sector and industry capability for partnering, which includes devising strategies, processes and systems for SAO employers to collaborate and partner.

### **8. Employer and Worker Services Component**

Under this project component, the Recipient will ensure all of the services under all of the project subcomponents are made available to Participants and employers,

but the Recipient is not required to deliver the subcomponents in the sequence listed below. Services may overlap with each other, based on needs and circumstance. The degree of support and intensity of each service will vary by Participant and not all Participants will need all subcomponents, or all of the activities within a subcomponent.

**a. Sector-Focused Recruitment (Including Orientation and Service Planning):**

The objective of this subcomponent is to identify Individuals with employers to receive training and services, to fill identified vacancies, and to lead them to retention in current employment or advancement opportunities.

The Recipient will:

- i. Recruit potential eligible and suitable Individuals for participation and provide orientation to the Individuals;
- ii. Create a case management profile;
- iii. Work together with delivery partners and SAO employers to screen Individuals based on:
  1. Suitability criteria developed for the SAO Project, such as specific physical requirements of the occupation;
  2. Identified workforce development needs such as aptitude for success in essential, technical, and employability skills training; and
  3. Potential fit with workplace culture as determined by the advisory committee; and
- iv. Screen Individuals for participation based on suitability (in particular, for Jobseekers, the Individual would not find employment in the identified sectors without SAO services).

**Orientation Activities**

The Recipient will:

- i. Conduct interview(s) to assess Individuals' motivation and attitude, employability and, where applicable, current job situation (for example, gauge interest in career advancement);
- ii. Ensure Individuals are made aware of SAO and sector-specific requirements at the employer's job site, if possible, such as:
  1. The requirement to participate in service components based on their needs, including information on time commitments and sector's employment requirements; and
  2. Requirements and conditions of advancement opportunities in the sector, if already employed.
- iii. Assess essential skills and job readiness, based on SAO employer input and training requirements, and support evaluation of learning outcomes (pre- and post-training and intervention);

- iv. Notify Individuals that personal information will be used to contact them for the purpose of monitoring and follow-up; and
- v. Advise Individuals well in advance of additional invasive screening activities used for employment in certain sectors.

### **Case Management and Access to SAO**

The Recipient will:

- i. **For the Individual who is eligible:**  
Ensure a case management profile, is created and completed in EOIS-CaMS for the Individual who wishes to proceed with the determination of suitability.
- ii. **For the Individual who is eligible but not suitable for SAO:**  
Ensure that the Individual is referred to or provided with information on employment and training programs and services.
- iii. **For the Individual who is eligible and suitable and wishes to proceed with SAO:**  
Ensure a service plan is created for Participants indicating registration in SAO.

### **Service Planning**

The Recipient will ensure that:

1. The service plan is developed jointly with the Participant and identifies goals as they relate to SAO participation, all Project components and subcomponents the Participant will take part in, any participation supports or referral services the Participant may require to achieve his or her goals, and is updated regularly, as the Participant moves through different Project components and subcomponents to achieve employment and career or advancement goals;
2. If the Participant is a social assistance recipient, consent to contact the social assistance case manager or administrator will be obtained in order to support service coordination as required;
3. If the Participant is a social assistance recipient, but does not provide consent to contact the social assistance case manager or administrator, advise the Participant that access to participant financial supports and job placement stipend under SAO will not be made available;
4. The Participant's case is managed throughout the Participant's involvement in employment and training services; and
5. Post-employment follow-up is conducted.



**iv. Employability, Essential Skills and Job Readiness Assessment**

Ensure that the Participant's employability, essential skills and job readiness are assessed using an assessment tool recommended by the advisory committee.

The Recipient will ensure that:

1. The assessment tool determines Participant's strengths and areas for improvement;
2. The assessment tool measures Participants' progress and their skill level pre- and post- training;
3. The same assessment tool is used for both the pre- and post-training assessments; and
4. The Participants' pre- and post- assessment results of their employability and essential skills training are reported to the Province.

**b. Sector-Focused Pre-Employment Services ("Soft Skills Training"):**

The objective of this subcomponent is to deliver sector-focused pre-employment services and prepare workers for employment or advancement opportunities in the identified sectors.

The Recipient will ensure that Participants are provided with the following skills using curriculum developed or updated based on sector employers' needs as identified by the advisory committee:

- i. Sector-focused employability skills to obtain, retain and succeed in employment, such as:
  1. Career readiness or soft skills;
  2. Job attainment skills, including preparing a résumé and cover letter, completing a job application, and succeeding in a job interview;
  3. Sector-focused job attainment skills that are identified by advisory committee;
  4. Transferable employability skills required to support their long-term resilience in the labour market; and
  5. Personal attitudinal and behavioural management skills for the workplace, such as teamwork and time management;
- ii. Sector-focused career planning and management skills to retain and advance in employment that can be obtained through activities such as:
  1. Individualized career counselling;
  2. Ongoing career planning;
  3. Personal attitudinal and behavioural management skills coaching such as positive attitude and responsible behaviours; and

4. Sessions on worker rights, including employee duties and employer obligations under the *Employment Standards Act, 2000*, and the *Occupational Health and Safety Act, 1990*.

### **Curriculum Development Agreement(s) and Training Delivery Agreement(s)**

Where the Recipient will develop or update a training curriculum, or deliver training by itself, the Recipient will keep the following documentation:

#### **i. Curriculum Development or Revision**

1. Name and description of the curriculum;
2. Date curriculum will be delivered to the Recipient;
3. Credential to be obtained (for example, a certificate);
4. Proof of SAO employer endorsement; and
5. Reports on Project and Participant progress

#### **ii. Training Delivery**

1. Name and description of the training;
2. Duration of training;
3. Credential to be obtained (for example, a certificate);
4. Number of Participants to be trained;
5. Reports on Project and Participant progress; and
6. Proof of training delivery in Ontario.

Where the Recipient will work with delivery partners to develop or update the curriculum or deliver training, the Recipient will enter into curriculum or training delivery agreement(s) as outlined below, and provide payments as appropriate.

#### **Curriculum Development Agreement(s):**

If an existing curriculum requires revisions or if a new curriculum is to be developed, at a minimum, the curriculum development agreement(s) will include:

- i. Name and contact information of the curriculum developer;
- ii. Name and description of the curriculum;
- iii. Date curriculum will be delivered to the Recipient;
- iv. Credential to be obtained (for example, a certificate);
- v. Proof of SAO employer endorsement; and
- vi. A requirement for the curriculum developer to supply the Recipient with any reports on Project and Participant progress required by the Recipient to meet its reporting, monitoring and evaluation requirements in the Agreement.

#### **Training Delivery Agreement(s):**

At a minimum training delivery agreement(s) will include:

- i. Name and contact information of the training provider;

- ii. Name and description of the training;
- iii. Duration;
- iv. Credential to be obtained (for example, a certificate);
- v. Number of Participants to be trained;
- vi. Cost per Participant;
- vii. Training provider refund policies;
- viii. Requirement that the training provider give the Recipient any reports on Project and Participant progress required for the Recipient to meet its reporting requirements to the Province; and
- ix. Proof of training delivery in Ontario.

**c. Sector-Focused Essential and Technical Skills Training (“Hard Skills Training):**

The objective of this subcomponent is to provide Participants with sector-focused essential and technical skills training based on the needs of employers in the identified sectors (i.e. the skills required to obtain and succeed in the jobs for which vacancies, retention or advancement opportunities are identified by SAO employers and the advisory committee).

The Recipient will ensure Participants are provided with:

- i. Training that integrates essential and technical skills, as required to enter the jobs for which vacancies, retention or advancement opportunities are identified;
- ii. Any required workplace safety training (including certification) required;
- iii. Training opportunities that are short in duration (no longer than six months to accelerate entry to employment and generation of income); and
- iv. Training that will lead to an industry-recognized credential or certificate of completion endorsed by the delivery partners and advisory committee to support resilience in employment.

**d. Sector-Focused Employment Services (Including Job Matching and Development):**

The objective of this subcomponent is to provide Participants and employers with employment services including job search assistance, job matching and development, job shadowing, job placement, job coaching, screening support, onboarding and workforce retention support.

**Participants**

Under this subcomponent, the Recipient will ensure Participants are provided with:

- i. Job search assistance services, job coaching and support during the job search process;
- ii. Job matching and development services that identify Participants' skills and occupational interests and potential employment opportunities;
- iii. Job shadowing opportunities that will provide Participants with an understanding of how skills are applied in the workplace by observing existing employees at the workplace perform their jobs. This subcomponent will:
  - 1. Help Participants validate their work interests and skills and identify required workplace accommodation and training needs; and
  - 2. Be of a short-duration, as determined by the Participants and the SAO employer.
- iv. Job placement opportunities that will support Participants in bridging into sustainable employment through:
  - 1. Paid shorter-term experiential learning opportunities for Participants to practice and demonstrate skills learned in a workplace, replicating the work tasks associated with the job, as well as the opportunity to gauge whether the job is a good fit with their employment interests and goals;
  - 2. Offering SAO employers opportunities to gauge and evaluate Participants' skills, readiness for employment, and fit with the sector in advance of hiring; and
  - 3. Mentorship activities (for example, working with employers to identify and support mentors in the workplace, offering mentorship workshops and other activities as determined by the advisory committee).

Job placements are used in instances where there is potential to lead to permanent employment in an identified vacancy or advancement opportunity. Where job placements are used, the Recipient will work with the Participant and the SAO employer on establishing a placement agreement that details a plan and necessary supports required to achieve employment goals. Consistent with other Employment Ontario programs, exceptions may apply for Participants with disabilities.

The Recipient will ensure wages paid to the Participants during job placements meet all requirements under the *Employment Standards Act, 2000*.

Participants may participate in more than one job placement, depending on the vacancies identified by the delivery partners and advisory committee.

The Recipient will conduct at least one site visit prior to any job placements with each SAO employer to confirm the suitability and safety of the workplace.

Should a Participant accept an offer of employment prior to this subcomponent, the Participant is not required to participate in a job placement.

- v. Job coaching that prepares Participants for job placements and employment before the placement; and after the placement is completed, coaching in the form of regular monitoring of progress and ongoing support.

The Recipient will ensure that employment goals stated in the placement agreements are met by both the Participant and the SAO employer and offer the following services as required:

- i. Guidance and direction on the employer's expectations and workplace standards;
- ii. One-on-one, on-site training and support, including orientation to workplace health and safety as required;
- iii. Identifying, preventing and resolving issues as they arise during employment;
- iv. Working with the Participant and the employer to identify and make use of internal and external training as well as career development opportunities that align with the Participant's employment and career goals; and
- v. Building the Participant's work capacity and support on-the-job activities through monitoring activities such as site visits.

### **Screening Activities**

Once the Participant has been matched with job shadowing or job placement opportunities, the Recipient will coordinate the following screening activities in accordance with article 10 in Schedules A and B where the employer advises it is necessary and the Participant has provided consent to same:

- i. Testing for manual dexterity or strength;
- ii. Drug screening; and
- iii. Criminal background checks:
  - 1. The employer reviews the criminal background/police records check to determine if it raises any relevant concerns about employment in the sector. If the record may present a barrier in the hiring process, but arguably does not raise any relevant concerns, the Recipient may advocate on behalf of the Participant (for example, demonstrating how they meet employers' identified needs);
  - 2. If the record raises relevant concerns about employment in the sector, the Participant may not move forward with that particular job shadow, job trial, or job placement;
  - 3. If the barrier is only with a particular employer, the Participant could potentially be matched to another employer in the sector;



4. If the barrier would apply across the identified employment sector, additional service planning by the Recipient and the Participant will be required to identify more appropriate employment goals.

### **Employers**

Under this subcomponent, the Recipient will ensure employers are provided with sector-focused job matching and development services and other required employment services to support workforce development needs including:

- i. Screening services that support SAO employers in determining their workforce needs, screening and identifying Participants who are suitable matches based on their relevant skills, education and interests for any identified vacancies or advancement opportunities;
- ii. Coaching services where the Recipient acts as a liaison between the Participant and the employer, working with both sides to identify and resolve issues, as well as provides employers with assistance in evaluating and monitoring the Participant's job performance and progress; and
- iii. Onboarding and workforce retention support, such as recruitment support, onboarding new hires, and developing retention strategies that will help employers keep talented workers within their businesses.

### **e. Sector-Focused Retention and Advancement Services:**

The objective of this subcomponent is to provide post-employment services to both Participants and employers for one year following the start of employment.

The Recipient will ensure that Participants are provided with sector-focused post-employment services that support Participants in retaining skills, succeeding, and advancing in employment in the identified sector. Post-employment services include ongoing individual case management, mitigation of risks to post-placement success and referrals to wraparound supports as required.

The Recipient will:

- i. Develop a follow-up plan with Participants upon conclusion of their placements, and identify a minimum number and frequency of communication to mitigate any potential risks to employment success;
- ii. Provide sector-focused career planning and management assistance, such as individualized career counselling and ongoing career planning; and
- iii. Sector-focused re-employment assistance, for example,
  1. If a Participant is unable to retain employment with the employer, work with the Participant to identify more appropriate employment opportunities and address any barriers to retention; and
  2. If a Participant is no longer interested in remaining in the sector, provide assistance to identify more appropriate employment opportunities outside of the sector, or refer the Participant to other EO Services.

## **8. FINANCIAL SUPPORTS**

### **a. Employers**

- i. The Recipient will ensure that financial supports:
  - 1. Offset additional supervisory or training costs for mentors to provide supervision to Participants, such that employers will not need to make additional investments to train Participants hired through SAO;
  - 2. Help employers to ensure that conditions are in place to support placement success (for example, adequate integration and supervision or mentorship available to Participants);
  - 3. Are available to employers to support paid release time for Participants to maintain ongoing contact with the Recipient to identify and mitigate risks to their placement success;
  - 4. Do not subsidize the placement Participant's wages; and
  - 5. Are not available to public sector and broader public sector employers.
- ii. The maximum employer support amount per job placement is up to \$1,000 (details of employer supports are set out in Schedule "H" of the Agreement).
- iii. Are reflective of the duration and intensity of support based on need and in accordance with Schedule "H".

### **b. Participants**

- i. The Recipient will ensure that financial supports:
  - 1. Are available to Participants to return for employment services, for example, on a weekly or bi-weekly basis during job placements (details are set out in Schedule "H" of the Agreement);
  - 2. Are available to Participants to address temporary financial barriers to participation in SAO (details are set out in Schedule "H" of the Agreement);
  - 3. Are consistent with other EO programs, where exceptions may apply for Participants with disabilities as set out in Schedule "H" of the Agreement;
  - 4. In the form of job placement stipends (equivalent to the prevailing minimum wage for a maximum of 35 hours per week up to two weeks in duration) are available to Participants to support their first two weeks of a job placement, or employment, bridging the gap between their employment and their first pay cheque;
  - 5. For each job placement is appropriate for each Participant, and reflective of the duration of support;

6. Do not exceed a maximum of \$3,000 for both Participant Financial Supports and the Job Placement Stipend; and
  7. Are not provided to Participants who receive similar supports through other programs, for example under Ontario Works or Ontario Disability Support Program.
- ii. The Recipient will obtain Participant consent to contact and work with the social assistance case manager to ensure that Participants accessing social assistance programs:
    1. Will receive the maximum amount of support appropriate (for example, if the Participant is eligible to receive greater support through work-related benefits than through the Project); and
    2. Will not receive supports concurrently from other social assistance programs to address the same barrier.

Note: Incumbent Workers are not eligible for the job placement stipend.

## **16. EOIS-CaMS**

The Recipient will ensure that EOIS-CaMS is used to support the delivery of SAO, case management of Participants, and reporting of Participant and employer information to the Province.

The Recipient will:

- a. Comply with the Terms and Conditions of the SPRA EOIS-CaMS Registration and any directions and policies provided by the Province relating to the use of EOIS-CaMS;
- b. Use EOIS-CaMS in accordance with the EOIS Case Management System User Management, and EOIS-CaMS Service Provider User guides posted on the EOPG;
- c. Be responsible for all staff who are authorized to use EOIS-CaMS and ensure that only authorized staff have access to EOIS-CaMS and the Reporting Website;
- d. Use EOIS-CaMS to manage Participant cases and report Participant and employer data/information in a timely manner;
- e. Designate at least two staff in their organization who will be assigned the role of service provider registration authority (SPRA);
- f. Ensure that the SPRA is responsible for setting-up and maintaining access for authorized staff.

## **17. CUSTOMER SATISFACTION**

The Recipient will:



- a. Provide 100% of Participants and employers accessing SAO services with a customer satisfaction survey to complete at exit; and
- b. Conduct the survey using questions provided by the Province.

## **18. MONITORING AND EVALUATION**

### **a. Monitoring**

Monitoring, under the Agreement, will be a collaborative effort between the Province and the Recipient. Its aim is to support continuous improvement. Some of the activities that can be expected during the life cycle of an Agreement include:

- i. Activity and financial reporting;
- ii. On-site compliance and evaluation visits;
- iii. Discussions via telephone; and
- iv. Correspondence by mail or e-mail.

### **b. Evaluation**

If requested by the Province, the Recipient will assist the Province in its evaluation and performance management of the Project by:

- i. Contacting Participants and employers on behalf of the Province;
- ii. Contacting other stakeholders on behalf of the Province; and
- iii. Participating in evaluation activities conducted by or on behalf of the Province including surveys, interviews and discussion groups.

## **19. CUSTOMER SERVICE**

Without limiting the generality of section 2.3 of the Agreement, the Recipient shall have comprehensive program management systems that include policies and procedures to ensure the delivery of quality customer services as well as adequate and appropriate human resource, management and administrative support.

The Recipient shall:

- a. Have:
  - i. a customer service charter that is posted and visible to customers;
  - ii. delivery site(s) and facilities and days/hours of operation that are posted and visible to customers;
  - iii. a customer complaint and resolution process in place.
- b. Have, at a minimum, the following three elements in their customer service charter:
  - i. believe in quality service;
  - ii. encourage feedback (compliments or complaints);
  - iii. will follow up on this feedback in a prescribed manner and timeframe.
- c. Ensure that delivery site(s) and facilities reflect customer need, including:

- i. accessible facilities or service provision at an accessible site;
- ii. itinerant and/or mobile services where local need is identified;
- iii. days or hours of operation that reflect customer need.
- d. Obtain the prior written consent of the Province to adjust their delivery site(s), facilities, or days and hours of operation.
- e. Ensure that extended evening and weekend hours of service are offered where there is identified need.
- f. Not be required to offer these services on statutory holidays.

## 20. DOCUMENTATION REQUIREMENTS

### a. Employers:

The Recipient will ensure that its records relating to an employer contain:

- i. Proof of employer's eligibility;
- ii. Documentation of at least one site visit per employer, prior to any placements, to confirm that the employer can provide a suitable and safe workplace environment;
- iii. Employer declaration of WSIB or alternative workplace safety insurance coverage and third party liability insurance;
- iv. A completed SkillsAdvance Ontario Employer Registration form;
- v. Employer profile information, including size, sector and the Participant's occupational profile;
- vi. Information that describes the capacity of the employer and the workplace to provide relevant training;
- vii. A completed, signed copy of the SkillsAdvance Ontario Training Placement agreement;
- viii. An assessment of the employer's ability to fulfill placement commitments and to provide employment to the Participant after the training is completed which may include:
  - 1. Evidence of employer's request for placement supports;
  - 2. Information on placement duration(s); and
  - 3. Evidence of Recipient approval and payment of supports based on the job placement.

### b. Participants:

The Recipient will ensure that records for Participants include:

- i. A completed, signed and dated SkillsAdvance Ontario Participant Registration form which contains the Province's notice of collection and the consent to the Province's indirect collection of personal information;
- ii. A statement on file that
  - 1. The Participant's photo identification has been reviewed; or
  - 2. Two pieces of government-issued identification have been reviewed (for example, social insurance number card, birth certificate), if the Participant does not have photo identification available; and

- 3. Proof of eligibility to work in Ontario has been reviewed (for example, permanent resident card, social insurance card);
- iii. Assessments, service referrals and evidence of progress;
- iv. A clear and achievable service plan for employment and or training;
- v. Rationale to support SAO participation, including suitability and employability information;
- vi. Clear explanations of how service is expected to improve employability;
- vii. Details of financial supports, such as:
  - 1. Reason for the supports;
  - 2. Amount of supports;
  - 3. Confirmation of income level; and
  - 4. Authorized signature for supports.

## **21. FACILITIES AND FACILITIES LEASES**

### **a. Facilities**

The Recipient will:

- i. Have the ability to deliver the Project in a facility that is readily accessible to all persons, including persons with disabilities; and
- ii. Where services are not fully accessible to persons with a physical disability, have a plan to accommodate these persons by serving them in an accessible location and/or through partnership with another organization.

### **b. Facility Leases**

If relocation or revision of facility arrangements is required, the Recipient will obtain prior written approval from the Province to use the Funds for this purpose prior to entering into agreements or making financial commitments.

## **22. FRENCH LANGUAGE SERVICES**

The Recipient will ensure that the Project is carried out in French, as directed by the Province, including providing the following in French:

- a. Outreach
  - i. Marketing materials (brochures);
  - ii. Outreach strategies developed and conducted;
- b. Verbal Communications
  - i. Telephone;
  - ii. In person, such as interviews, visits, meetings, workshops and information sessions and consultations;
- c. Written Communications

- i. Correspondence such as letters and faxes;
  - ii. Email, interactive databases and Internet;
- d. Signage and Public Notices
  - i. Interior and Exterior;
- e. Forms and Documents
  - i. Stationery;
  - ii. All forms used for identification, certification or application such as licenses, and certificates; and
  - iii. Any document intended for public use.

If the Recipient is not directed by the Province to carry out the Project in French, the Recipient will ensure that individuals requiring French language services are referred to a designated service provider.

## **23. FORMS**

The Recipient will use forms identified by the Province including the following:

- a. SkillsAdvance Ontario Participant Registration form;
- b. SkillsAdvance Ontario Employer Registration form; and
- c. SkillsAdvance Ontario Training Placement Agreement.

These forms are mandatory and cannot be altered by the Recipient.  
These forms are available on the EOPG.

The Recipient will develop a separate document if it requires additional information or consents from the Participant.

## **24. INSURANCE**

The Recipient will ensure that:

- a. Employers have sufficient insurance coverage purchased to meet the requirements. Details of the requirements are set out in the Employment Service Guidelines posted on the EOPG under sections 5.11 and 5.12.
- b. Employers comply with the insurance requirements and claims procedures and processes; and
- c. Participants and employers are aware of their workplace safety responsibilities.

## **25. TRANSFER PAYMENT COMMON REGISTRATION SYSTEM**

The Transfer Payment Common Registration (TPCR) system is a mandatory central repository for organizations to register, view, and update their information in order to receive transfer payment funding from the Province. In order to establish a profile in the TPCR, the Recipient will follow the instructions posted on the TPCR system website to:

- a. identify an individual to function in the Administrator role;
- b. identify any additional individuals (Associate Users) who should have access to the organization's profile;
- c. verify the pre-populated information within the TPCR system;
- d. make any additions or edits required; and
- e. keep information up-to-date.

**SCHEDULE "D"**

**BUDGET**

**Sector Manufacturing and Agriculture**

**2019-2020**

<b>FUNDING CATEGORIES</b>	<b>AMOUNT</b>
<b>Operating Funds</b>	<b>\$-</b>
<b>Financial Supports for Employers and Participants</b>	<b>\$-</b>
<b>MAXIMUM SITE BUDGET</b>	<b>\$-</b>

**2020-2021**

<b>FUNDING CATEGORIES</b>	<b>AMOUNT</b>
<b>Operating Funds</b>	<b>\$980,778</b>
<b>Financial Supports for Employers and Participants</b>	<b>\$199,000</b>
<b>MAXIMUM SITE BUDGET</b>	<b>\$1,179,778</b>

## **SCHEDULE "E"**

### **PAYMENT PLAN**

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The monthly payment amount will be calculated as follows:

Maximum Funds / number of monthly payments \*

\*The number of monthly payments will be the number of calendar months for which there is Project activity for fiscal year(s) as specified in Schedule "C" Project Description and Timelines.

The last month's payment under this Schedule is subject to a hold back of 15% of the Maximum Funds. If the Funds paid under the Agreement are less than the Maximum Funds, the scheduled payment amount (and hold back amounts) will differ. The hold back will remain at 15% of actual Funds paid.

The funds subject to this hold back will be released by the Province, subject to adjustments as contemplated by the Agreement, upon Project completion. The Project is considered complete when the Province has received and reviewed all reports outlined in Schedule "F"

Pursuant to section 4.2c of the Agreement, the Province may adjust the monthly payment based on the Estimate of Expenditure Reports referenced in Schedule "H". For greater certainty, the Maximum Funds shall not be exceeded.

## **SCHEDULE "F"**

### **REPORTING**

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#### **ACTIVITY REPORTS**

##### **1. SkillsAdvance Ontario Pilot Start-up Progress Report and Compliance Questionnaire**

###### **2019-2020**

For March 30, 2020 to May 31, 2020

Due Date: June 21, 2020

###### **Quarterly Status and Adjustment Report (QSAR)**

###### **2019-2020**

Report 2 January 1, 2020 to March 31, 2020

Due Date: April 20, 2020

###### **2020-2021**

Report 1 April 1, 2020 to June 30, 2020

Due Date: July 20, 2020

Report 2 July 1, 2020 to September 30, 2020

Due Date: October 19, 2020

Report 3 October 1, 2020 to December 31, 2020

Due Date: January 18, 2021

Report 4 January 1, 2021 to March 31, 2021

Due Date: April 19, 2021

#### **FINANCIAL REPORTS**

##### **2. Estimate of Expenditure Report (EER)**

###### **2019-2020**

Report 3 for March 30, 2020 to March 31, 2020

Due Date: April 3, 2020

###### **2020-2021**

Report 1 for April 1, 2020 to August 31, 2020

Due Date: September 11, 2020



Report 2 for April 1, 2020 to September 30, 2020

Due Date: October 16, 2020

Report 3 for April 1, 2020 to November 30, 2020

Due Date: December 14, 2020

Report 4 for April 1, 2020 to December 31, 2020

Due Date: January 15, 2021

Report 5 for April 1, 2020 to March 31, 2021

Due Date: April 5, 2021

### **Statement of Revenue and Expenditure Report (SRER)**

#### **2020-2021**

For the period of April 1, 2020 to March 31, 2021

Due Date: June 14, 2021

#### **3. Auditor's Report, if applicable**

For the period March 30, 2020 to March 31, 2021

Due Date: June 14, 2021

#### **4. Report Details**

All reports will be submitted on the dates set out above. All reports above, except for the Auditor's Report, will be completed using a template provided by the Province. The templates will be available on the EOPG.

Requirements for the Auditor's Report are set out in Schedule "H".

## SCHEDULE "G"

### PERFORMANCE COMMITMENTS

#### Sector Manufacturing and Agriculture

2019-2020

##### \*INTAKE

Participant (Jobseekers) Intake Target	0
Participant (Jobseekers) Placement Target	0
Participant (Jobseekers) Retention Target	0
Participant (Incumbent Workers) Intake Target	0
Participant (Incumbent Workers) Placement Target	0
Participant (Incumbent Workers) Retention Target	0

\*Intake Targets are defined in Schedule "B"

2020-2021

##### \*INTAKE

Participant (Jobseekers) Intake Target	60
Participant (Jobseekers) Placement Target	55
Participant (Jobseekers) Retention Target	49
Participant (Incumbent Workers) Intake Target	50
Participant (Incumbent Workers) Placement Target	0
Participant (Incumbent Workers) Retention Target	45

\*Intake Targets are defined in Schedule "B"

**2019-2021**

**CUSTOMER SERVICE**

<b>PERFORMANCE COMMITMENTS</b>	<b>MINIMUM STANDARD</b>
Customer Satisfaction (Participant/Employer)	85%

**2019-2021**

**PARTNERSHIP DEVELOPMENT DELIVERABLES**

<b>ACTIVITIES</b>	<b>COMPLETION DATE</b>
Establish SAO Advisory Committee Governance structure	September 30, 2020
Develop a Sector-focused Recruitment plan (including orientation and service planning)	September 30, 2020
Develop sector-focused curriculum	September 30, 2020
Develop a sector-focused pre-employment services ("soft skills training") framework	September 30, 2020
Develop a sector-focused essential and technical skills training ("hard skills training") framework	September 30, 2020
Develop job matching and job placement plan/arrangements	September 30, 2020
Develop sector-focused employment services and post-employment services plan	September 30, 2020

**2019-2021**

**EMPLOYER AND WORKER SERVICES DELIVERABLES**

<b>ACTIVITIES</b>	<b>COMPLETION DATE</b>
Lead delivery partners and SAO Advisory Committee to deliver Project activities	<b>March 31, 2021</b>
Deliver sector-focused recruitment activities (including orientation and service planning)	<b>March 31, 2021</b>
Deliver sector-focused pre-employment services ("soft skills training")	<b>March 31, 2021</b>
Deliver sector-focused essential and technical skills training ("hard skills training")	<b>March 31, 2021</b>
Deliver job matching and job placement activities	<b>March 31, 2021</b>

## SCHEDULE "H"

### AUDIT AND ACCOUNTABILITY REQUIREMENTS

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**Note to Auditors and other readers: Schedule "H", the Audit and Accountability Requirements, must be read in conjunction with the Agreement and its other Schedules.**

#### 1. Definitions

In this Schedule, the following terms have the following meanings:

- a. **"Capital Assets"** means capital assets (tangible and intangible), are identifiable assets that meet all of the following criteria:
  - i. are held for use in the provision of services, for administrative purposes, for production of goods or for the maintenance, repair, development or construction of other capital assets;
  - ii. have been acquired, constructed or developed with the intention of being used on a continuing basis;
  - iii. are not intended for sale in the ordinary course of operations; and
  - iv. are not held as part of a collection.

Tangible capital assets include land, buildings and equipment.

Intangible capital assets are identifiable non-monetary assets without physical substance.

- b. **"Multi-agreement holder"** means a Recipient that has two or more agreements with the Province within a single region or across more than one region.
- c. **"Project Accounting"** means that, where a Recipient has multiple projects, all costs will be allocated to a specific Project. These costs will then be reconciled with the sources of funding, ensuring accurate accounting. The Recipient may receive funding from multiple sources. For the purpose of Audit and Accountability Requirements, each Project has a separate source of funding. Project Accounting connects Recipient funding with Project activities to effectively track the financial progress of a Project.

#### 2. Funding Categories

##### a. Operating Funds

Operating Funds are Funds used for direct expenditures related to the day-to-day direct delivery of all of the components of the Project as agreed to with the Province.

**No more than 20% of the Operating Funds** can be used for the Partnership Development and Sustainment (Management) component.

- i. Costs related to the provision of the Project that can be claimed against Operating Funds include:
  - 1. Staff and management salaries directly associated with the delivery of the Project;
  - 2. Hiring and training of staff (including professional development);
  - 3. Marketing (signage, print/paper/web ads, outreach, etc.);
  - 4. Facilities (rent);
  - 5. Facilities (mortgage payments, but only the interest portion of a mortgage payment is allowed as an operating cost);
  - 6. Funding of Projects undertaken by the Recipient, including the distribution of funds to relevant partners;
  - 7. Accounting services and auditor's fees
  - 8. Administrative costs (as described below, up to a maximum of 15% of the Operating Funds)
  - 9. Partnership Development and Sustainment (Management) (up to a maximum of 20% of Operating Funds)
  - 10. Sector-focused recruitment (including orientation and service planning)
  - 11. Pre-employment service delivery ("soft skills training")
  - 12. Essential and technical skills training ("hard skills training")
  - 13. Employment services (including job matching and placement)
  - 14. Retention services and ongoing case management (post-employment services); and
  - 15. Other direct operating expenditures related to delivery of the Project.
- ii. The Recipient will not use Operating Funds for:
  - 1. Termination, severance costs and bonuses; or
  - 2. Major capital expenditures, such as the purchase or construction of facilities.

## **b. Administration Costs**

Recipients are able to attribute no more than 15% of Operating Funds for administration costs. Administration costs are indirect expenditures necessary for operating an organization but not directly associated with the delivery of the Project. For example, a portion of the salaries/benefits of the Executive Director, IT, and/or financial staff that work for the entire organization but may spend a portion of their time dedicated to administrative functions that support the Project may be claimed as Administration Costs.

**c. Financial Supports for Employers and Participants** are incremental supports to encourage employer and Participant participation. They are intended to support employers to ensure that the right workplace conditions are in place to support placement Participant success (i.e. adequate integration and supervision/mentoring of the placement Participant); and to support job placement Participants to maintain ongoing contact with service providers to identify and mitigate risks to their placement success.

- i. **Employer Supports** are funds (up to \$1,000 per placement) used to offset the cost of:
- ii. **Lost productivity of workplace mentors** assigned to assist Participants participating in a formal job placement.
  1. The rate for financial support related to mentorship is the assigned mentor's hourly or pro-rated wage, to a maximum of \$20/hour.
  2. The maximum amount payable to support workplace mentorship is equal to 26 hours x the maximum hourly wage of the assigned mentor, the equivalent of up to two hours per week for the three month recommended minimum duration of the job placement.
- iii. **Paid release time** for Participants participating in a formal job placement to return to service providers for employment services on a regular basis (e.g. weekly or biweekly).
  1. The rate for financial support related to paid release time is equal to the Participant's hourly or pro-rated wage, to a maximum of \$20/hour.
  2. The maximum amount payable to support paid release time is equal to the Participant's assigned hours of participation in employment services during regular business hours over the course of a job placement, up to 48 hours.
- iv. **Participant Supports** are funds (up to \$3,000 per Participant) available to address Participants' temporary financial barriers to participation in service components (from intake to completion of job placement).



1. Participant Financial Supports: These are available to all Participants (both Jobseekers and Incumbent Workers) under the following categories:

- a. Transportation;
- b. Food;
- c. Work clothing or uniforms;
- d. Special equipment for work, such as workplace accommodation needs;
- e. Emergency or occasional dependent care;
- f. Employer specific assessments, such as academic assessment, certification charges, language assessment; and
- g. Translation of academic documents.

Consideration of financial supports for Incumbent Workers is based on their current wage rates and the financial burden that is being incurred over and above their regular employment (for example, financial supports cannot be for costs that the Participants already bear with their regular employment)

2. Job Placement Stipend: These are available only to Participants who are Jobseekers to support the first two weeks of job placements or employment to bridge the gap between the start of their employment and their first pay cheque. Job placement stipend will be provided by the Recipient to the Participants as financial support, if required. Job placement stipend is not intended to subsidize or supplement wages for the job placements paid by the employers and is equivalent to the prevailing minimum wage for a maximum of 35 hours per week, up to two weeks in duration.

### 3. Financial Considerations

#### a. Funds

- i. Recipients' use of Funds is also subject to the following limits:
  1. Operating Funds are allocated against an identified level of service;
  2. In situations of co-location of the Project with other programs and services, Project funds must only be used to cover costs directly related to the delivery of the Project; this must be managed by applying Project Accounting principles;
  3. The Recipient will not transfer funds between budget lines (as set out in Schedule "D" unless it obtains the prior written consent of the Province; and
  4. The Recipient **should not anticipate** additional funds, although the Recipient should discuss any issues with the Province;
  5. Leasehold improvements directly related to the delivery of the Project require prior written approval from the Province.



**b. Interest Earned**

The Agreement sets out the requirements on Interest Earned.

- i. If the Recipient fails to identify interest earned in the Estimate of Expenditure Report EER(s) and the Statement of Revenue and Expenditure Report, then the following applies:
  1. The Province will deem interest to have been earned based on the average of unspent Funds reported on the EER(s) and the SRER using the current interest rate charged by the Province of Ontario on accounts receivable. This deemed interest amount will be considered revenue of the Recipient for the purposes of the EER(s) and the SRER; and
  2. Such failure will be considered an Event of Default in accordance with section 15.1 of the Agreement.

**c. Bank Account**

The Agreement sets out the requirements regarding deposit of the Funds into an interest bearing account in section 4.6 of the Agreement.

Although maintaining a separate bank account for Funds received from the Province is not a requirement under the Agreement, it is a strongly recommended practice.

**d. Capital Assets**

The Recipient is not required to report capital asset expenditures to the Province. However, the Recipient will maintain a separate record of capital asset expenditures for audit purposes in accordance with Article 7.2 of the Agreement.

**e. Disposition of Assets**

The Agreement sets out the requirements on Disposition of Assets.

Any money earned on the disposition of assets will be reported on the SRER (and any other reports specified by the Province) in the period when disposition of the asset occurs.

**f. Deficits**

The Recipient is accountable for managing the Funds and required to remain within its approved site allocations (per Schedule "D" of the Agreement). The Recipient will request prior written approval from the Province for an anticipated over-expenditure. Each request will be individually evaluated. The Recipient will

enclose copies of overspending approval documents from the Province with their financial reports (for example, EER or SRER as requested by the Province).

**g. Tax Rebates**

Reporting Province program expenditures net of tax rebates:

The Recipient will report all program expenditures net of any tax rebates or input tax credits.

**h. Sample**

Amount Recipient spent on goods/services		\$100.00
Amount of tax paid (example 13%)	\$13.00	
Less amount of tax rebate claimed (where rebate equals 80%)	<u>-\$10.40</u>	
Amount of tax expenditure	<u>\$ 2.60</u>	
Amount reported as Province Project expenditure		<u><b>\$102.60</b></u>

**4. Instructions for Reports Required**

Reports are complete if they are signed by a person with authority to bind the Recipient. Payments will be delayed if complete Reports are not received by identified due dates as directed by and in the form requested by the Province posted on the Employment Ontario website.

**a. Estimate of Expenditure Report (EER)**

The Recipient will submit to the Province Estimate of Expenditure Reports (EER) as required **in accordance with the instructions set out in Schedule "F"**. Each EER must identify the total expenditure for the defined period for each site using the best information available at the time, as well as the forecast of expenditures at March 31 of each year of the Agreement.

The Province will provide the Recipient with a template for the EER posted on the EOPG. The Recipient will complete the EER as directed by and in the form requested by the Province.

The Province may adjust payments based on each EER received during the year.

**b. Statement of Revenue and Expenditure Report (SRER)**

The Recipient will submit to the Province Statement of Revenue and Expenditure Reports (SRER) as required **and in accordance with the instructions set out in Schedule "F"**. The SRER is used as the basis for the Province's annual Reconciliation Report.

The Province will provide the Recipient with a template for the SRER posted on the EOPG. The Recipient will complete the SRER as directed by and in the form requested by the Province.

The SRER will verify that:

- i. Funds have been applied to costs directly related to the Project;
- ii. Funds received or expended in prior years for a similar project have not been included;
- iii. Funding and expenditures from other sources have not been included in the Report;
- iv. Project reported expenditures are net of tax rebates, credits and refunds referred to in section 4.9 of the Agreement;
- v. Shared costs have been properly apportioned to the Project using Project Accounting principles;
- vi. Interest earned on Funds has been credited to the Project;
- vii. Money earned on the disposition of assets has been credited to the Project and maintained in an interest-bearing bank account; and
- viii. Funds that were provided to the Recipient before the Recipient's immediate need for them were placed in an interest-bearing bank account in the name of the Recipient at a Canadian financial institution.

**c. Auditor's Report**

The Recipient will obtain an Auditor's Report when the Maximum Funds (set out in Schedule "B" of the Agreement) total \$150,000 or more. The audit of all SRERs will be conducted by an external auditor in accordance with Canadian Generally Accepted Auditing Standards. The auditor should verify, at a minimum, that proper and distinct accounts and records are maintained for program funds/expenditures by each budget line. The Auditor's Report will include an opinion on the SRER.

A copy of the full Auditor's Report will be submitted to the Province directly from the auditor.

An Auditor's Report is not required for Recipients who are:

- i. District School Boards or school authorities as defined in the Education Act, R.S.O. 1990, c. E2, as amended;
- ii. Universities established in Ontario that receive regular and ongoing operating funds from the government for purposes of post-secondary

- education;
- iii. Colleges of Applied Arts and Technology as defined in the Ontario College of Applied Arts and Technology Act, 2002. S.O. 2002, c. 8 Sch. F, as amended; or
- iv. Municipalities in Ontario as defined by the Municipal Act, 2001. S.O. 2001, c. 25, as amended.

**Important Note:** If additional details or corrections are necessary on the SRER, the Recipient's external auditor must verify any revisions in writing. The Province cannot accept unaudited information provided by a Recipient in support of their SRER.

THIS AMENDING AGREEMENT effective as of March 23, 2021.

B E T W E E N : **HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO** as  
represented by the Minister of Labour, Training and Skills  
Development

(the "**Province**")

- and -

City of Kawartha Lakes

(the "**Recipient**")

The Province and the Recipient entered into an agreement, effective as of March 30, 2020, and any other Amending Agreements signed to date, for the Recipient to carry out the Project under the SkillsAdvance Ontario (SAO) ("the **Agreement**").

The Province and the Recipient agree to amend the Agreement as follows:

1. The amount of "**Maximum Funds**" in Schedule "B" of the Agreement is deleted and replaced with \$1,421,549.
2. Schedule "B" is further amended by deleting the "**Expiration Date**" and replacing it with March 31, 2022.
3. Schedule "C" of the Agreement is amended by deleting the following:

The Project will be delivered for the period March 30, 2020 to March 30, 2021.

And replacing it with:

The Project will be delivered for the period March 30, 2020 to March 31, 2022.

4. Schedule "D" of the Agreement is deleted and replaced with the attached Schedule "D".
5. Schedule "F" of the Agreement is deleted and replaced with the attached Schedule "F".

6. Schedule "G" of the Agreement is deleted and replaced with the attached Schedule "G".

All other terms and conditions of the Agreement remain unchanged and in full force and effect.

Each party acknowledges that it has read this Amending Agreement, understands it and agrees to it. Each party states that it has the full power and authority to enter into and perform the Amending Agreement and the person signing on behalf of each party is properly authorized and empowered to sign and bind the party.

The Province and the Recipient have executed this Amending Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**, as represented by the Minister of Labour, Training and Skills Development

\_\_\_\_\_  
Name: Tariq Ismati

\_\_\_\_\_  
Date

Title: Regional Director

City of Kawartha Lakes

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Date

Title:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Date

Title

I/We have authority to bind the Recipient.

**SCHEDULE "D"****BUDGET****Sector Manufacturing and Agriculture****2020-2021**

<b>FUNDING CATEGORIES</b>	<b>AMOUNT</b>
<b>Operating Funds</b>	<b>\$980,778</b>
<b>Financial Supports for Employers and Participants</b>	<b>\$199,000</b>
<b>MAXIMUM SITE BUDGET</b>	<b>\$1,179,778</b>

**2021-2022**

<b>FUNDING CATEGORIES</b>	<b>AMOUNT</b>
<b>Operating Funds</b>	<b>\$241,771</b>
<b>Financial Supports for Employers and Participants</b>	<b>\$-</b>
<b>MAXIMUM SITE BUDGET</b>	<b>\$241,771</b>



## **SCHEDULE "F"** **REPORTING**

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### **ACTIVITY REPORTS**

**1. SkillsAdvance Ontario Pilot Start-up Progress Report and Compliance Questionnaire**

**2020-2021**

For March 30, 2020 to June 30, 2020

Due Date: July 20, 2020

**2. Quarterly Status and Adjustment Report (QSAR)**

**2020-2021**

Report 1 April 1, 2020 to June 30, 2020

Due Date: July 20, 2020

Report 2 July 1, 2020 to September 30, 2020

Due Date: October 19, 2020

Report 3 October 1, 2020 to December 31, 2020

Due Date: January 18, 2021

Report 4 January 1, 2021 to March 31, 2021

Due Date: April 19, 2021

**2021-2022**

Report 1 April 1, 2021 to June 30, 2021

Due Date: July 19, 2021

Report 2 July 1, 2021 to September 30, 2021

Due Date: October 18, 2021

Report 3 October 1, 2021 to December 31, 2021

Due Date: January 17, 2022

Report 4 January 1, 2022 to March 31, 2022

Due Date: April 18, 2022

## **FINANCIAL REPORTS**

### **2. Estimate of Expenditure Report (EER)**

#### **2020-2021**

Report 1 for April 1, 2020 to August 31, 2020

Due Date: September 11, 2020

Report 2 for April 1, 2020 to September 30, 2020

Due Date: October 16, 2020

Report 3 for April 1, 2020 to November 30, 2020

Due Date: December 14, 2020

Report 4 for April 1, 2020 to December 31, 2020

Due Date: January 15, 2021

Report 5 for April 1, 2020 to March 31, 2021

Due Date: April 5, 2021

#### **2021-2022**

Report 1 for April 1, 2021 to August 31, 2021

Due Date: September 10, 2021

Report 2 for April 1, 2021 to September 30, 2021

Due Date: October 15, 2021

Report 3 for April 1, 2021 to November 30, 2021

Due Date: December 10, 2021

Report 4 for April 1, 2021 to December 31, 2021

Due Date: January 14, 2022

Report 5 for April 1, 2021 to March 31, 2022

Due Date: April 5, 2022

**Statement of Revenue and Expenditure Report (SRER)  
2020-2021**

For the period April 1, 2020 to March 31, 2021

Due Date: June 12, 2021

**2021-2022**

For the period April 1, 2021 to March 31, 2022

Due Date: June 15, 2022

**3. Auditor's Report, if applicable**

For the period March 30, 2020 to March 31, 2022

Due Date: June 15, 2022

**3. Report Details**

All reports will be submitted on the dates set out above. All reports above, except for the Auditor's Report, will be completed using a template provided by the Province. The templates will be available on the EOPG.

Requirements for the Auditor's Report are set out in Schedule "H".

**SCHEDULE "G"**  
**PERFORMANCE COMMITMENTS**

**Sector Manufacturing and Agriculture**

**2020-2021**

**\*INTAKE**

Participant (Jobseekers) Intake Target	<b>60</b>
Participant (Jobseekers) Placement Target	<b>55</b>
Participant (Jobseekers) Retention Target	<b>49.5</b>
Participant (Incumbent Workers) Intake Target	<b>50</b>
Participant (Incumbent Workers) Placement Target	<b>0</b>
Participant (Incumbent Workers) Retention Target	<b>45</b>

\*Intake Targets are defined in Schedule "B"

**2021-2022**

**\*INTAKE**

Participant (Jobseekers) Intake Target	<b>40</b>
Participant (Jobseekers) Placement Target	<b>36</b>
Participant (Jobseekers) Retention Target	<b>32</b>
Participant (Incumbent Workers) Intake Target	<b>74</b>
Participant (Incumbent Workers) Placement Target	<b>67</b>
Participant (Incumbent Workers) Retention Target	<b>60</b>

\*Intake Targets are defined in Schedule "B"

**2019-2022**

**CUSTOMER SERVICE**

<b>PERFORMANCE COMMITMENTS</b>	<b>MINIMUM STANDARD</b>
Customer Satisfaction (Participant/Employer)	<b>85%</b>

**2020-2022**

**PARTNERSHIP DEVELOPMENT DELIVERABLES**

ACTIVITIES	COMPLETION DATE
Establish SAO Advisory Committee Governance structure	September 30, 2020
Develop a Sector-focused Recruitment plan (including orientation and service planning)	September 30, 2020
Develop sector-focused curriculum	September 30, 2020
Develop a sector-focused pre-employment services ("soft skills training") framework	September 30, 2020
Develop a sector-focused essential and technical skills training ("hard skills training") framework	September 30, 2020
Develop job matching and job placement plan/arrangements	September 30, 2020
Develop sector-focused employment services and post-employment services plan	September 30, 2020

**2020-2022**

**EMPLOYER AND WORKER SERVICES DELIVERABLES**

ACTIVITIES	COMPLETION DATE
Lead delivery partners and SAO Advisory Committee to deliver Project activities	March 31, 2021
Deliver sector-focused recruitment activities (including orientation and service planning)	March 31, 2021
Deliver sector-focused pre-employment services ("soft skills training")	March 31, 2021

ACTIVITIES	COMPLETION DATE
Deliver sector-focused essential and technical skills training ("hard skills training")	March 31, 2021
Deliver job matching and job placement activities	March 31, 2021

## City of Kawartha Lakes Skills Advance Ontario Program Agreement

THE SERVICE AGREEMENT, effective as of the 16th of December, 2020 (**the "Effective Date"**)

### **BETWEEN**

Victoria County Career Services Inc. located in the City of Kawartha Lakes, Lindsay, Province of Ontario, Canada (Hereinafter referred to as **"VCCS"**).

### **AND**

THE Corporation of the City of Kawartha Lakes, a municipality incorporated under the laws of the Province of Ontario (**Hereinafter referred to as the "City"**)

**WHEREAS** The **City** and **VCCS** (referred to collectively as the **"Parties"**) are mutually desirous of cooperating in a pre-employment readiness, workforce development training program to be delivered to the residents and citizens of the **City** (**referred to collectively as the "Participants"**) and employers of businesses located in the City (**referred to collectively as the "Employers"**).

**NOW THEREFORE**, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the **Parties** hereto agree as follows:

### **CONSIDERATION**

In consideration of the mutual covenants and agreements contained in this Agreement (**hereinafter referred to as "Agreement"**) and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledge, the **Parties** enter into the following **Agreement**.

## **ENTIRE AGREEMENT**

This **Agreement** with attached Schedules M, N and O constitutes the entire **Agreement** between the **Parties** hereto with respect to the subject matter hereof and its execution has not been induced by, nor do any of the **Parties** hereto rely upon or regard as material, any representation or writing not incorporated herein and made a part thereof.

The Ontario Transfer Payment Agreement Skills Advance Ontario (**SAO**) Agreement Number 40684 (**hereinafter referred to as the "Agreement 40684"**), including:

- Schedule "A" – General Terms and Conditions
- Schedule "B" – Project Specific Information and Additional Provisions
- Schedule "C" – Project Descriptions & Timelines
- Schedule "D" – Budget
- Schedule "E" – Payment Plan
- Schedule "F" – Reporting
- Schedule "G" – Performance Commitments
- Schedule "H" – Audit and Accountability Requirements

Including Addendums to The **Agreement 40684**:

- Schedule "J" - November 2019 Addendum to Contract 40684
- Schedule "K" - March 2020 Addendum to Contract 40684
- Schedule "L" - September 2020 Phase 1 Extension Addendum to Contract 40684

Constitute the context and framework for this **Agreement** and is incorporated by reference. Terms not defined herein are as defined in **Agreement 40684**.

This **Agreement** includes the following schedules:

- Schedule "M"- Program Description and Components
- Schedule "N" – SAO Program Funds
- Schedule "O" – VCCS Reporting



## **AMENDING THE AGREEMENT**

The **Agreement** may only be amended by a written agreement duly executed by the **Parties**.

## **NOTICE**

Any notice given under this **Agreement** shall be as follows:

a) To **VCCS**:

Brenda Roxburgh  
Executive Director, VCCS  
370 Kent St, Lindsay ON K9V 6G8  
705-328-0180 ext. 227  
Email: [brenda@vccs.work](mailto:brenda@vccs.work)

b) To The **City**:

Rebecca Mustard  
Manager, Economic Development  
Development Services, City of Kawartha Lakes  
P.O. Box 9000, 26 Francis Street, Lindsay, ON, K9V 5R8  
705-324-9411 extension 1395  
Email: [rmustard@kawarthalakes.ca](mailto:rmustard@kawarthalakes.ca)

Contact details can be changed from time to time when provided in advance in writing to the other **Party**.

## **ACKNOWLEDGEMENT**

### **VCCS:**

- a. acknowledges that it has read and understands the provisions contained in the entire **Agreement**; and
- b. agrees to be bound by the requirements of this **Agreement** made between City.
- c. acknowledges that the **City** is bound by the terms of **Agreement 40684** between

The Province of Ontario as represented by the Ministry of Labour, Training and Skills Development (**hereinafter referred to as "Province"**) and **City**.

The **City**:

- a. acknowledges that it has read and understands the provisions contained in the entire **Agreement**; and
- b. agrees to be bound by the requirements of this **Agreement**.

## **BACKGROUND**

The **Province** has approved funding for the **City** to deliver a Skills Advance Ontario (**SAO**) project. The **SAO** project initiative will provide skills training for workers in the manufacturing and agriculture sectors across the **City**.

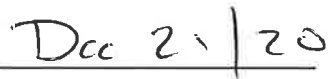
**IN WITNESS WHEREOF**, the **Parties** have executed the Service Agreement on the dates set out below.

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

Name: Andy Letham Title: Mayor



Signature

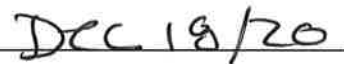


Date

Name: Cathie Ritchie Title: Clerk



Signature



Date

"We have authority to bind the corporation pursuant to Council Resolution CR2020-453."

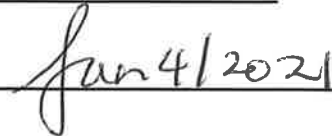
VICTORIA COUNTY CAREER SERVICE INC.

Name: Brenda Roxburgh

Title: Executive Director, **VCCS**

A handwritten signature in cursive script, appearing to read 'Brenda Roxburgh', written over a horizontal line.

Signature

A handwritten date 'Jun 4/2021' written in cursive script over a horizontal line.

Date

## **SCHEDULE M: PROGRAM DESCRIPTION AND COMPONENTS**

The **Agreement 40684** between the **City** and the **Province** includes roles and responsibilities for the **Delivery Partners** (“hereinafter referred to as Delivery Partners”) included in the **SAO** program. In some instances, roles and responsibilities of the City will be transferred to VCCS. This schedule will identify the roles and responsibilities of **Agreement 40684** as it relates to **VCCS**. Refer back to the appropriate part of the Agreement 40684 for more information and detail.

### **i. TERM**

- a) This **Agreement** shall be effective commencing on December 16, 2020, ending on March 31, 2021 unless terminated in writing by either **Party** on the giving of notice.
- b) Either **Party** may terminate this **Agreement** at any time upon sixty (60) days prior written notice to the other **Party**, without default.
- c) The **City** may terminate this **Agreement** if **Agreement 40684** is terminated by the **Province** upon thirty (30) days prior written notice to **Fleming College**, without default.
- d) Either **Party** may terminate this **Agreement** immediately upon the other **Party** becoming insolvent, bankrupt or receiver or a receiver manager is appointed in respect of such **Party**.
- e) Either **Party** may terminate this **Agreement** on fifteen (15) days prior written notice in the event that the other **Party** is in default, unless such default was remedied within such fifteen (15) day period.

### **Definitions**

The following definitions apply to this **Agreement**

**“Advisory Committee”** means a group that consists of representatives from

**Employers**, employment training providers, industry associations, labour and economic development organizations, and sector business development organizations. The advisory committee will:

- a. Advise on sector requirements, including identifying job vacancies to be filled;
- b. Develop relevant sector-focused employment services and skills training curriculum;
- c. Maintain the ongoing relevance of the workforce development activities;
- a. Ensure that objectives, milestones and outcomes are being met;
- b. Ensure that funding is being used for its intended purpose and that objectives stated in the **Agreement** are being met;

**“EOIS-CaMS”** means the Employment Ontario Information System-Case Management System.

**“Employer”** means a person or a firm registered in **SAO** and actively receiving **SAO** services; and/or informing the development and delivery of sector-focused employment and **Training Services** to ensure that **Participants** have the essential technical and employability skills to obtain entry-level employment with opportunities to advance in identified sectors.

**“EOPG”** means the Employment Ontario Partners’ Gateway, a provincially maintained website which provides support to service providers delivering Employment Ontario programs and services as part of the Employment Ontario network

**“Delivery Partner(s)”** means a group that consists of service providers, training providers, and community partners to carry out the **SAO** project components and subcomponents. The **Delivery Partner(s)** will:

- a. Actively participate in the **Advisory Committee**; and
- b. Participate actively in the reporting, monitoring and evaluation of the Program;
- c. Keep a record of progress and accomplishments to-date and maintain accurate financial records;

- d. Ensure that funding is being used for its intended purpose and that objectives stated in the **Agreement** are being met;
- e. Provide prompt and accurate reimbursement to **Employers** and **Participants**, according to the terms and conditions of the training or placement agreement; and
- f. Input and actively manage information in **EOIS-CaMS** as required under the **Agreement**.

**"FIPPA"** means the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. f. 31, as amended.

**"Funds"** means the money provided by The **City** to **Fleming College** pursuant to the agreement.

**"Incumbent Worker"** means a person registered in **SAO** as a Participant who is already employed but is either vulnerable in his or her current employment or faces barriers to advancement before receiving **SAO** services.

**"Jobseeker"** means a person registered in **SAO** as a **Participant** who is unemployed before receiving **SAO** services.

**"Participant"** means a person registered in **SAO** and actively receiving **SAO** services.

**"Province"** means Her Majesty the Queen in right of Ontario as represented by the Minister of Labour, Training and Skills Development

**"SAO"** means Skills Advance Ontario.

**"Sector"** means multiple employers or organizations that are in the same or a similar or related industry.

**"SPRA"** means Service Provider Registration Authority

## 1 INSURANCE, INDEMNIFICATION AND HOLD HARMLESS

- a) The **Parties** shall each indemnify, defend, and save the other harmless from and against all claims, losses, damages, judgments, costs, expenses, actions and other proceedings made, sustained, brought, prosecuted or threatened to be brought or prosecuted that are based upon, occasioned by, or attributable to any damages or loss or harm of any kind whatsoever, including but not limited to bodily injury to or death of a person or damage to or loss of property caused by any negligent act or omission on the part of the indemnifying party, its officers, employees, or agents arising out of this **Agreement**, to the extent of the coverage amounts in the policies of insurance provided for herein, provided that **VCCS** shall be responsible for the employees and volunteers while they are under **VCCS's** supervision.
- b) **VCCS** will maintain comprehensive third party liability insurance, including professional liability insurance, in the amount of not less than \$2,000,000, covering claims brought against the **City** and its officers, employees, agents, or volunteers for legal liability caused by any negligent act or omission of **VCCS**, its officers, employees, students, agents or volunteers that occurs in connection with obligations under this Agreement. Such coverage shall not be cancelled or materially altered without thirty (30) days prior written notice to the **City**. **VCCS** shall provide the **City** with a Certificate of Insurance naming the **City** as an additional insured but only with respect to this **Agreement**.
- c) The **City** will maintain comprehensive third party liability insurance, including professional liability insurance, in the amount of not less than \$2,000,000, covering claims brought against **VCCS** and its employees for legal liability caused by any negligent act or omission of the **City**, its officers, employees, agents or volunteers that occurs in connection with the **City's** obligations under this **Agreement**. Such coverage shall not be cancelled or materially altered without thirty (30) days prior written notice to **VCCS**. Upon request, the **City** shall provide **VCCS** with a Certificate of Insurance naming **VCCS** as an additional insured but only with respect to this **Agreement**.

## 2 LIMITATION OF LIABILITY

- a) In no event and under no circumstances shall either **Party** be liable to the other for any indirect, incidental, consequential or special damages, including without limitation, loss of revenue or loss of profits, for any reason whatsoever arising under this **Agreement**, whether arising out of breach of contract, tort or otherwise, whether foreseeable or not, and whether or not advised of the possibility thereof.

## 3 PAYMENT

- a) The **City** agrees to pay to **VCCS** the fees set out in Schedule H of the **Agreement 40684** attached hereto.
- b) Harmonized Sales Tax ("HST") or Excised Sales Tax shall be in addition to the fees payable, otherwise hereunder if applicable. Taxes shall be shown separately on each invoice, if applicable.
- c) All fees shall be due on a net thirty (30) day basis from the date of receipt of the invoice. Overdue amounts shall bear interest at the rate of one (1%) percent per month (twelve (12%) percent per annum). These terms are in effect unless other payment terms are identified in **Schedule B** of the **Agreement 40684**
- d) **VCCS** agrees to carry out the **SAO** Program in accordance with the terms and conditions of this **Agreement**.
- e) The **City** agrees to reimburse **VCCS** for expenses incurred and otherwise recoverable in accordance with the terms of this **Agreement**, which expenses were incurred after April 1, 2020 and prior to or during the Term of this **Agreement**.
- f) Expenses submitted by **VCCS** will be broken out into categories as show in Schedule N.

## 4 PARTICIPANTS



- a. The **City** specifically acknowledges and agrees that all **Participants** shall abide by the rules and regulations, policies and procedures of **VCCS**, as amended from time to time.
- b. The **City** specifically acknowledges and agrees that any Participant who breaches the rules and regulations, policies and procedures of **VCCS** may be disqualified from the Training and their Training may be terminated at the option of **VCCS**. In such event there shall be no repayment of any training fees paid to that date.

## 5 OWNERSHIP OF INTELLECTUAL PROPERTY

- a. **The Parties** hereto acknowledge and agree that the intellectual and industrial property rights of each **Party** shall remain in any of the program's materials and information, supplied by them. To the extent that the program materials and information is developed under the terms of this **Agreement**, intellectual property rights in such programs shall rest and remain with **VCCS**.
- b. Any confidential information, trade secrets, proprietary information or other confidential information supplied by either **Party** to the other **Party** shall remain the property of the **Party** supplying such confidential information, during the term of and after the term of this **Agreement**.
- c. The **Parties** specifically acknowledge and agree that knowhow, expertise, training, program processes and other tools and materials used in delivering the Training Services, are the sole and exclusive intellectual property right of, and property of **VCCS**.

## 6 WARRANTY

- a. As a provider of Training Services, **VCCS** will warranty their delivery of these services and will be fit to provide their intended purpose.

## 7 FORCE MAJEURE

In no event shall **VCCS** be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including without limitation, funding changes, changes in laws or licensing requirements, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

Without limiting the generality of section 2.3 of the **Agreement**, the Recipient shall have comprehensive program management systems that include policies and procedures to ensure the delivery of quality customer services as well as adequate and appropriate human resource, management and administrative support.

## 8 CUSTOMER SERVICE

VCCS shall:

- a. Adhere to the Customer Service roles and responsibilities outlined in Schedule C Section 19 of **Agreement 40684** (p.46 – 47)
- b. Commit to providing Customer Satisfaction of 85% for **Participants** and **Employers** as outlined in Schedule G, Performance Commitments of **Agreement 40684** (p.56)

## 9 DOCUMENTATION REQUIREMENTS

VCCS will adhere to the **Participant** Documentation Requirements roles and responsibilities outlined in Schedule C Section 20 of **Agreement 40684** (p.47 – 48).

## 10 FORMS

**VCCS** will use forms identified by the Province including the following:

- a. SkillsAdvance Ontario Participant Registration form;
- b. SkillsAdvance Ontario Employer Registration form; and
- c. SkillsAdvance Ontario Training Placement **Agreement**.

These forms are mandatory and cannot be altered.

These forms are available on the **EOPG**.

If **VCCS** requires additional forms for the **SAO**, the **Parties** will jointly develop and review the documentation. See section 14(vi) of this **Agreement**.

## 11 FINANCIAL MANAGEMENT

Eligible expenses incurred by **VCCS** for **SAO** Program activities described in the **Agreement** will be reimbursed as applicable by the **City**. **VCCS** must maintain all relevant financial records of its **SAO** Program expenses. **VCCS** is required to submit all necessary invoices and back-up documentation outlining the details of such expenses to the **City** upon invoice by **VCCS**. **VCCS** agrees to keep original receipts for seven years after the end of the **Agreement**.

Maximum of Funds:

**VCCS** acknowledges that the Funds available to it pursuant to the **Agreement** will not exceed the Maximum Funds specified in Schedule "N" - SAO PROJECT FUNDS.

### 12.1 Rebates, Credits and Refunds:

**VCCS** acknowledges that the amount of Funds available to it pursuant to the **Agreement** is based on the actual costs to **VCCS**, less any costs (including taxes) for which **VCCS** has received, will receive, or is eligible to receive, a rebate, credit or refund.

### 12.2 Use of Funds:

**VCCS** agrees to:

- a. carry out the Program in accordance with the terms and conditions of the **Agreement**;
- b. use the Funds only for the purpose of carrying out the **SAO** Program;
- c. spend the Funds only in accordance with the budget;
- d. not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, including other Provincial or Federal organizations;

- e. not make any changes to the **SAO** Program, the timelines or the budget without prior written consent of the **City**.

### 12.3 Limitation on Payment of Funds:

**VCCS** acknowledges that the **Province** is not obligated to provide instalments of Funds to the **City** until it is satisfied with the progress of the Program. In turn, the **City** agrees to notify **VCCS** in a timely manner, should the **Province** make such funding changes or adjustments. **VCCS** acknowledges:

- a. the **Province** is not obligated to provide instalments of Funds to the **City** until it is satisfied with the progress of the **SAO** Program;
- b. the **Province** may adjust the amount of Funds it provides to the **City** in any Funding Year based upon the **Province's** assessment of required reports provided by the **City**, and the **City** in turn may adjust the amount of Funds it provides to **VCCS**; and
- c. if, pursuant to the *Financial Administration Act* (Ontario), the **Province** does not receive the necessary appropriation from the Ontario Legislature for payment under the **Province's SAO Program Agreement** with the **City**, the **Province** is not obligated to make any such payment, and, as a consequence, the **Province** may:
  - a. reduce the amount of Funds and, in consultation with the **City**, change the Program; or
  - b. terminate the **Province's SAO Program Agreement** with the **City**.

## 12 TRADEMARK AND TRADENAME

The **Parties** acknowledge that the respective trademarks of the other **Party** are the sole and exclusive property of that Party. **VCCS** agrees that the **City** has the right to use its trademark for the purposes outlined in this **Agreement** with regards to marketing and advertising materials.

## 13 SCOPE

This **SAO** is funded by the **Province**. This **SAO** will support the manufacturing and agriculture sectors in the **City** and is a pre-employment readiness training and

workforce development program. This program will support **Employers** to:

- a. Build a supply of skilled **Participants** who can meet their workforce development needs by providing training services to improve their workforce performance;
- b. Reduce turnover and associated recruitment and training costs;
- c. Demonstrate commitment to workforce development, including the advancement of **Incumbent Workers**; and
- d. Form effective and dependable workforce development partnerships with **Delivery Partners**.

This **SAO** will support **Participants** with:

- a. Training related to an occupation that offers positive labour market prospects;
- b. Essential, technical, and employability skills training, and on-the-job experience;
- c. Industry-recognized certificate or credential upon completion of training;
- d. The ability to sustain or advance from their current employment; and
- e. Sustainable employment (i.e. greater security through improved employment status)
- f. Sustainable employment (i.e. sufficient hours to sustain household income; greater security through improved employment status and reduced chance of getting laid-off).

## 14 OBLIGATIONS OF **VCCS**

**VCCS** shall:

- i. designate a qualified instructor trainer(s) to be in part responsible for the supervision and training of the **Participants**.
- ii. **VCCS** shall provide to the **Participants** the Training Services as described in **Schedule M** attached hereto, based on the **SAO** Program.
- iii. Unless otherwise set out in **Schedule M** hereto, the Training Services will be delivered at a site to be selected and provided by **VCCS**.

- iv. All personnel contracted by **VCCS** in the performance of its obligations hereunder shall be professionals, employees, contractors, or agents of **VCCS** and shall not be employees or agents of the **City**.
- v. Ensure that **Participants** meet the eligibility and suitability requirements identified in Schedule C, sections 4 and 5 of **Agreement 40684** (p. 32-33), which terms are incorporated by reference into this **Agreement**.
- vi. The **Participant** recruitment and intake process will be agreed to between the **Parties**. If there is a disagreement, the decision of the **City** supersedes that of **VCCS**.
- vii. The intake of **Participants** will be administered by **VCCS**.

## 15 OBLIGATIONS OF THE CITY

The **City** shall:

- i. be responsible for collaborating with **VCCS** in planning training of **Participants**, intake processes for the **Participants**, providing wrap around services for **Participants** and **Employers**, as outlined in Schedule M;
- ii. provide **VCCS** with sufficient information about the training needs to allow **VCCS** to provide training that meets the specific objectives of the **City's** training program;
- iii. determine, in conjunction with **VCCS's** representative\contact person, the dates and times when the facilities and resources are to be available at the training site;
- iv. assist **VCCS** in ensuring **Participants** complete any pre-training requirements in accordance with the **Agreement 40684** by the **City** staff dedicated to this **Agreement**. This will be done by providing guidance through the **SAO Advisory Committee**, working with **Employers** to understand their

needs, and by working in partnership with **VCCS** to develop the curriculum and assist in designing the delivery of the curriculum components **VCCS** is responsible for.

## 16 PROGRAM COMPONENTS

There are two program components under **SAO**:

1. Partnership Development
2. Employer and Worker Services

**VCCS** will ensure that the following program components and its/their subcomponents are delivered.

### 16.1 PARTNERSHIP DEVELOPMENT

**VCCS** and the **City** will:

- i. Develop employment and training service curriculum and delivery approaches that reflect knowledge of the sector's workforce development requirements through:
  1. Refocusing employment services to meet employability skills requirements (for example, sector-focused soft skills needs);
  2. Developing new training curriculum or revising existing curriculum to meet essential and soft skills needs; and
  3. Endorsing sector-focused employment and training services and curriculum by **Employers** and **Advisory Committee**;
- ii. Customize employment and training curriculum and delivery approaches to meet the needs of **Employers** by working with them to more fully articulate their training needs for the purposes of customization with the **Delivery Partners** and to ensure developed training and delivery approaches continue to meet **Employers'** needs on an ongoing basis.

## 16.2 EMPLOYER AND WORKER SERVICES

The objective of this section is to provide **Participants** with sector-focused essential, soft skills training based on the needs of **Employers** in the identified sectors (i.e. the skills required to obtain and succeed in the jobs for which vacancies, retention or advancement opportunities are identified by **Employers** and the **Advisory Committee**).

**VCCS** will provide training **Participants** and will ensure the following components and subcomponents are delivered (see **Agreement 40684**, Schedule C, section 8, pp.35 – 42):

- i. Sector-focused Recruitment (including Orientation and Service Planning);
  1. Orientation Activities
  2. Case Management and Access to SAO
  3. Service Planning
- ii. Sector-focused Pre-Employment Services (“Soft Skills Training”); and
- iii. Sector-focused Employment Services (including Job Matching and Development);
  1. Job Matching and Development
  2. Screening activities: **Participants**
- iv. Sector-focused Retention and Advancement Services

## 18. PERFORMANCE COMMITMENTS

**Parties** agree to a performance commitment of a total of 110 **Participants** trained through the **Job Seeker** and **Incumbent SAO** program. Changes to these commitments:

- i. Result in written agreeance by both **Parties**, that the Performance Commitments for training of **Incumbent Workers** or **Job Seeker Participants**, cannot be met; and
- ii. both **Parties**, will jointly provide written explanation of this change to the **Province**; which will be submitted by the **City**.



- iii. The **City** may advise **VCCS** of a reduced target, which shall be communicated in writing.

## **SCHEDULE N – SAO PROGRAM FUNDS**

### **VCCS Program Funding:**

**VCCS** will receive up to \$285,028 from the **City** to deliver the **SAO** services outlined in this **Agreement**.

There are three categories of funds: Operating, Financial Supports and Administration. The budget totals represent a total of funds available and represents a cap of funding available. However, the budget lines within a fund category is a guideline and representation of how the fund may be spent. See **Agreement 40684**, Schedule H, Section 3 Financial Considerations (p.61) for additional information on financial considerations.

#### **1. OPERATING FUNDS**

Operating Funds are Funds used for direct expenditures related to the day-to-day direct delivery of the **SAO** Program as agreed to with the **City**. Costs related to the provision of the **SAO** that can be claimed against Operating Funds include:

- a. Staff and management salaries directly associated with the delivery of the Project;
- b. Hiring and training of staff (including professional development);
- c. Sector-focused recruitment
- d. Pre-employment service delivery ("soft skills training")
- e. Employment services (including job matching and placement)
- f. Retention services and ongoing case management (post-employment services); and
- g. Other direct operating expenditures related to delivery of the Project.
- h. Administrative costs (as described below, up to a maximum of 15% of the Operating Funds)

**VCCS** will not use Operating Funds for:

- a) Termination, severance costs and bonuses; or
- b) Major capital expenditures, such as the purchase or construction of facilities.

**2020 -2021**

Operating funds		2020-2021 Budget
i.	Staff and management salaries directly associated with the delivery of the Project (including program coordination, support for <b>Participants</b> while being trained and program documentation)	\$8,500
ii.	Staff hiring and training (including professional development)	\$5,000
iii.	Facilities (rent)	\$4,850
iv.	Funding of Projects undertaken by the <b>VCCS</b> , including the distribution of funds to relevant partners (e.g. for curriculum development, training, etc.) (*)	\$22,000
v.	Sector-Focused Recruitment (including Orientation and Service Planning)	\$52,000
vi.	Sector-Focused Pre-Employment Services ("Soft Skills Training") for Job Seekers	\$60,000
vii.	Sector-focused Employment Services (including Job Matching and Development)	\$13,000
viii.	Sector-Focused Retention and Advancement Services	\$27,500
<b>TOTAL:</b>		<b>\$247,850</b>

**2. FINANCIAL SUPPORTS**

The following funds are available for **VCCS** to access, as required to support the **Participants** during the program. These funds will be used when other options such as Ontario Works support are exhausted.

**2020-2021**

Financial Supports (for Employers and Participants)		2020-2021 Budget
i.	Employer supports. <ul style="list-style-type: none"> <li>for lost productivity of workplace mentors and/or paid release time for <b>Participants</b> in a formal job placement (up to \$1,000 per trainee) (*)</li> </ul>	\$50,000
ii.	<b>Participant</b> supports (up to \$3,000 per person) (*)	\$149,000
iii.	<b>Participant</b> Financial Support	\$100,000
iv.	Job Placement Stipend	\$49,000
TOTAL		\$199,000

\* In no instance can the combined Participant Financial Supports and the Job Placement Stipend exceed \$3,000 for a participant.

**VCCS** will notify the **City** of instances where employers require financial support for lost productivity of workplace mentors and/or paid release time for **Participants** in a formal job placement, **City** will be responsible for disbursement to **Employers**.

**Agreement 40684** allows for a job placement stipend to be paid to support qualifying jobseekers for up to 2 weeks of their job placement. **The Parties** will work together to identify instances where this stipend can be paid. This stipend is based on the minimum wage of \$14.25/hr without allocation for any mandatory deductions. **VCCS** will be responsible for payment of any approved stipends, this will include any required tax slips.

### 3. ADMINISTRATION COSTS

**VCCS** is able to attribute no more than 15% of Operating Funds for administration costs. Administration costs are indirect expenditures necessary for operating an organization but not directly associated with the delivery of the **SAO**. For example, a portion of the salaries/benefits of the Executive Director, IT, and/or financial staff that work for the entire organization but may spend a portion of their time dedicated to administrative functions that support the Program may be claimed as Administration Costs.

2020-2021 Administrative Costs (*)		2019 – 2021 Budget
i.	Supports (general and administrative **).	\$37,178.00

\* Max 15% of the Operating Fund (Operating Fund = \$247,850 \*15% = \$37,178.00

\*\* Administration costs are indirect expenditures necessary for operating an organization but not directly associated with the delivery of the Project. For example, a portion of the salaries/benefits of the Executive Director, IT, and/or financial staff that work for the entire organization but may spend a portion of their time dedicated to administrative functions that support the Project may be claimed as Administration Costs.

#### **Reimbursement of incurred costs:**

The **City** will reimburse **VCCS** after receipt of an invoice(s) from **VCCS** for incurred costs. Payment to **VCCS** is subject to the receipt of funds provided to the **City** by the **Province** as per the monthly payment schedule outlined in the **SAO Agreement 40684**. The program is subject to a 15% holdback by the **Province** to ensure completion and submission of all documentation, this may impact the timing of payment of later claims by the **City** to **VCCS**.

The **City** will promptly pay invoices from **VCCS** subject having received the funds on hand from the **Province**. **VCCS** will not charge interest or penalties if the **Province** has not provided funds to **City**. In the event that the **Province** does not provide all required funding to the **City** to pay for incurred costs, the **City** will not be liable for any outstanding charges from **VCCS**. In the event that the **Province** discontinues funding to the **City**, the **City** will immediately notify **VCCS** so that **VCCS** may minimize incurring any program related costs, and **VCCS** may stop delivery of any further Training Services.

## Schedule O: VCCS REPORTING

### 1. Program Reporting

**VCCS** agrees to provide regular reports to the **City** that will assist in the final preparation of the **Province** mandated reports as outlined in Reporting Schedule below. The **City** will, in turn, provide consolidated progress reports to **VCCS**.

### 2. Reporting Schedule

- a. Quarterly Status and Adjustment Report (QSAR)
  - i. Report 3 for the period October 1, 2020 to December 31, 2020  
Due Date: January 15, 2021
  - ii. Report 4 for the period January 1, 2021 to March 31, 2021  
Due Date: April 15, 2021
- b. Estimate of Expenditure Report (EER)
  - i. Report 4 for the period April 1, 2020 to December 31, 2020  
Due Date: January 11, 2021
  - ii. Report 5 for the period April 1, 2020 to March 31, 2021  
Due Date: April 1, 2021
- c. Statement of Revenue and Expenditure Report (SRER)
  - i. Report 1 for the period of April 1, 2020 to March 31, 2021  
Due Date: June , 2021

### 3. Provision of Information Required by CKL

As a program provider, **VCCS** to provide the **City** with any reports on **SAO** Program and/or **Participant** progress required to meet its reporting requirements.

## City of Kawartha Lakes Skills Advance Ontario Program Agreement

THE SERVICE AGREEMENT, effective as of the June 16, 2021 **(the "Effective Date")**

### BETWEEN

Victoria County Career Services Inc. located in the City of Kawartha Lakes, Lindsay, Province of Ontario, Canada (Hereinafter referred to as "**VCCS**").

### AND

The Corporation of the City of Kawartha Lakes, a municipality incorporated under the laws of the Province of Ontario **(Hereinafter referred to as the "City")**

The City and VCCS entered into an agreement, effective as of December 16, 2020, to carry out the Project under the "SkillsAdvance Ontario" (SAO) ("the Agreement").

The City and VCCS agree to amend the Service Agreement as follows:

1. Schedule "A", Section 14 of the Agreement is amended by adding the following:  
VCCS shall:
  - viii. Follow the Haliburton, Kawartha, Pine Ridge District Health Unit (HKPRDH) Covid-19 Pandemic protocols and screening requirements, and Workplace Safety and Preventions Services guidelines.
2. "Performance Commitments" in Schedule "A" Section 18 of the **Agreement** is amended by deleting the following:

**Parties** agree to a performance commitment of a total of 105 **Participants** trained through the Job Seeker and Incumbent **SAO** program.

And replacing it with:

**Parties** acknowledge from January 11, 2021 to March 31, 2021 the SAO achieved a Participant Intake of 58 **Participants** trained through the **Job Seeker** and **Incumbent Worker** program. **Parties** agree to a Participant Intake of 105 **Participants** from April 1, 2021 to March 31, 2022, trained through the **Job Seeker** and **Incumbent Worker SAO** Program.

3. This SAO Program will expand to include the Construction sector.
4. Schedule “M”, Term i, of the **Agreement** is amended by deleting the following:

This Agreement shall be effective on December 16, 2020 ending on March 31, 2021 unless terminated in writing by either **Party** on the giving of notice.

And replacing it with:

This Agreement shall be effective on December 16, 2020, ending on March 31, 2022 unless terminated in writing by either **Party** on the giving of notice.

5. Schedule “M”, Section 17 of the **Agreement** is expanded by adding the following sub-section:

The **City** will provide **VCCS** with **SAO** branded templates, branding and marketing materials to be used for advertising and promotion of the **SAO**.
6. Schedule “N” is deleted and replaced with the attached Schedule “N”.
7. Schedule “O” is deleted and replaced with the attached Schedule “O”.



IN WITNESS WHEREOF, the Parties have executed the Service Agreement on the dates set out below.

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

Name: Andy Letham      Title: Mayor

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Signature

Date

Name: Cathie Ritchie    Title: Clerk

---

Signature

Date

“We have authority to bind the corporation pursuant to Council Resolution

\_\_\_\_\_.”

VICTORIA COUNTY CAREER SERVICE INC.

Name: Brenda Roxburgh

Title: Executive Director, VCCS

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Signature

Date

## **SCHEDULE N – SAO PROGRAM FUNDS**

### **VCCS Program Funding:**

**VCCS** will receive up to \$349,833 plus Financial Supports from the **City** to deliver the **SAO** services outlined in this **Agreement**.

There are two categories of funds: Operating (including Administration) and Financial Supports. The budget totals represent a total of funds available and represents a cap of funding available. However, the budget lines within a fund category is a guideline and representation of how the fund may be spent. See **Agreement 40684**, Schedule H, Section 3 Financial Considerations (p.61) and the Amending Agreement from the **Province** dated March 23 ,2021 for additional information on financial considerations.

### **1. OPERATING FUNDS**

Operating Funds are Funds used for direct expenditures related to the day-to-day direct delivery of the **SAO** Program as agreed to with the **City**. Costs related to the provision of the **SAO** that can be claimed against Operating Funds include:

- a. Staff and management salaries directly associated with the delivery of the Project;
- b. Marketing (Job Seeker Recruitment)
- c. Hiring and training of staff (including professional development) ;
- d. Sector-focused recruitment
- e. Pre-employment service delivery ("soft skills training")
- f. Employment services (including job matching and placement)
- g. Retention services and ongoing case management (post-employment services); and
- h. Other direct operating expenditures related to delivery of the Project.

- i. Administrative costs (as described below, up to a maximum of 15% of the Operating Funds)

**VCCS** will not use Operating Funds for:

- a) Termination, severance costs and bonuses; or
- b) Major capital expenditures, such as the purchase or construction of facilities.

### 2019 - 2021

Operating funds		2019 – 2021 Budget
i.	Staff and management salaries directly associated with the delivery of the Project (including program coordination, support for <b>Participants</b> while being trained and program documentation)	\$2124
ii.	Staff hiring and training (including professional development)	\$1248
iii.	Facilities (rent)	\$1212
iv.	Funding of Projects undertaken by the <b>VCCS</b> , including the distribution of funds to relevant partners (e.g. for curriculum development, training, etc.) (*)	\$5499
v.	Sector-Focused Recruitment (including Orientation and Service Planning)	\$12,999
vi.	Sector-Focused Pre-Employment Services (“Soft Skills	\$15,000

	Training”) for Job Seekers	
vii.	Sector-focused Employment Services (including Job Matching and Development)	\$3249
viii.	Sector-Focused Retention and Advancement Services	\$6876
ix.	Other direct operating expenditures related to the delivery of the program (including curriculum development, textbook, software and other required materials)	\$0
<b>MAXIMUM SITE BUDGET :</b>		<b>\$48,207</b>

### 2021 -2022

Operating funds		2021-2022 Budget
i.	Staff and management salaries directly associated with the delivery of the Project (including program coordination, support for <b>Participants</b> while being trained and program documentation)	\$8,500
ii.	Staff hiring and training (including professional development)	\$5,000
iii.	Marketing (Job Seeker Participant Recruitment	\$3000
iv.	Facilities (rent)	\$0

v.	Funding of Projects undertaken by the <b>VCCS</b> , including the distribution of funds to relevant partners (e.g. for curriculum development, training, etc.) (*)	\$22,000
vi.	Sector-Focused Recruitment (including Orientation and Service Planning)	\$71,996
vii.	Sector-Focused Pre-Employment Services (“Soft Skills Training”) for Job Seekers	\$60,000
viii.	Sector-focused Employment Services (including Job Matching and Development)	\$32,996
ix.	Sector-Focused Retention and Advancement Services	\$47,504
x.	Other Direct operating expenditures related to the delivery of the <b>SAO</b>	\$5000
<b>MAXIMUM SITE BUDGET:</b>		<b>\$255,996</b>

## 2. FINANCIAL SUPPORTS

The following funds are available for **VCCS** to access, as required to support the **Participants** during the program. These funds will be used when other options such as Ontario Works support are exhausted.

### 2019 - 2021

Financial Supports (for Employers and Participants)		2019 – 2021 Budget
i.	Employer supports. <ul style="list-style-type: none"> <li>for lost productivity of workplace mentors and/or paid release time for <b>Participants</b> in a formal job placement (up to \$1,000 per trainee) (*)</li> </ul>	\$5000
ii.	<b>Participant</b> supports (up to \$3,000 per person) (*)	\$13,082
MAXIMUM SITE BUDGET:		\$18,082

### 2021 - 2022

Financial Supports (for Employers and Participants)		2020-2021 Budget
i.	Employer supports. <ul style="list-style-type: none"> <li>for lost productivity of workplace mentors and/or paid release time for <b>Participants</b> in a formal job placement (up to \$1,000 per trainee) (*)</li> </ul>	\$45000
ii.	<b>Participant</b> /worker supports <ul style="list-style-type: none"> <li>up to \$3,000 per person including participant stipend (*)</li> </ul>	\$135918
MAXIMUM SITE BUDGET:		\$180,918

\* In no instance can the combined Participant Financial Supports and the Job Placement Stipend exceed \$3,000 for a participant.

**VCCS** will notify the **City** of instances where employers require financial support for lost productivity of workplace mentors and/or paid release time for **Participants** in a formal job placement, **City** will be responsible for disbursement to **Employers**.

**Agreement 40684** allows for a job placement stipend to be paid to support qualifying jobseekers for up to 2 weeks of their job placement. **The Parties** will work together to identify instances where this stipend can be paid. This stipend is based on the minimum wage of \$14.25/hr without allocation for any mandatory deductions. **VCCS** will be responsible for payment of any approved stipends, this will include any required tax slips.

### 3. ADMINISTRATION COSTS

**VCCS** is able to attribute no more than 15% of Operating Funds for administration costs. Administration costs are indirect expenditures necessary for operating an organization but not directly associated with the delivery of the **SAO**. For example, a portion of the salaries/benefits of the Executive Director, IT, and/or financial staff that work for the entire organization but may spend a portion of their time dedicated to administrative functions that support the Program may be claimed as Administration Costs.

Administrative Costs (*)		2019 – 2021 Budget
i.	Supports (general and administrative **).	\$7231

\* Max 15% of the Operating Fund

Administrative Costs (*)		2021 - 2022 Budget
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i.	Supports (general and administrative **).	\$38,399
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\* Max 15% of the Operating Fund

\*\* Administration costs are indirect expenditures necessary for operating an organization but not directly associated with the delivery of the Project. For example, a portion of the salaries/benefits of the Executive Director, IT, and/or financial staff that work for the entire organization but may spend a portion of their time dedicated to administrative functions that support the Project may be claimed as Administration Costs.

#### **Reimbursement of incurred costs:**

The **City** will reimburse **VCCS** after receipt of an invoice(s) from **VCCS** for incurred costs. Payment to **VCCS** is subject to the receipt of funds provided to the **City** by the **Province** as per the monthly payment schedule outlined in the **SAO Agreement 40684**. The program is subject to a 15% holdback by the **Province** to ensure completion and submission of all documentation, this may impact the timing of payment of later claims by the **City** to **VCCS**.

The **City** will promptly pay invoices from **VCCS** subject having received the funds on hand from the **Province**. **VCCS** will not charge interest or penalties if the **Province** has not provided funds to **City**. In the event that the **Province** does not provide all required funding to the **City** to pay for incurred costs, the **City** will not be liable for any outstanding charges from **VCCS**. In the event that the **Province** discontinues funding to the **City**, the **City** will immediately notify **VCCS** so that **VCCS** may minimize incurring any program related costs, and **VCCS** may stop delivery of any further Training Services.



## Schedule “O” – VCCS Reporting

### 1. Program Reporting

**VCCS** agrees to provide regular reports to The **City** that will assist in the final preparation of the **Province** mandated financial reports as outlined in Reporting Schedule below. The **City** will, in turn, provide consolidated progress reports to **VCCS**.

### 2. Financial Reporting Schedule

#### **Estimate of Expenditure Report (EER)**

##### **2020 - 2021**

Report 4 for the period April 1, 2020 to December 31, 2020

Due Date: January 11, 2021

Report 5 for the period April 1, 2020 to March 31, 2021

Due Date: April 1, 2021

##### **2021 – 2022**

Report 1 for April 1, 2021 to August 31, 2021

Due Date: September 7, 2021

Report 2 for April 1, 2021 to September 30, 2021

Due Date: October 11, 2021

Report 3 for April 1, 2021 to November 30, 2021

Due Date: December 6, 2021

Report 4 for April 1, 2021 to December 31, 2021

Due Date: January 10, 2022

Report 5 for April 1, 2021 to March 31, 2022

Due Date: April 1, 2022

**Statement of Revenue and Expenditure Report (SRER)**

**2021 – 2020**

For the period April 1, 2020 to March 31, 2021

Due Date: May 28, 2021

**2021 - 2022**

For the period April 1, 2021 to March 31, 2022

Due Date: June 1, 2022

**Auditor's Report, if applicable**

For the period March 30, 2020 to March 31, 2022

Due Date: May 27, 2022

**City of Kawartha Lakes SkillsAdvance Ontario Program Service Agreement –  
Fleming College  
Agreement**

THE SERVICE AGREEMENT, effective as of the 11th of January 2021 (the "**Effective Date**")

**BETWEEN**

THE SIR SANDFORD FLEMING COLLEGE OF APPLIED ARTS AND TECHNOLOGY,  
a post-secondary educational institution incorporated under the laws of the **Province** of  
Ontario (**Hereinafter referred to as "Fleming College"**).

**AND**

THE Corporation of the **City** of Kawartha Lakes, a municipality incorporated under the  
laws of the **Province** of Ontario (**Hereinafter referred to as the "City"**)

**WHEREAS** The **City** and **Fleming College** (**referred to collectively as the  
"Parties"**) are mutually desirous of cooperating in a pre-employment readiness,  
workforce development training program to be delivered to the residents and citizens of  
The **City** (**referred to collectively as the "Participants"**) and employers of businesses  
located in The **City** (**referred to collectively as the "Employers"**).

**NOW THEREFORE**, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the **Parties** hereto agree as follows:

## **CONSIDERATION**

In consideration of the mutual covenants and agreements contained in this **Agreement** and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledge, the **Parties** enter into the following agreement.

## **ENTIRE AGREEMENT**

This Service **Agreement** with attached Schedules constitutes the entire **Agreement** between the **Parties** hereto with respect to the subject matter hereof and its execution has not been induced by, nor do any of the **Parties** hereto rely upon or regard as material, any representation or writing not incorporated herein and made a part thereof.

This agreement (the "**Agreement**"), including:

Schedule "A" - GENERAL TERMS AND CONDITIONS

Schedule "B" - PROJECT DESCRIPTION AND REQUIREMENTS

Schedule "C" - SAO PROJECT FUNDS

Schedule "D" - REPORTING

Schedule "E"- PAYMENT SCHEDULE

## **AMENDING THE AGREEMENT**

The **Agreement** may only be amended, varied, or modified by a written agreement duly

executed by the **Parties**.

## **NOTICE**

Any notice given under this **Agreement** shall be as follows:

a) **To Fleming College:**

Linda Poirier

Vice President, Academic Experience

**Fleming College**

705-749-5530 ext. 1544 | linda.poirier@flemingcollege.ca

599 Brealey Drive, Peterborough, ON, K9J 7B1

b) **To The City:**

Rebecca Mustard

Manager, Economic Development

Development Services, City of Kawartha Lakes

P.O. Box 9000, 26 Francis Street, Lindsay, ON, K9V 5R8

705-324-9411 extension 1395 | rmustard@kawarthalakes.ca

Contact details can be changed from time to time when provided in advance in writing to the other **Party**.

## **ACKNOWLEDGEMENT**

### **Fleming College:**

- a. acknowledges that it has read and understands the provisions contained in the entire **Agreement**;
- b. agrees to be bound by the requirements of this **Agreement**; and
- c. acknowledges that the **City** is bound by the terms of The Ontario Transfer Payment **Agreement** SkillsAdvance Ontario (**SAO**) **Agreement** Number 40684 between The **Province** of Ontario as represented by the Ministry of Labour, Training and Skills Development and **City** of Kawartha Lakes (**hereinafter referred to as "Agreement 40684"**).

### **The City:**

- a. acknowledges that it has read and understands the provisions contained in the entire **Agreement**; and
- b. agrees to be bound by the requirements of this **Agreement**.

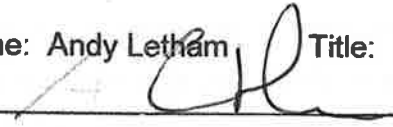
## **BACKGROUND**

The Ministry of Labour, Training and Skills Development (**Hereinafter referred to as "Province"**) has approved funding for the **City** to deliver a SkillsAdvance Ontario (**SAO**) project. The **SAO** project initiative will provide skills training for workers in the manufacturing and agriculture sectors across the **City**.

IN WITNESS WHEREOF, the **Parties** have executed the **Agreement** on the dates set out below.

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

Name: Andy Letham Title: Mayor

 Feb 26/21

Signature

Date

Name: Cathie Ritchie Title: Clerk

 Feb 26/21

Signature


Date

"We have authority to bind the corporation pursuant to Council Resolution

\_\_\_\_\_."

THE SIR SANDFORD FLEMING COLLEGE OF APPLIED ARTS AND TECHNOLOGY

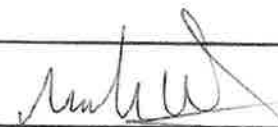
Name: Brett Goodwin Title: Acting Vice President, Academic Experience

 January 11, 2021

Signature

Date

Name: Mark Morden Title: Manager, Reporting & Accounting

 Jan 11/21

Signature

Date

## Schedule "A" - GENERAL TERMS AND CONDITIONS

The Ontario Transfer Payment **Agreement** SkillsAdvance Ontario (**SAO Agreement** 40684 between the **City** and Her Majesty the Queen in right of Ontario as represented by the Ministry of Labour, Training and Skills Development (**The Province**) (hereinafter referred to as "**Agreement 40684**") includes roles and responsibilities for the Delivery Partners ("**Delivery Partners**") included in the **SAO** program. **Fleming College** is one of two Delivery Partners of the resultant **SAO** program.

### 1. TERM

- a) This **Agreement** shall be effective commencing on January 11, 2021, ending on March 31, 2021 unless terminated in writing by either **Party** on the giving of notice.
- b) Either **Party** may terminate this **Agreement** at any time upon sixty (60) days prior written notice to the other **Party**, without default.
- c) The **City** may terminate this **Agreement** if **Agreement 40684** is terminated by the **Province** upon thirty (30) days prior written notice to **Fleming College**, without default.
- d) Either **Party** may terminate this **Agreement** immediately upon the other **Party** becoming insolvent, bankrupt or receiver or a receiver manager is appointed in respect of such **Party**.
- e) Either **Party** may terminate this **Agreement** on fifteen (15) days prior written notice in the event that the other **Party** is in default, unless such default was remedied within such fifteen (15) day period.

### Definitions

The following definitions apply to this **Agreement**



**“Advisory Committee”** means a group that consists of representatives from employers, employment training providers, industry associations, labour and economic development organizations, and sector business development organizations. The advisory committee will:

- a. Advise on sector requirements, including identifying job vacancies to be filled;
- b. Develop relevant sector-focused employment services and skills training curriculum;
- c. Maintain the ongoing relevance of the workforce development activities;
  - a. Ensure that objectives, milestones and outcomes are being met;
  - b. Ensure that funding is being used for its intended purpose and that objectives stated in this **Agreement** are being met;

**“Employer”** means a person or a firm registered in **SAO** and actively receiving **SAO** services; and/or informing the development and delivery of sector-focused employment and **Training Services** to ensure that **Participants** have the essential technical and employability skills to obtain entry-level employment with opportunities to advance in identified sectors.

**“FIPPA”** means the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. f. 31, as amended.

**“Funds”** means the money provided by The **City** to **Fleming College** pursuant to the agreement.

**“Incumbent Worker”** means a person registered in **SAO** as a Participant who is already employed but is either vulnerable in his or her current employment or faces barriers to advancement before receiving **SAO** services.

**“Jobseeker”** means a person registered in **SAO** as a **Participant** who is

unemployed before receiving **SAO** services.

**"Participant"** means a person registered in **SAO** and actively receiving **SAO** services.

**"Province"** means Her Majesty the Queen in right of Ontario as represented by the Minister of Labour, Training and Skills Development

**"SAO"** means SkillsAdvance Ontario.

**"Sector"** means multiple employers or organizations that are in the same or a similar or related industry.

## 2. PROJECT SCOPE

This **SAO Program** is funded by the **Province**. This program will support the manufacturing and agriculture sectors in the **City** and is a pre-employment readiness training and workforce development program. This program will support **Employers** to:

- a. Build a supply of skilled **Participants** who can meet their workforce development needs by providing training services to improve their workforce performance;
- b. Reduce turnover and associated recruitment and training costs;
- c. Demonstrate commitment to workforce development, including advancement of **Incumbent Workers**; and
- d. Form effective and dependable workforce development partnerships with

## **Delivery Partners.**

This project will support Participants with:

- a. Training related to an occupation that offers positive labour market prospects;
- b. Essential, technical, and employability skills training, and on-the-job experience;
- c. Industry-recognized certificate or credential upon completion of training;
- d. The ability to sustain or advance from their current employment; and
- e. Sustainable employment (i.e. sufficient hours to sustain household income; greater security through improved employment status and reduced chance of getting laid-off).

### **3. RECORD MAINTENANCE**

**Fleming College** will keep and maintain for seven years after the end date of the **Agreement**:

- a. all financial records (including invoices) relating to the Funds or otherwise to the **SAO** Program in a manner consistent with generally accepted accounting principles; and
- b. all non-financial documents and records relating to the Funds or otherwise to the **SAO** Program.

### **4. INSURANCE, INDEMNIFICATION AND HOLD HARMLESS**

- a. The **Parties** shall each indemnify, defend, and save the other harmless from and against all claims, losses, damages, judgments, costs, expenses, actions and other proceedings made, sustained, brought, prosecuted or threatened to be brought or prosecuted that are based upon, occasioned by, or attributable to any damages or loss or harm of any kind whatsoever, including but not limited to bodily injury to or death of a person or damage to or loss of property caused by any

negligent act or omission on the part of the indemnifying party, its officers, employees, or agents arising out of this **Agreement**, to the extent of the coverage amounts in the policies of insurance provided for herein, provided that **Fleming College** shall be responsible for the **Participants** while they are under **Fleming College's** direct supervision. Notwithstanding any provision in this **Agreement**, the above indemnity shall not extend to any contributory negligence of the **City**, its directors, officers, agents or employees.

- b. **Fleming College** will maintain comprehensive third-party liability insurance underwritten in the **Province** of Ontario, including professional liability insurance, in the amount of not less than \$2,000,000, covering claims brought against The **City** and its officers, employees, agents, or volunteers for legal liability caused by any negligent act or omission of **Fleming College**, its officers, employees, students, agents or volunteers that occurs in connection with obligations under this **Agreement**. Such coverage shall not be cancelled or materially altered without thirty (30) days prior written notice to The **City**. **Fleming College** shall provide The **City** with a Certificate of Insurance naming The **City** as an additional insured but only with respect to this **Agreement**.
- c. The **City** will maintain comprehensive third-party liability insurance underwritten in the **Province** of Ontario, including professional liability insurance, in the amount of not less than \$2,000,000 per occurrence, covering claims brought against **Fleming College** and its employees for legal liability caused by any negligent act or omission of The **City**, its officers, employees, agents or volunteers that occurs in connection with The **City's** obligations under this **Agreement**. Such coverage shall not be cancelled or materially altered without thirty (30) days prior written notice to **Fleming College**. Upon request, The **City** shall provide **Fleming College** with a Certificate of Insurance naming

**Fleming College** as an additional insured but only with respect to this **Agreement**

- d. The **City** unconditionally and irrevocably waives and releases all other claims, remedies, recourse or rights against the Crown in right of Ontario in respect of this **Agreement**, and agrees that it shall have no remedies, recourse or rights in respect of this **Agreement** against the Crown in right of Ontario, any Ministry, Minister, agent, agency, servant, employee or representative of the Crown or any director, officer, servant, agent, employee or representative of a Crown agency or a corporation in which the Crown holds a majority of the shares or appoints a majority of the directors or members, other than against **Fleming College** and its assets.

## 5. LIMITATION OF LIABILITY

- a. In no event and under no circumstances shall either Party be liable to the other for any indirect, incidental, consequential or special damages, including without limitation, loss of revenue or loss of profits, for any reason whatsoever arising under this **Agreement**, whether arising out of breach of contract, tort or otherwise, whether foreseeable or not, and whether or not advised of the possibility thereof.
- b. No claims or actions regardless of form may be brought by the **Parties** to this **Agreement** against each other or against a third party that may bring a claim against a Party to this for contribution and indemnity more than six (6) months after the facts giving rise to such claim or action have occurred, regardless of whether those facts by that time are known to, or ought reasonably to have been discovered by The **City** or **Fleming College** as the case may be.
- c. The limitations of liability in this section apply:
  - i. regardless of the basis on which the **Parties** are entitled to claim, including but not limited to, breach of contract or tort (including, but not limited to, negligence);

- ii. to The **City** or **Fleming College**, their volunteers, directors, officers, employees, students, agents and subcontractors; and
- iii. to all claims that the **Parties** Agency may have against each other or third **Parties** that may have a claim against a Party to this **Agreement** for contributions or indemnity.
- iv. The liability of **Fleming College** under this Indemnity in respect of any Participant shall be limited to the amount of fees paid by The **City** in respect of such Participant.

## 6. PAYMENT

- a. **Fleming College** agrees to invoice the **City** for services rendered, as set out in Schedule "C" - **SAO PROJECT FUNDS**. Upon receipt of an invoice (with Estimate of Expenditure Report) from **Fleming College** the **City** shall pay all fees within thirty (30) days.
- b. Harmonized Sales Tax ("HST") or Excised Sales Tax shall be in addition to the fees payable, otherwise hereunder if applicable. Taxes shall be shown separately on each invoice, if applicable.
- c. All fees shall be due on a net thirty (30) day basis from the date of the invoice. Overdue amounts shall bear interest at the rate of one (1%) percent per month (twelve (12%) percent per annum).
- d. The **City** agrees to reimburse **Fleming College's** expenses and costs incurred and otherwise recoverable in accordance with the terms of this Agreement, which expenses and costs were incurred prior to the effective date of this agreement, up to and including April 1, 2020, until the expiry of the term of this Agreement.

## 7. PARTICIPANTS

- a. The **City** specifically acknowledges and agrees that all Participants shall abide by the rules and regulations, policies and procedures of **Fleming College**, as amended from time to time.

- b. The **City** specifically acknowledges and agrees that any Participant who breaches the rules and regulations, policies and procedures of **Fleming College** may be disqualified from the Training and their Training may be terminated at the option of **Fleming College**. In such event there shall be no repayment of any training fees paid to that date by **Fleming College**.

#### 8. OWNERSHIP OF INTELLECTUAL PROPERTY

- a. The **Parties** hereto acknowledge and agree that the intellectual and industrial property rights of each Party shall remain in any of the program's materials and information, supplied by them. To the extent that the program materials and information is developed under the terms of this **Agreement**, intellectual property rights in such programs shall rest and remain with **Fleming College**.
- b. Any confidential information, trade secrets, proprietary information or other confidential information supplied by either Party to the other Party shall remain the property of the Party supplying such confidential information, during the term of and after the term of this **Agreement**.
- c. The **Parties** specifically acknowledge and agree that knowhow, expertise, training, program processes and other tools and materials used in delivering the Training Services, are the sole and exclusive intellectual property right of, and property of **Fleming College**.

#### 9. WARRANTY

- a. The Training Services and training materials in the program are provided "as is" without any warranty of any kind, express, implied, or statutory including but not limiting warranties of title, merchantability or fitness for a particular purpose. All statutory warranties and other warranties are hereby explicitly disclaimed.

#### 10. FORCE MAJEURE

- a. In no event shall **Fleming College** be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including without limitation, funding changes, changes in laws or licensing requirements, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

#### 11. TRADEMARK AND TRADENAME

- a. The **Parties** acknowledge that the trademarks of the other **Party** are the sole and exclusive property of that **Party**.
- b. **Fleming** agrees that **The City** has the right to use its trademark for the purposes outlined in this **Agreement** with regards to marketing and advertising materials where **Fleming** has been given the opportunity to review the trademarked material in advance of publication and provides their written consent to its use. **The City** acknowledges that it must obtain **Fleming's** written permission for each trademarked item.

#### 12. GOVERNING LAW

- a. This **Agreement** constitutes the entire **Agreement** between the **Parties** and is governed by the laws of The **Province** and the Federal Laws of Canada, as applicable.
- b. The **Parties** confirm that they each required this **Agreement** and all documents and notices in connection therewith be drawn up in English.

#### 13. ASSIGNMENT

- a. This **Agreement** may not be assigned or subcontracted by either party without the prior written consent of the other.



14. ENUREMENT

- a. This **Agreement** shall ensure to the benefit of and be binding upon the **Parties** hereto and their respective successors and permitted assigns.

15. SEVERABILITY

- a. If any Article, Section or portion of any Article or Section of this **Agreement** is determined to be unenforceable or invalid by any court of competent jurisdiction and that decision is not appealed or appealable, for any reason whatsoever, that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this **Agreement** and such unenforceable or invalid Article, Section or portion thereof shall be severed from the remainder of this **Agreement**.

16. TERMINATION AND ASSIGNMENT

- i. The **Agreement** may be terminated at any time upon sixty (60) days written notice by either party. The **Agreement** may be terminated by the **City** if **Agreement** 40684 is terminated by the **Province**, upon thirty (30) days written notice to Fleming;
- ii. **Fleming College** acknowledges that the **Province** may terminate the **SAO** Program agreement at any time without liability, penalty or costs upon giving at least 30 days' notice to The **City**. In such circumstance, The **City** will immediately notify **Fleming**.

16.1 TERMINATION ON NOTICE

- a. **Termination on Notice.** The **City** may terminate the **Agreement** at any time without liability, penalty or costs upon giving at least 30 days' notice to **Fleming College** if **Agreement** 40684 is terminated by the **Province**.
- b. **Consequences of Termination on Notice by The City.** If The **City**

terminates the **Agreement** pursuant to section 16.1(a), The **City** may take one or more of the following actions:

- i. cancel all further instalments of Funds;  
  
and
- ii. determine the reasonable costs for **Fleming College** to wind down the **SAO** Program, with consideration to the following:
  - 1. permit **Fleming College** to offset such costs against the amount owing pursuant; and
  - 2. provide Funds to **Fleming College** to cover such costs.

#### 17. Events of Default.

17.1 Each of the following events constitute an Event of Default:

- i. A breach of any representation, warranty, covenant or other material term of the **Agreement**, including failure to execute the following in accordance with the terms and conditions of the **Agreement**:
  - a. carry out the Program;
  - b. use or spend Funds;
  - c. provide reports in accordance with the **Agreement**;
- ii. **Fleming College**'s operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the **SAO** Program under which the **Province** provides the Funds;
- iii. Either Party makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- iv. Either Party ceases to operate.

**17.2 Consequences of Events of Default and Corrective Action.** If an Event of Default on the part of Fleming occurs, The **City** may, at any time, take one or more of the following actions:

- i. initiate any action The **City** considers necessary in order to facilitate the successful continuation or completion of the Program;
- ii. provide **Fleming College** with an opportunity to remedy the Event of Default;
- iii. suspend the payment of Funds for such period as The **City** and **Fleming College** determines appropriate;
- iv. reduce the amount of the Funds;
- v. cancel all further instalments of Funds; and
- vi. terminate the **Agreement** without liability, penalty or costs to the **City** upon giving Notice to **Fleming College**.

If an Event of Default on the part of the **City** occurs, **Fleming College** may, at any time, take one or more of the following actions:

- i. provide the **City** with an opportunity to remedy the Event of Default;
- ii. demand the payment of an amount equal to any outstanding payments due, in accordance with section 6.0 of the **Agreement**, at the time of default; and
- iii. terminate the **Agreement** without liability, penalty or costs to **Fleming College** upon giving Notice to the **City**.

**17.3 Opportunity to Remedy.** If a party provides the other with an opportunity to remedy the Event of Default, the non-defaulting party will provide Notice to the defaulting party of:

- i. the particulars of the Event of Default; and
- ii. the Notice Period.

**17.4 Recipient not Remedying.** If a party has provided the other with an opportunity to remedy the Event of Default and :

- i. the defaulting party does not remedy the Event of Default within the Notice Period; or
- ii. it becomes apparent to the non-defaulting party that the defaulting party cannot completely remedy the Event of Default within the Notice Period; or
- iii. The defaulting party is not proceeding to remedy the Event of Default in the manner that has been collaboratively determined with the non-defaulting party,

the non-defaulting party may extend the Notice Period or initiate any one or more of the actions provided for in section 17.2.

**17.5 When Termination Effective.** Termination under this Article will take effect as set out in the Notice provided under 17.3, which must be at least 15 days.

## 18. PRINCIPLES OF COLLABORATION

The **City** and **Fleming College** agree to use the following guiding principles of collaboration:

- a. work cooperatively and in close consultation with each other and with their respective communities in order to develop and deliver the Program;

- b. abide by all requirements as detailed in this **Agreement** and requirements provided by the **Province**;
- c. trust and respect each other's organizational values and integrity;
- d. foster innovation and synergistic opportunities; and
- e. maintain accountability to each other, to the Funder and to their respective communities.

**Parties Independent.** Both **Parties** acknowledge that it is not an agent, joint venturer, legal partner or employee of the other party, and they will not represent themselves in any way that might be taken by a reasonable person to suggest that they are, or take any actions that could establish or imply such a relationship.

#### 19.FINANCIAL MANAGEMENT

Eligible expenses incurred by **Fleming College** for **SAO** Program activities described in the agreement will be reimbursed as applicable by The **City**. **Fleming College** must maintain all relevant financial records of its **SAO** Program expenses. **Fleming College** is required to submit all necessary invoices and back-up documentation outlining the details of such expenses to the **City** upon invoice by **Fleming College**. **Fleming College** agrees to keep original receipts for seven years after the end of the **Agreement**.

#### Maximum of Funds:

**Fleming College** acknowledges that the Funds available to it pursuant to the **Agreement** will not exceed the Maximum Funds specified in Schedule "C" - **SAO PROJECT FUNDS** without prior written consent of the **City**.

#### 19.1 Rebates, Credits and Refunds:

**Fleming College** acknowledges that the amount of Funds available to it pursuant to the **Agreement** is based on the actual costs to **Fleming College**, less any costs

(including taxes) for which **Fleming College** has received, will receive, or is eligible to receive, a rebate, credit or refund.

#### 19.2 Use of Funds:

**Fleming College** agrees to:

- a. carry out the Program in accordance with the terms and conditions of the **Agreement**;
- b. use the Funds only for the purpose of carrying out the Program;
- c. spend the Funds only in accordance with the budget;
- d. not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, including other Provincial or Federal organizations;
- e. not make any changes to the Program, the timelines or the budget without prior written consent of the **City**.

#### 19.3 Limitation on Payment of Funds:

**Fleming College** acknowledges that the **Province** is not obligated to provide instalments of Funds to the **City** until it is satisfied with the progress of the Program. In turn, the **City** agrees to notify **Fleming College** in a timely manner, should the **Province** make such funding changes or adjustments. **Fleming College** acknowledges:

- a. the **Province** is not obligated to provide instalments of Funds to The **City** until it is satisfied with the progress of the **SAO** Program;
- b. the **Province** may adjust the amount of Funds it provides to The **City** in any Funding Year based upon the **Province's** assessment of required reports provided by The **City**, and The **City** in turn may adjust the amount of Funds

it provides to **Fleming College**; and

- c. if, pursuant to the *Financial Administration Act* (Ontario), the **Province** does not receive the necessary appropriation from the Ontario Legislature for payment under the **Province's SAO Program Agreement** with The **City**, the **Province** is not obligated to make any such payment, and, as a consequence, the **Province** may:
  - a. reduce the amount of Funds and, in consultation with The **City**, change the Program; or
  - b. terminate the **Province's SAO Program Agreement** with The **City**.

## Schedule "B" - PROGRAM DESCRIPTION AND REQUIREMENTS

### 1. PROGRAM OBJECTIVE

**SAO** is intended to support:

- a. Sector-focused work-force development in all aspects of delivery, including technical skills training and pre-employment, employment, and post-employment services;
- b. Employers with hiring, on-boarding and retaining employees and responding to employer skills requirements in the local economy; and
- c. Participants with succeeding and advancing in employment.

### 2. PARTNERSHIP DEVELOPMENT

**Fleming College** and **The City** will:

- i. Develop employment and training service curriculum and delivery approaches that reflect knowledge of the sector's workforce development requirements through:
  1. Refocusing employment services to meet employability skills requirements (for example, sector-focused soft skills needs);
  2. Developing new training curriculum or revising existing curriculum to meet essential and technical skills needs; and
  3. Endorsing sector-focused employment and training services and curriculum by Employers and advisory committee;
- ii. Customize employment and training curriculum and delivery approaches to meet the needs of Employers by working with them to more fully articulate their training needs for the purposes of customization with the delivery partners and to ensure developed training and delivery approaches continue to meet Employers' needs on an ongoing basis.



#### 4. EMPLOYER AND WORKER SERVICES

The objective of this section is to provide Participants with sector-focused essential, soft skills training and technical skills training based on the needs of employers in the identified sectors (i.e. the skills required to obtain and succeed in the jobs for which vacancies, retention or advancement opportunities are identified by Employers and the advisory committee).

**Fleming College** will provide training to the following target groups:

1. **Jobseeker**
2. **Incumbent Worker**

##### A. Employer Eligibility and Suitability

The **City** is responsible for recruitment **Employers** and **Participants**. They are responsible for confirming they meet the respective eligibility and suitability requirement.

**Fleming College** will direct **Employers** to The **City** for approval of any incumbent training they may identify during discussions with **Employers** or **Participants**. Training will be selected to increase job security or to provide for potential advancement with the employer or with a future employer.

##### B. Sector-Focused Employment Services (“Soft Skills Training”) for Incumbent Workers:

**Fleming College** will ensure **Incumbent Workers** are provided with sector-focused soft skills training based on the needs of Employers including:

- i. Sector-focused employability skills to obtain, retain and succeed in employment, such as:
  1. Career readiness or soft skills;
  2. Leadership or supervisory training;
  3. Transferable employability skills required to support their long-term resilience in the labour market; and

4. Personal attitudinal and behavioural management skills for the workplace, such as teamwork and time management.
- ii. Sector-focused career planning and management skills to retain and advance in employment that can be obtained through activities such as:
  1. Individualized career counselling;
  2. Ongoing career planning; and
  3. Personal attitudinal and behavioural management skills coaching such as positive attitude and responsible behaviours.

C. Sector-Focused Essential and Technical Skills Training ("Hard Skills Training):

**Fleming College** will ensure Participants are provided with sector-focused technical skills training for Jobseekers and Incumbent Workers based on the needs of Employers including:

- i. Training delivered by **Fleming College** trainers and subject experts. Specific components of the training will be modularized for sector-focused requirements. Other training components will be tailored to sector and employer specific needs.
- ii. hard skills training with sector-focused skills in the manufacturing and agriculture sectors. The training will be typically focused on preparing Jobseekers for entry-level positions in the identified sectors.
- iii. hard and soft skills training with sector-focused skills in the manufacturing and agriculture sectors. The training will be typically focused on preparing Incumbent Workers for advancement.
- iv. Training that will lead to an industry-recognized **SAO** credential or **SAO** certificate of completion endorsed by **Fleming College** and advisory committee.

D. PARTICIPANT ENROLMENT TARGET

**Parties** agree to a Participant Enrolment Target of 94 participants through the Job Seeker and Incumbent program at **Fleming College**. Changes to this target may result in:

- i. written agreeance by both **Parties** that the Participant Enrolment Target for training of Incumbent Workers or Job Seeker Participants cannot be met and both **Parties**, will jointly consult on a written explanation, in the manner directed by the **Province**, of this change to the **Province** which will be submitted by the **City**; or
- ii. **The City** may advise **Fleming** of a reduced target, which shall be communicated in writing.

## **SCHEDULE 'C' – SAO PROJECT FUNDS**

### **Fleming College Program Funding:**

- i. **Fleming College** will receive up to \$532,450 from The **City** to deliver the services outlined in this agreement.
- ii. The **Parties** use of Funds is also subject to the following limits:
  - a. In situations of co-location of the **SAO** with other programs and services, funds must only be used to cover costs directly related to the delivery of the **SAO**; this must be managed by applying Project Accounting principles;
  - b. The **Parties** agree that **Fleming College** will not transfer funds between the budget line items (as set out in this Schedule) where the cumulative amount transferred exceeds 15% of the impacted budget line item unless it obtains the prior written consent of the **City**.
- iii. The **Parties should not anticipate** additional funds.

### **1. OPERATING FUNDS**

Operating Funds are Funds used for direct expenditures related to the day-to-day direct delivery of the **SAO** Program as agreed to with The **City**. Costs related to the provision of the **SAO** Program that can be claimed against Operating Funds include:

- a) Staff and management salaries directly associated with the delivery of the Program;
- b) Hiring and training of staff (including professional development);
- c) Sector-focused recruitment;
- d) Employment service delivery ("soft skills training");

- e) Essential and technical skills training ("hard skills training");
- f) Other direct operating expenditures related to delivery of the Program; and
- g) Administrative costs (as described below, up to a maximum of 15% of the Operating Funds)

1.1 **Fleming College** will not use Operating Funds for:

- a) Termination, severance costs and bonuses; or
- b) Major capital expenditures, such as the purchase or construction of facilities.

### Fleming College Operating Funds:

**2020 -2021**

i.	Staff and management salaries directly associated with the delivery of the Program (including program coordination, support for participants while being trained and program documentation)		\$15,000
ii.	Staff hiring and training (including professional development)		\$5,000
ii.	Funding of Programs undertaken by the <b>Fleming College</b> including the distribution of funds to relevant partners (e.g. for curriculum development, training, etc.)		\$32,000
iv.	Sector-Focused Employment Services ("Soft Skills Training")		\$57,000
v.	Essential and technical	Job Seeker	\$150,000

	skills training ("hard skills training")	Incumbent	\$84,000
vi.	Administrative Costs (including general and administrative supports)		\$69,450
vii.	Other direct operating expenditures related to the delivery of the pilot/program. (including curriculum development, textbook, software and other required materials, and lease of computers from <b>Fleming College</b> specifically for <b>SAO</b> program delivery. I.e. Tool Trainers)		\$120,000
			\$532,450

## 2. ADMINISTRATION COSTS

**Fleming College** is able to attribute no more than 15% of Operating Funds for administration costs. Administration costs are indirect expenditures necessary for operating an organization but not directly associated with the delivery of the Program. For example, a portion of the salaries/benefits of the Executive Director, IT, and/or financial staff that work for the entire organization but may spend a portion of their time dedicated to administrative functions that support the Program may be claimed as Administration Costs

## 3. PAYMENT SCHEDULE

Payments will be issued to **Fleming College** by The **City** within 30 days of the date of the invoice submitted by **Fleming College** with the Estimate of Expenditure Reports outlined in Schedule D for the project activities as specified in this **Agreement** and set out in the invoice.

## Schedule "D"- REPORTING

### 1. Program Reporting

**Fleming College** agrees to provide regular reports to The **City** that will assist in the final preparation of the **Province** mandated reports as outlined in Reporting Schedule below. The **City** will, in turn, provide consolidated progress reports to **Fleming College**.

### 2. Reporting Schedule

#### a) Quarterly Status and Adjustment Report (QSAR)

- i) Report 3 for the period October 1, 2020 to December 31, 2020

Due Date: January 15, 2021

- ii) Report 4 for the period January 1, 2021 to March 31, 2021

Due Date: April 15, 2021

#### b) Estimate of Expenditure Report (EER)

- i) Report 4 for the period April 1, 2020 to December 31, 2020

Due Date: January 11, 2021

- ii) Report 5 for the period April 1, 2020 to March 31, 2021

Due Date: April 1, 2021

#### c) Statement of Revenue and Expenditure Report (SRER)

- i) Report for the period of April 1, 2020 to March 31, 2021

Due Date: May 28 , 2021

### 3. Provision of Information Required by CKL

As a program provider, **Fleming College** to provide the **City** with any reports on Program/Participant progress required to meet its reporting requirements.

THIS AMENDING AGREEMENT as effective as of June 15, 2021.

BETWEEN: THE SIR SANDFORD FLEMING COLLEGE OF APPLIED ARTS  
AND TECHNOLOGY, a post-secondary educational institution  
incorporated under the laws of the **Province** of Ontario  
(Hereinafter referred to as "**Fleming College**").

- and -

The Corporation of the **City** of Kawartha Lakes, a municipality  
incorporated under the laws of the **Province** of Ontario (Hereinafter  
referred to as the "**City**")

The **City** and **Fleming College** entered into an agreement, effective as of January 11,  
2021, to carry out the Project under the "SkillsAdvance Ontario" (**SAO**) ("the  
**Agreement**").

The **City** and **Fleming College** agree to amend the Agreement as follows:

1. This **SAO** will expand to include the Construction sector.
2. Schedule "A" of the **Agreement** is amended by deleting the following:  
This **Agreement** shall be effective on January 11, 2021, ending on March  
31, 2021 unless terminated in writing by either **Party** on the giving of  
notice.

And replacing it with:

This Agreement shall be effective on January 11, 2021, ending on March  
31, 2022 unless terminated in writing by either **Party** on the giving of  
notice.

3. Schedule "B" of the Agreement is amended by deleting the following:  
**Parties** agree to a Participant Enrolment Target of a total of 94  
participants through the **Job Seeker** and **Incumbent** program at Fleming  
College.

And replacing it with:

**Parties** acknowledge from January 11, 2021 to March 31, 2021 the **SAO**  
achieved a **Participant** Intake of 58 participants, trained through the **Job**  
**Seeker** and **Incumbent Worker** program at **Fleming College**. **Parties**  
agree to a Participant Intake target of 105 **Participants** from April 1, 2021  
to March 31, 2022 trained through the **Job Seeker** and **Incumbent**  
**Worker** program at **Fleming College**.

4. Schedule "C" is deleted and replaced with the attached Schedule "C".
5. Schedule "D" is deleted and replaced with the attached Schedule "D".



The **City** and **Fleming College** have executed this Amending Agreement on the dates set out below.

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

\_\_\_\_\_  
Name: Andy Letham  
Title: Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Cathie Ritchie  
Title: Clerk

\_\_\_\_\_  
Date

"We have authority to bind the corporation pursuant to Council Resolution

\_\_\_\_\_."

THE SIR SANDFORD FLEMING COLLEGE OF APPLIED ARTS AND TECHNOLOGY

\_\_\_\_\_  
Name: Linda Poirier  
Title: Vice President, Academic Experience

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Mark Morden  
Title: Manager, Reporting & Accounting

\_\_\_\_\_  
Date

We have authority to bind the **Fleming College**.

## SCHEDULE 'C' – SAO PROJECT FUNDS

### Fleming College Program Funding:

- i. **Fleming College** will receive up to \$532,450 from The **City** to deliver the services outlined in this agreement.
- ii. The **Parties** use of Funds is also subject to the following limits:
  - a. In situations of co-location of the **SAO** with other programs and services, funds must only be used to cover costs directly related to the delivery of the **SAO**; this must be managed by applying Project Accounting principles;
  - b. The **Parties** agree that **Fleming College** will not transfer funds between the budget line items (as set out in this Schedule) where the cumulative amount transferred exceeds 15% of the impacted budget line item unless it obtains the prior written consent of the **City**.
- iii. The **Parties should not anticipate** additional funds.

### 1. OPERATING FUNDS

Operating Funds are Funds used for direct expenditures related to the day-to-day direct delivery of the **SAO** Program as agreed to with The **City**. Costs related to the provision of the **SAO** Program that can be claimed against Operating Funds include:

- a) Staff and management salaries directly associated with the delivery of the Program;
- b) Hiring and training of staff (including professional development);
- c) Sector-focused recruitment;

- d) Employment service delivery ("soft skills training");
- e) Essential and technical skills training ("hard skills training");
- f) Other direct operating expenditures related to delivery of the Program; and
- g) Administrative costs (as described below, up to a maximum of 15% of the Operating Funds)

1.1 **Fleming College** will not use Operating Funds for:

- a) Termination, severance costs and bonuses; or
- b) Major capital expenditures, such as the purchase or construction of facilities.

### **Fleming College Operating Funds:**

**2020 -2021**

i.	Staff and management salaries directly associated with the delivery of the Program (including program coordination, support for participants while being trained and program documentation)	\$13,224
ii.	Staff hiring and training (including professional development)	\$ 0
ii.	Funding of Programs undertaken by the <b>Fleming College</b> including the distribution of funds to relevant partners (e.g. for curriculum development, training, etc.)	\$14,843

iv.	Sector-Focused Employment Services (“Soft Skills Training”)		\$ 0
v.	Essential and technical skills training (“hard skills training”)	Job Seeker	\$10,957
		Incumbent	\$26,408
vi.	Administrative Costs (including general and administrative supports)		\$10,873
vii.	Other direct operating expenditures related to the delivery of the pilot/program. (including curriculum development, textbook, software and other required materials, and lease of computers from <b>Fleming College</b> specifically for <b>SAO</b> program delivery. I.e. Tool Trainers)		\$6,896
MAXIMUM SITE BUDGET			\$83,201

### Fleming College Operating Funds:

**2021 -2022**

Operating funds		2021 – 2022 Budget
i.	Staff and management salaries directly associated with the delivery of the Program (including program coordination, support for participants while being trained and program documentation)	\$74,456
ii.	Staff hiring and training (including professional development)	\$0

iii.	Funding of Programs undertaken by the <b>Fleming College</b> including the distribution of funds to relevant partners (e.g. for curriculum development, training, etc.)	\$2,595
iv.	Sector-Focused Employment Services (“Soft Skills Training”)	\$72,000
v.	Essential and technical skills training (“hard skills training”)	\$72,715
vi.	Administrative Costs	\$68,995
vii.	Other direct operating expenditures related to the delivery of the pilot/program. (including curriculum development, textbook, software and other required materials, and lease of computers from <b>Fleming College</b> specifically for <b>SAO</b> program delivery. I.e. Tool Trainers)	\$158,488
<b>MAXIMUM SITE BUDGET</b>		<b>\$449,249</b>

## 2. ADMINISTRATION COSTS

**Fleming College** is able to attribute no more than 15% of Operating Funds for administration costs. Administration costs are indirect expenditures necessary for operating an organization but not directly associated with the delivery of the Program. For example, a portion of the salaries/benefits of the Executive Director, IT, and/or financial staff that work for the entire organization but may spend a portion of their time dedicated to administrative functions that support the Program may be claimed as Administration Costs

## 3. PAYMENT SCHEDULE

Payments will be issued to **Fleming College** by The **City** within 30 days of the date

of the invoice submitted by **Fleming College** with the Estimate of Expenditure Reports outlined in Schedule D for the project activities as specified in this **Agreement** and set out in the invoice.

## Schedule "D"- REPORTING

### 1. Program Reporting

**Fleming College** agrees to provide regular reports to The **City** that will assist in the final preparation of the **Province** mandated financial reports as outlined in Reporting Schedule below. The **City** will, in turn, provide consolidated progress reports to **Fleming College**.

### 2. Financial Reporting Schedule

#### Estimate of Expenditure Report (EER)

##### **2020 - 2021**

Report 4 for the period April 1, 2020 to December 31, 2020

Due Date: January 11, 2021

Report 5 for the period April 1, 2020 to March 31, 2021

Due Date: April 1, 2021

##### **2021 – 2022**

Report 1 for April 1, 2021 to August 31, 2021

Due Date: September 7, 2021

Report 2 for April 1, 2021 to September 30, 2021

Due Date: October 12, 2021

Report 3 for April 1, 2021 to November 30, 2021

Due Date: December 6, 2021

Report 4 for April 1, 2021 to December 31, 2021

Due Date: January 10, 2022

Report 5 for April 1, 2021 to March 31, 2022

Due Date: April 1, 2022

**Statement of Revenue and Expenditure Report (SRER)**

2021 – 2020

For the period April 1, 2020 to March 31, 2021

Due Date: May 28, 2021

2021 - 2022

For the period April 1, 2021 to March 31, 2022

Due Date: June 1, 2022

**Auditor's Report, if applicable**

For the period March 30, 2020 to March 31, 2022

Due Date: May 27, 2022



## Council Report

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<b>Report Number:</b>	ED2021-022
<b>Meeting Date:</b>	June 15, 2021
<b>Title:</b>	<b>Rural Economic Development Program Budget Update</b>
<b>Description:</b>	An update on the RED Grant Application for a Business and Workforce Attraction campaign and request to increase the budget from \$100,000 to \$145,000
<b>Author and Title:</b>	Rebecca Mustard, Manager of Economic Development

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### Recommendations:

**That** Report ED2021-022, **Rural Economic Development Program Budget Update**, be received;

**That** the Rural Economic Development application, Business and Workforce Attraction, project budget be increased for a total project cost of \$145,000 with the City's 50% contribution coming from the Economic Development 2021 and 2022 operating budgets; and,

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

**(Acting) Department Head:** \_\_\_\_\_

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

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

## **Background:**

At the Council Meeting of January 28, 2021, Council adopted the following resolution:

CR2021-021

**That** Report ED2021-007, **Rural Economic Development Program Application Request**, be received;

**That** the project Business and Workforce Attraction be approved for an application to the Ontario Rural Economic Development Program with a total project cost of up to \$100,000 with the City's 50% contribution coming from the Economic Development operating 2021 and 2022 operating budgets; and

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

Carried

This report is to request an increase the project budget from \$100,000 to \$145,000.

## **Rationale:**

The Ontario Rural Economic Development (RED) program is a cost-share fund to support strong rural communities in Ontario. In Kawartha Lakes, the fund has been used to support a number of projects including downtown revitalization initiatives. The RED program funds up to 50% of eligible project costs.

In January, 2021, Staff brought a report to Council requesting approval to submit a funding application to the RED program for a business and workforce attraction project. The project proposed leveraging operating budgets in 2021 and 2022 to enhance execution of economic development programming and marketing.

As the funding application was further developed following the Council resolution, Staff found additional alignments within program plans and budgets that would facilitate an increase in the project budget from \$100,00 to \$145,000 (50% from the Economic Development operating budgets in 2021 and 2022). The increased project budget would further leverage provincial funding to extend the impact of this project.

Under the City's signing authority, grant applications that propose to commit operating dollars in future years requires the approval of Council:

2016-009 A By-Law to Provide Authority for the Execution of Certain Documents and Affix the Corporate Seal on Behalf of the City of Kawartha Lakes:

3.01 (d): Application forms for grant funding where any municipal funding is included in the current budget or is part of the normal operations of a department where a budget has not yet been approved or it is 100% funded from external sources.

As this proposed project extends into 2022, with expenditures from the 2022 operating budget, Council approval is required.

### **Other Alternatives Considered:**

The Business and Workforce Attraction project could be delivered within the \$100,000 budget, however, as the Rural Economic Development fund is a 50% contribution from the Province, the purchasing power of the Economic Development program budget is better leveraged using funding.

### **Alignment to Strategic Priorities**

The request for additional funding implements the 2020-2023 Kawartha Lakes Strategic Plan:

- A Vibrant and Growing Economy
- Good Government

Specifically, this increases efficiency and effectiveness of service delivery by leveraging funding.

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

The Rural Economic Development program requires matching contributions. The City's contribution will be made within the approved Economic Development operating budget for 2021. The 2021 operating funds were already in the Economic Development budget for business attraction marketing projects. A successful application to the fund will expand the scope and impact of the work planned for 2021.

The request of this report is to commit up to \$50,000 in municipal operating funds in the 2022 budget for a total project cost of \$145,000. The total City contribution to the project is \$72,500.

### **Consultations:**

none

### **Attachments:**

None

**(Acting) Department Head email: [rholy@kawarthalakes.ca](mailto:rholy@kawarthalakes.ca)**

**(Acting) Department Head: Richard Holy**



## Council Report

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<b>Report Number:</b>	<b>ED2021-028</b>
<b>Meeting Date:</b>	June 15, 2021
<b>Title:</b>	<b>Extension of the CCFTF Terms of Reference</b>
<b>Description:</b>	This report is to extend the term and members of the Cultural Centre Feasibility Task Force to June 30, 2022
<b>Author and Title:</b>	Donna Goodwin, EDO Arts & Culture

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### Recommendation:

**That** Report ED2021-028, **Extension of the CCFTF Terms of Reference**, be received;

**That** Council endorse the extension of the Cultural Centre Feasibility Task Force to June 30, 2022; and

**That** Council extend the appointments of the current Cultural Centre Feasibility Task Force members to June 30, 2022:

Barbara Doyle, Community Member at Large  
Beverly Jeeves, Kawartha Lakes Culture and Heritage Network  
Dianne Lister, Creative Economy representative  
Patrick Murphy, Community Member at Large  
Susan Taylor, Kawartha Lakes Arts Council  
Councillor Tracy Richardson  
Councillor Kathleen Seymour-Fagan

**(Acting) Department Head:** \_\_\_\_\_

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

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

## **Background:**

At the January 28, 2020 Council meeting the following resolution was adopted:

CW2020-011

**That** Report ED2020-002, **Kawartha Lakes Cultural Centre Task Force**, be received; and

**That** the Terms of Reference for the **Kawartha Lakes Cultural Centre Task Force** in the form of Appendix A to report ED2020-002 be approved and adopted by Council.

### **Carried**

On September 15, 2020 Council approved the deferral of the Cultural Centre Task Force:

**That** Report ED2020-019, **Kawartha Lakes Cultural Centre Task Force**, be received;

**That** the request for deferral received from the Kawartha Lakes Arts Council and the Kawartha Cultural and Heritage Network of the **Kawartha Lakes Cultural Centre Task Force** and the 2020 Cultural Centre Feasibility study be granted;

**That** the \$50,000 budgeted for the project be extended to reflect the new timeframe; and

**That** the Term of the Task Force be extended one year to March 31, 2022.

At the inaugural Cultural Centre Feasibility Task Force Meeting of April 7, 2021, the Task Force adopted the following resolution:

### **CCFTF2021-02**

Moved By D. Lister

Seconded By B. Jeeves

**That** the Cultural Centre Feasibility Task Force recommends to Council to extend the Terms of Reference until June 30, 2022 to coincide with the budget.

### **Carried**

This report addresses the direction from the Cultural Centre Feasibility Task Force to extend their term to be able to match the time allotted for the budget to be spent.

## **Rationale:**

The Cultural Centre Feasibility Task Force had its first meeting on April 7, 2021. At that time, staff supporting the Task Force reviewed the revised Terms of Reference, originally established by Council resolution on January 28, 2020.

The Task Force feels that given the change of working arrangements and the continuous adjustments to project plans due to COVID-19, it needed to take the full extent of time to spend the budget, which is June 30, 2022. Therefore, the extension of the Terms of Reference to June 30, 2022 would ensure that the time needed to shepherd the project to completion would be secured.

Council approval is required to change, modify, or extend the Terms of Reference of a municipal Task Force.

## **Other Alternatives Considered:**

If Council decides not to extend the Terms of Reference, the scope of the project will need to be revised to fit within the original timeframe. This would limit the original intent of the project. This alternative is not recommended

## **Alignment to Strategic Priorities**

For reference the four strategic priorities within the 2020-2023 Kawartha Lakes Strategic Plan are:

- An Exceptional Quality of Life:
- Community Building
  - Update and execute the Cultural Master Plan
  - Support and promote arts, culture and heritage

## **Financial/Operation Impacts:**

There are no financial/operational impacts with the extension of the Terms of Reference and Task Force appointments.

## **Consultations:**

Director of Development Services  
Director of Corporate Services  
Clerks Department

## **Attachments:**

Appendix A –Revised Terms of Reference



ED2021-028RevisedT  
ermsofReference.docx

**(Acting) Department Head email:** [rholy@kawarthalakes.ca](mailto:rholy@kawarthalakes.ca)

**(Acting) Department Head:** Richard Holy



## **Revised Terms of Reference**

**Name: Kawartha Lakes Cultural Centre Feasibility Task Force**

Date Established by Council: January 28, 2020

Task Force Completion/Reporting Date: June 30, 2022 (revised)

### **Mission:**

The Kawartha Lakes Cultural Centre Feasibility Task Force is established to provide advice and recommendations to Council and Staff to:

- Participate in the RFP process(es)
- Assess the proposed model(s) of a Cultural Centre/hub
- Recommendations for a proposed site(s) following up on the City's Core Services review
- Recommendations for associated capital and operating model(s)
- Review and recommend potential funding sources
- Recommend potential governance models

### **Roles and Responsibilities:**

It is the responsibility of all appointed members to comply with:

- the City Code of Conduct for Task Force Members
- the City Procedural By-law
- Other applicable City by-laws and policies
- Municipal Act
- Municipal Freedom of Information and Protection of Privacy Act
- Municipal Conflict of Interest Act

No individual member or the Task Force as a whole has the authority to make direct representations of the City to Federal or Provincial Governments.

Appendix "A"  
to  
Report ED2021-028

Members shall abide by the rules outlined within the Municipal Conflict of Interest Act and shall disclose any pecuniary interest to the Secretary and absent himself or herself from meetings for the duration of the discussion and voting (if any) with respect to that matter.

The Task Force will abide by any terms and conditions which may be set out by the City's Council, CAO, City Clerk, City Solicitor, Auditor and/or Insurer for any activities relating to Task Force business in keeping with the Task Force's Terms of Reference and established Policies.

**Activities:**

The following represent the general activities of the Task Force:

- a) Representatives (up to 3) from the Task Force, inclusive of the Chair and Vice Chair, will sit on the hiring committee with Staff to select the qualified Consultant.
- b) Will provide information, contacts, suggestions to ensure a fulsome stakeholder and public consultation to gather information related to the tasks as outlined in the RFP.
- c) Provide written feedback to the recommendations related to the tasks as outlined in the RFP.
- d) To make recommendations to Council and Staff on the study recommendations received from the consultant(s) at the end of the project.
- e) To make recommendations to Council and Staff on strategy, policies and various issues to achieve Council's strategic priorities relating to the Task Force's established scope of work as defined in the Terms of Reference.

**Composition:**

The Task Force shall be comprised of a maximum of 7 members consisting of up to 5 members of the public.

Composite of members is, where possible:

One representative from Kawartha Lake Arts Council;

One representative of Culture & Heritage Network;

One representative of the “Creative Economy”; and,

Two representatives of the public at large.

Two Council representative(s) all of whom will have full authority to debate and vote.

The Task Force shall consist of a minimum of 5 members. Task Force members will be appointed by Council in accordance with established policy.

All appointed voting members may be represented at meetings by a designated alternate (if applicable). A designated alternate must be formally designated by an appointed member in writing to the Task Force to represent them. Designated alternates must be approved by the Task Force and are subject to all of the requirements and criteria set out in the Terms of Reference.

#### **Appointment of Officers:**

The Task Force shall, at its first meeting, elect from its membership a Chair, and Vice-Chair. It is acknowledged that there are no per diems for any Task Force positions and it is acknowledged that none of the above positions shall be paid for their services. All Task Force members are considered volunteer positions.

#### **Term of Appointment:**

Task Force members will be appointed for a term ending upon final recommendation to Council/Staff and prior to December 31, 2020. Any extension to this Term shall be recommended to Council via the liaison department through a report to Council prior to the expiration date with the final decision being that of Council.

#### **Resources:**

The Development Services Department will provide support in the form of advice, day-to-day liaison with the City and information sharing.

A member of staff shall be designated as Recording Secretary by the liaison department. The Recording Secretary shall prepare and publish

agendas; attend all formal business Task Force Meetings for the purpose of taking Minutes; and prepare and publish minutes in an accessible format acceptable to the City Clerk's Office.

The Recording Secretary shall ensure that a current Terms of Reference for the Task Force has been provided to the City Clerk's Office and is posted on the City website.

**Timing of Meetings:**

Meetings will be held on a set day and time as may be determined by the Task Force or at the call of the Chair.

**Location of Meetings:**

The location of the meetings will be set by the Task Force and must be held in an accessible City facility.

**Meetings:**

The Task Force shall hold a minimum of 3 meetings during their term. The Chair, through the liaison department, shall cause notice of the meetings, including the agenda for the meetings, to be provided to members of the Task Force and posted to the City website a minimum of three (3) business days prior to the date of each meeting through the Recording Secretary. Quorum for meetings shall consist of a majority of the members of the Task Force. No meeting shall proceed without quorum.

At the first meeting of the Task Force, an Orientation Session shall be held for members.

Working meetings throughout the term to advance the efforts of the work plan shall be held at the call of the Chair with the Chair providing notice of the working meetings to all members of the Task Force a minimum of three (3) business days prior to the date of each meeting through the Recording Secretary. No formal minutes are required to be taken at working meetings; however, notes shall be taken.

**Procedures:**

Procedures for the formal business meetings of the Task Force shall be governed by the City's Procedural By-law and Legislation or, where both of these are silent, by Robert's Rules of Order.

**Closed Meetings:**

The Task Force shall not be permitted to hold Closed Meetings.

**Agendas and Minutes:**

A copy of the Agenda shall be provided to the City Clerk's office at the same time it is provided to Task Force Members. The City Clerk's office will distribute the agenda to Council members as per established procedures.

Minutes of all formal business meetings and notes from working meetings of the Task Force shall be forwarded to the liaison department, and to the City Clerk's Office, not later than two weeks after the meeting. Action items requested of staff and/or Council will be brought to the attention of the Development Services Department at that time. The City Clerk's Office will electronically circulate the formal business meeting minutes to all members of Council for their information. The City Clerk's Office will maintain a set of printed minutes on file for public review.

The Recording Secretary shall ensure that all Task Force Agendas and Minutes are posted to the City website at the same times as they are circulated to the City Clerk's Office.

**Reports:**

The Task Force recommendations shall be brought forward to Council via the liaison department through a report to Council.

It will be the responsibility of the Task Force Chair to provide a memo to the liaison department identifying the Task Force recommendations for final preparation of the report.

**Purchasing Policy:**

Up to three (3) members of this Task Force, inclusive of the Chair and Vice Chair, will participate in the Request for Proposal (RFP) hiring committee following the City's Purchasing Policy.

**Insurance:**

The City of Kawartha Lakes' General Liability Policy and Errors and Omissions Liability Policy will extend to this Task Force and its members.

The applicable insurance policies extend to Task Force members while in the performance of his/her duties and to those activities authorized by the City of Kawartha Lakes and Council. Members must adhere to the policies and procedures of the City of Kawartha Lakes and Council, including the Terms of Reference.

The Task Force must provide, via the liaison department an annual updated listing of all members, including member positions, to the City of Kawartha Lakes to ensure the applicable insurance coverage remains in force.

Task Force members are not entitled to any benefits normally provided by the Corporation of the City of Kawartha Lakes, including those provided by the Workplace Safety and Insurance Board of Ontario ("WSIB") and are responsible for their own medical, disability or health insurance coverage.

### **Expulsion of Member:**

Any member of the Task Force who misses three consecutive formal business meetings, without being excused by the Task Force, may be removed from the Task Force in accordance with adopted policy.

Any member of the Task Force may be removed from the Task Force at the discretion of Council for reasons including, but not limited to, the member being in contravention of the Municipal Act, the Municipal Freedom of Information and Protection of Privacy Act, the Provincial Offences Act, The Municipal Conflict of Interest Act or the Code of Conduct for Task Force Members; disrupting the work of the Task Force; or other legal issues. The process for expulsion of a Task Force member is outlined in the City's **Council Committee, Board and Task Force Policy**.

### **Terms of Reference:**

The Recording Secretary shall ensure that a current Terms of Reference for the Task Force has been provided to the City Clerk's Office and is posted on the City website.

Any responsibilities not clearly identified within these Terms of Reference shall be the responsibility of the City of Kawartha Lakes. Council may, at its discretion, change the Terms of Reference for this Task Force at any

time. Any changes proposed to these Terms of Reference by the Task Force shall be recommended to Council via the liaison department through a report to Council.

**At the discretion of Council the Task Force may be dissolved by resolution of Council.**

## Council Report

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**Report Number:** ENG2021-013  
**Meeting Date:** June 15, 2021  
**Title:** Request for sidewalk on Commerce Road Lindsay  
**Description:** Capital works request  
**Author and Title:** Michael Farquhar Supervisor Technical Services ,  
Engineering and Corporate Assets

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### Recommendation(s):

That ReportENG2021-013, **Request for sidewalk on Commerce Road Lindsay**, be received;

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

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

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



## **Background:**

At the Council Meeting of November 17, 2020, Council adopted the following resolution:

CW2020-158

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

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

**Carried**

This report is in response to the above Council resolution.

Commerce Road is considered a local road under the Lindsay Official Plan transportation schedule, as well, it is classified as a local road under the City of Kawartha Lakes transportation master plan. Commerce Road was constructed in 1986 as an industrial-commercial park and was constructed to a semi-urban cross section which did not include sidewalks. The road originally terminated as a cul-de-sac. Commerce Road now extends from Kent Street, through the industrial-commercial area, and into phase 4 of Cloverlea subdivision (as seen in Image 1). As part of the subdivision agreement, Commerce Road was extended into this phase of the subdivision for traffic flow purposes based on public comments received. As part of that extension, the developer was responsible for installing sidewalks on Commerce Road to the point of where it stops on the east side of Commerce Road (96 meters north of the intersection with Silverbrook Avenue, as seen in Image 1 and Appendix B).

Image1: Aerial image of Commerce road and Cloverlea Phase 4 subdivision



## **Rationale:**

As outlined in the November 3, 2020 Committee of the Whole deputation by residents of the Cloverlea subdivision, residents are utilizing the provided 1.5-meter-wide sidewalk on Commerce Road from the subdivision to where it terminates near Nix Tires (commercial garage), and then walking along the road in order to access commercial amenities along Commerce Road, as well as, to access the Lindsay Square Mall. Having a completed connection of sidewalk from the subdivision to either Kent Street or an access point to the commercial mall would be in keeping with the City of Kawartha Lakes strategic priorities, as well as, policies within the Town of Lindsay Official Plan and Lindsay Secondary Plan (currently under appeal). Council could look at different options when considering this sidewalk connection of Commerce Road.

### **Option 1: Status quo**

Council could consider not making the connection of the sidewalk installed through development to an access point to the commercial mall or Kent Street. In this option, pedestrians would have to leave the existing sidewalk on Commerce Road and walk along Commerce Road to a point of destination. As the termination point of the existing sidewalk on Commerce Road is not accessible, and as more pedestrians begin to utilize this route to walk to the commercial area, staff do not recommend this option.

### **Option 2: Extension of existing sidewalk on Commerce Road to Commerce Place**

Option 2 would be to extend a 1.5-meter concrete sidewalk from the existing location on Commerce Road to the intersection of Commerce Place along the east and north side boulevards of Commerce Road, as seen in Appendix C. This would allow access from the Cloverlea Subdivision to an access point to the commercial mall, as well as, allow for an accessible demarcation point to cross Commerce Road to access commercial amenities along Commerce Place road. The length of sidewalk extension is estimated at 360 meters at a cost of approximately \$66,000.

### **Option 3: Extension of existing sidewalk on Commerce Road to Kent Street.**

Option 3 would be the extension of a 1.5-meter concrete sidewalk from its existing location on Commerce Road along the eastern and northern boulevards to a point where it would terminate on the eastern side of Commerce Road. The sidewalk would commence again on the western side at #15 Commerce Road and then connect to Kent Street, as shown in Appendix D. The reason for crossing the sidewalk over from the east boulevard on Commerce Road to the west side is to avoid the existing ditch as seen in Appendix B images. This section of sidewalk would be approximately 792 meters in length at a cost of approximately \$146,000.

### **Other Alternatives Considered:**

No other alternatives were considered then what was described above.

### **Alignment to Strategic Priorities**

The report complies with the following City strategic priorities below by creating a pedestrian connection for accessing commercial amenities through active transportation.

1. Healthy Environment
2. An Exceptional Quality of Life
3. A Vibrant and Growing Economy
4. Good Government

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

If Council chooses to recommend for consideration for a capital budget decision unit, the following options would have the associated capital cost impact:

Option 2: \$66,000

Option 3: \$146,000

In addition to the Capital cost, if Council chooses to recommend one of the options for Capital budget consideration and if approved and implemented Public Works would then also have a maintenance cost associated with maintaining a new segment of sidewalk.

## **Consultations:**

Public Works

## **Attachments:**



Appendix A



Appendix B  
Commerce Road locCommerce Road ima



Appendix C Option  
2.pdf

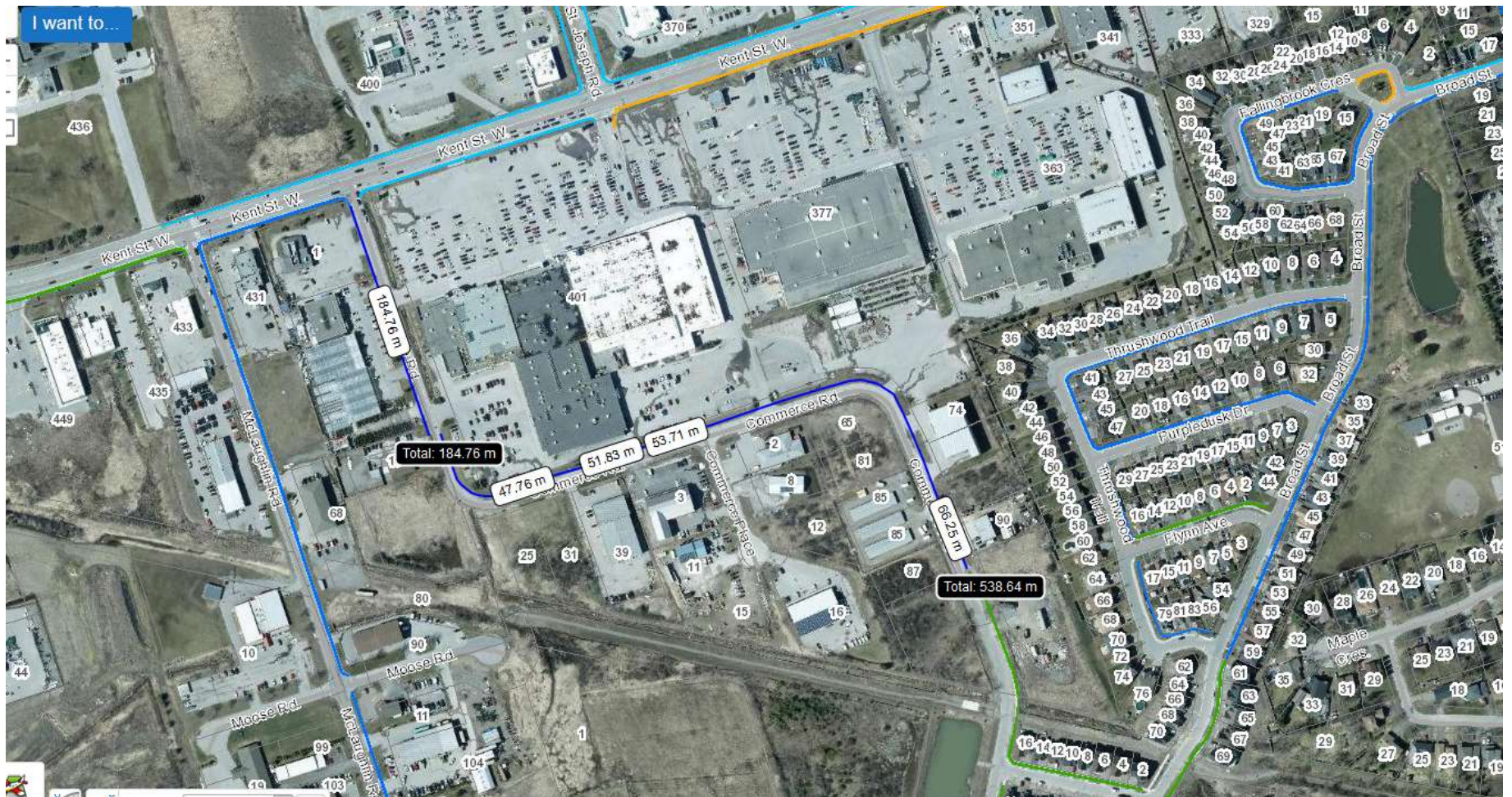


Appendix D Option  
3.pdf

**Department Head email:**[Jrojas@kawarthalakes.ca](mailto:Jrojas@kawarthalakes.ca)

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







1 Commerce Rd  
Kawartha Lakes, Ontario  
[View on Google Maps](#)



9 Commerce Rd  
Kawartha Lakes, Ontario  
[View on Google Maps](#)





















- Legend
-  Property Roll Number
  -  Road Centreline (2016 Needs)

Notes

Option 3 , 792 meter sidewalk section on Commerce road from Kent St to existing sidewalk .

## Council Report

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**Report Number:** ENG2021-014  
**Meeting Date:** June 15, 2021  
**Title:** Low Volume Gravel Roads  
**Description:** Capital works request  
**Author and Title:** Michael Farquhar Supervisor Technical Services ,  
Engineering and Corporate Assets

---

### Recommendation(s):

**That** Report ENG2021-014, **Low Volume Gravel Roads**, be received;

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

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

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

## **Background:**

At the Special Council meeting on December 1, 2020, Council adopted the following resolution:

CR2020-397

Moved By Councillor Elmslie

Seconded By Councillor Yeo

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

**Carried**

This report addresses that direction from Council. As part of the background information for this report, previous report information on this subject will be referenced to provide context for gravel road inventory size and costs associated with upgrading of gravel roads to a hard topped surface.

In the previous reports shown below, staff have brought forward this information based on the following Council resolutions.

At the Council Meeting of October 24, 2017, Council adopted the following resolution:

### **CR2017-933**

**RESOLVED THAT** staff be directed to investigate costing and service implications of revising the traffic volume threshold to warrant hard-topping of gravel roads from an Annual Average Daily Traffic (AADT) level of 400 to an AADT of both 200 or 300 with a report back to Council by end of Q2 2018.

**CARRIED**

In accordance with this direction, staff brought forward Council Report EA2018-014, attached hereto as Appendix A, on June 19, 2018. The report outlines the cost implications of paving gravel road sections with AADT of 200 or more. The report determined the financial benefit, in the form of reduced operating costs, was outweighed by the increased capital cost associated with paving these gravel road sections.

At the Council Meeting of June 19, 2018, Council adopted the following resolutions:

**CR2018-401**

**That** Report EA2018-014, **Implications of Lowering the Traffic Volume Threshold for the Paving of Gravel Roads**, be received.

**CARRIED**

**CR2018-402**

**That** Report EA2018-014, **Implications of Lowering the Traffic Volume Threshold for the Paving of Gravel Roads**, be referred back to staff to the 2019 budget for consideration and staff be directed to develop the criteria for hard surfacing roads on a go forward basis and to include future possible funding options.

**CARRIED**

During the formation of the 2019 Tax-Supported Capital Budget, staff addressed this direction by reconsidering the criteria and funding options for upgrading gravel roads to a paved surface. Through this exercise, staff again reasoned to not lower the 400 AADT threshold given the findings of Report EA2018-014 and that the paving of gravel roads is not accommodated within the 5-Year Roads Capital Plan, the Asset Management Plan or the Long-Term Financial Plan. The adopted 2019 Tax-Supported Capital Budget did not have projects within it for upgrading of gravel roads.

**Rationale:**

Through the context of Council resolution **CR2020-397** this report will review low volume gravel roads in built up areas around towns, villages, hamlets and built up lakefront communities as well as gravel road segments provided by Public Works that are a maintenance draw issue, due to distance away from other gravel roads. This report will provide lengths of these road segments and costs for upgrading them to hard topped roads. It is the intent of this report to provide information on this subject to Council for discussion purposes. If there are any unintentional omissions, these can be identified and addressed based on any further direction by Council.

Within the City of Kawartha Lakes there is a gravel road inventory of approximately 895 kms of gravel road, as shown on Appendix B. Within that network there is approximately 63 kms of gravel roads consider to be in towns, villages, hamlets, or built

up lakefront communities as shown in Appendix C . These gravel road segments are reflected in Appendix D which breaks down the gravel road section into location, length. Estimated AADT volume (annual average daily traffic) and cost to upgrade to a hard topped road section. The estimated cost is based on an averaged per km cost to resurface these roads with a Hi-Float surface as well as preparation for this type of road surface. This total cost as estimated in appendix D is \$6,306,780.

### **Other Alternatives Considered:**

At this time the information provided in this report is only done for discussion purposes for Council. Based on Council review of the information a refined review of individual road segments can be done.

### **Alignment to Strategic Priorities**

This report aligns with the below strategic priorities of the City

1. Good Government

As this report responds back to Council with information to help make decisions on service levels on low volume roads.

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

As stated this report is only to provide information for discussion based on the resolution in the background of the report , based on the discussion through this report with Council and any additional direction a further in depth analysis can be done on the financial impact but as stated in report ENG2018-014 as attached in appendix A , any upgrading of the gravel road network would have an effect on the City's capital budget forecasting and asset management plan

### **Consultations:**

Public Works



## Attachments:



Appendix A Report  
ENG2018-014.pdf



Appendix B CKL  
Gravel Roads Map.p



Appendix C  
individual mapped l



Appendix D Chart  
of Low volume grav

**Department Head email: [Jrojas@kawarthalakes.ca](mailto:Jrojas@kawarthalakes.ca)**

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

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

## **Council Report**

**Report Number EA2018-014**

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**Date:** June 19<sup>th</sup>, 2018

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

**Place:** Council Chambers

---

**Ward Community Identifier:** All Wards

**Title:** Implications of Lowering the Traffic Volume Threshold for the Paving of Gravel Roads

**Description:** This report reviews the estimated servicing and financial implications of lowering the traffic volume threshold for the paving of gravel roads.

**Author and Title:** Adam Found, Manager of Corporate Assets

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

**That Report EA2018-014, Implications of Lowering the Traffic Volume Threshold for the Paving of Gravel Roads, be received.**

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

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

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

## **Background:**

At the Council Meeting of October 24<sup>th</sup>, 2017, Council adopted the following resolution:

### **CR2017-933**

**Moved By** Councillor Strangway

**Seconded By** Councillor Elmslie

**RESOLVED THAT** staff be directed to investigate costing and service implications of revising the traffic volume threshold to warrant hard-topping of gravel roads from an annual average daily traffic (AADT) level of 400 to an AADT of both 200 or 300 with a report back to Council by end of Q2 2018.

**CARRIED**

This report addresses that direction.

The implications of lowering the gravel-to-hardtop threshold of 400 AADT (measured in vehicles per day) was previously examined by staff in 2013 through Council report PW2013-015, attached hereto as Appendix A. Based on that examination and budgetary constraints, the report did not recommend lowering the threshold. Through CR2017-933, Council has directed staff to revisit this matter and bring forward the present report to Council.

## **Rationale:**

According to the 2016 Roads Needs Study, the City has an inventory of approximately 895Km of assumed gravel road, of which an estimated 52Km have AADT of 200 or larger. The inventory of gravel roads making up this latter figure is summarized in Appendix B attached hereto. In terms of the service level categories underlying the 10-Year Gravel Resurfacing Plan, this inventory is distributed as follows:

1. 200 ≤ AADT < 300: 40.85Km
2. 300 ≤ AADT < 400: 9.20Km
3. 400 ≤ AADT: 1.76Km

Hereinafter, this inventory is referred to as “high-volume gravel roads”. Due to general growth in traffic volume, the quantity of high-volume gravel roads has increased by about 4.0Km between 2011 and 2016. Also owing to such growth, about 1.76Km of gravel road now surpasses the 400 AADT warrant threshold for paving. Still, high-volume gravel roads represent less than 6% of the total of 895Km of gravel road assumed by the City.

For the purpose of this report, the term “paving” refers to the upgrading a gravel road to a hardtop surface through the application of surface treatment (aka tar and chip). As discussed at length in Report PW2013-015, a natural tradeoff exists respecting the paving of a gravel road. On the one hand paving provides for an enhanced service level and decreased operating costs, while on the other it entails increased lifecycle (capital + operating) costs primarily due to the relatively large upfront capital investment required.

While operational efficiencies arise from the paving of a gravel road, this benefit, at current lifecycle cost trends and service levels, is more than offset by the increased capital costs associated with surface treatment. This holds even in the case of high-volume gravel roads, which are on an enhanced gravel resurfacing cycle (5-8 years instead of the standard 10 years).

Hence, the increased service level conferred by paving a gravel road must be weighed against the associated increased lifecycle cost. At the centre of this report is the 400 AADT mark the City has fixed for the purpose of this weighing of benefits and costs. That is, a gravel road is considered a candidate for paving once its traffic volume reaches at least 400 AADT.

Table 1: Projected Lifecycle Costs for High-Volume Gravel Roads Over 15 Years if Left Unpaved (2019\$)							
Traffic Volume Range	Length (Km)	Capital	Operating				Total
		Gravel Resurfacing	Calcium Chloride	Grading	Winter Control	Other Maintenance	
200 ≤ AADT < 300	40.850	1,413,640	964,994	793,557	2,360,921	2,368,389	7,901,501
300 ≤ AADT < 400	9.201	447,135	217,356	178,742	531,777	533,459	1,908,469
400 ≤ AADT	1.758	90,675	41,529	34,152	101,605	101,926	369,886
<b>Total</b>	<b>51.809</b>	<b>1,951,450</b>	<b>1,223,879</b>	<b>1,006,451</b>	<b>2,994,302</b>	<b>3,003,774</b>	<b>10,179,856</b>

Table 2: Projected Lifecycle Costs for High-Volume Gravel Roads Over 15 Years if Paved in 2019 (2019\$)							
Traffic Volume Range	Length (Km)	Capital			Operating		Total
		Double Surface Treatment	Single Surface Treatment	Pulverization	Winter Control	Other Maintenance	
200 ≤ AADT < 300	40.850	3,952,374	902,454	306,494	2,360,921	2,157,764	9,680,008
300 ≤ AADT < 400	9.201	890,238	203,270	69,035	531,777	486,018	2,180,337
400 ≤ AADT	1.758	170,094	38,838	13,190	101,605	92,862	416,589
<b>Total</b>	<b>51.809</b>	<b>5,012,706</b>	<b>1,144,562</b>	<b>388,719</b>	<b>2,994,302</b>	<b>2,736,643</b>	<b>12,276,933</b>

Table 3: Projected Incremental Lifecycle Costs Over 15 Years if High-Volume Gravel Roads are Paved in 2019 (2019\$)				
Traffic Volume Range	Length (Km)	Capital	Operating	Total
200 ≤ AADT < 300	40.850	3,747,682	-1,969,175	1,778,507
300 ≤ AADT < 400	9.201	715,408	-443,540	271,868
400 ≤ AADT	1.758	131,448	-84,745	46,702
<b>Total</b>	<b>51.809</b>	<b>4,594,538</b>	<b>-2,497,460</b>	<b>2,097,077</b>

Based on current service levels, maintenance practices and various recent data (e.g. tender prices, Financial Information Return reports etc.), Tables 1-3 summarize lifecycle cost projections for high-volume gravel roads depending on whether they remain with a gravel surface or are paved. To provide for comparability between gravel and hardtop road surfaces, the tables align with the 15-year lifecycle expected of a hardtop road surface whereby paving is set to occur in 2019. For simplicity, cost figures in the tables are normalized to 2019 dollars, based on an assumed inflation rate of 2%/year, and have not been discounted to present value.

Double surface treatment of high-volume gravel roads is estimated to cost about \$5.0M if done in 2019. This does not include future capital costs associated with single surface treatment (a capital intervention typically in year 8 to maintain the 15-year lifecycle) and eventual pulverization of the hardtop road surface at the end of its lifecycle. Table 3 projects incremental lifecycle costs by cost type, indicating renewal and operation of high-volume gravel roads, if paved, would cost an estimated \$2.1M more over the 15-year horizon.

### **Other Alternatives Considered:**

As staff is not recommending a change to the 400 AADT threshold, no alternatives to Council's receiving this report are being considered or proposed by staff at this time. Should Council nonetheless resolve to lower this threshold, staff suggests direction of the following form, where "X" stands for the new desired threshold, be added to the resolution of the present report:

**"That** proposed capital budgets identify for upgrade to a hardtop surface only those gravel roads for which the annual average daily traffic (AADT) is at least "X" vehicles per day; and

**That** updates to the 5-Year Roads Capital Plan, 10-Year Gravel Resurfacing Plan, Asset Management Plan and Long-Term Financial Plan reflect this enhanced level of service."

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

Council's receiving this report has no financial impact. However, should Council elect to lower the 400 AADT threshold, the expected resulting financial impacts are those indicated by Tables 1-3 herein.

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

N/A

## **Consultations:**

Supervisor of Technical Services

## **Attachments:**

Appendix A: Report PW2013-015



Report  
PW2013-015.pdf

Appendix B: Inventory of High-Volume Gravel Roads

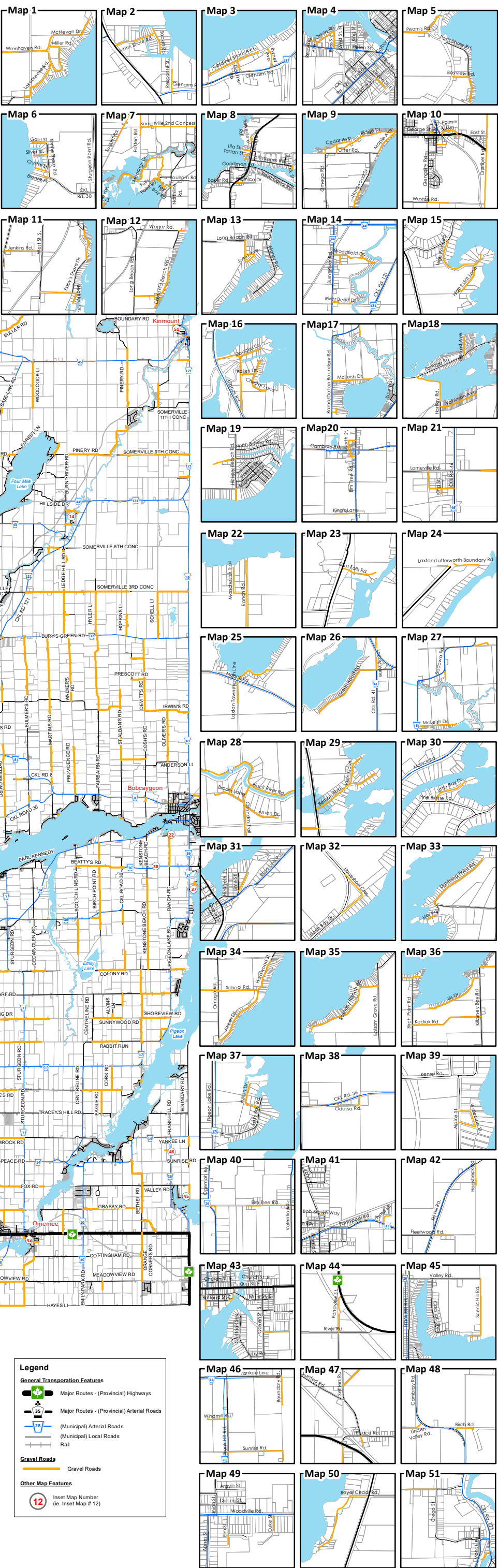
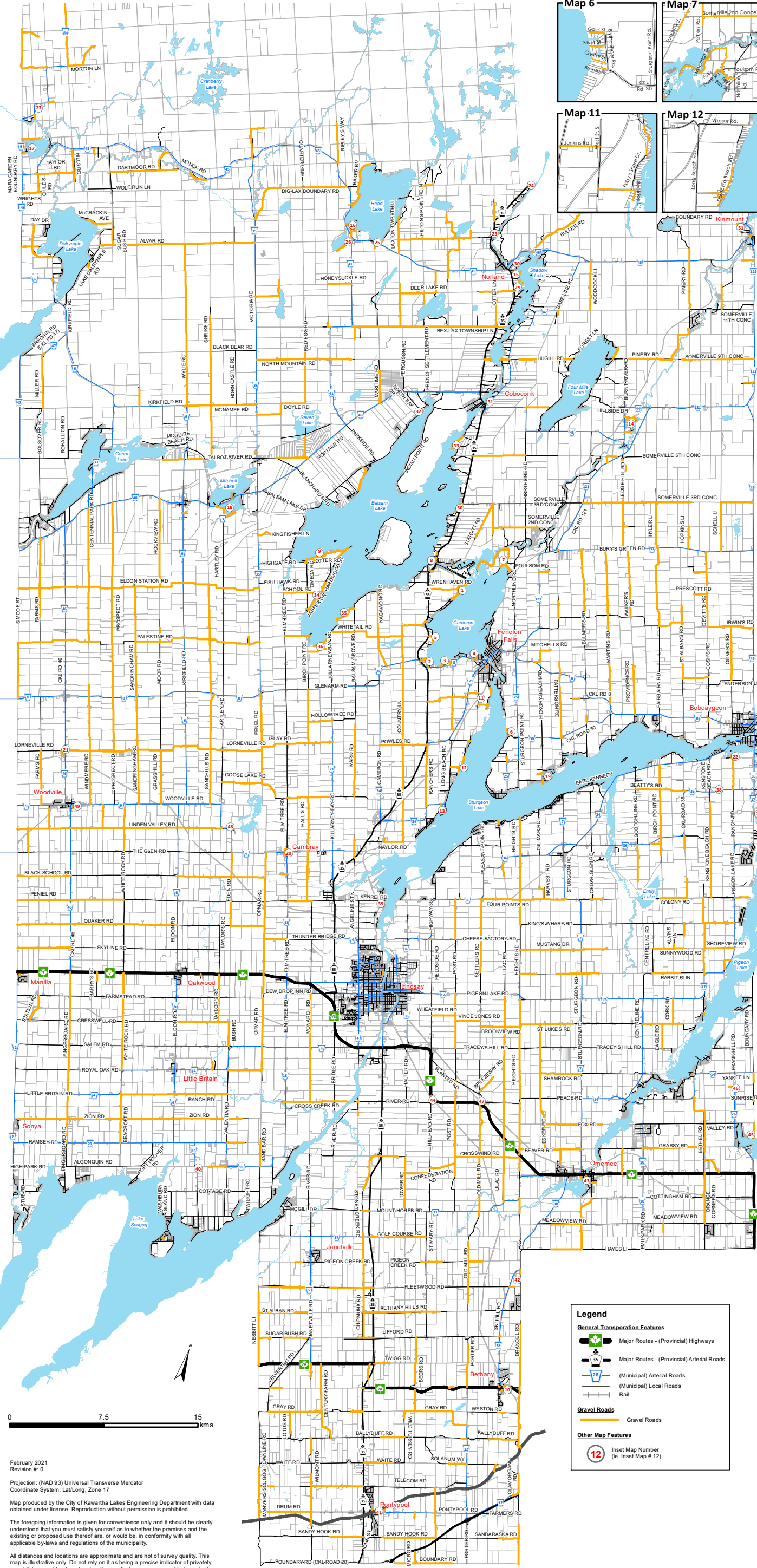


Inventory of  
High-Volume Gravel R

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

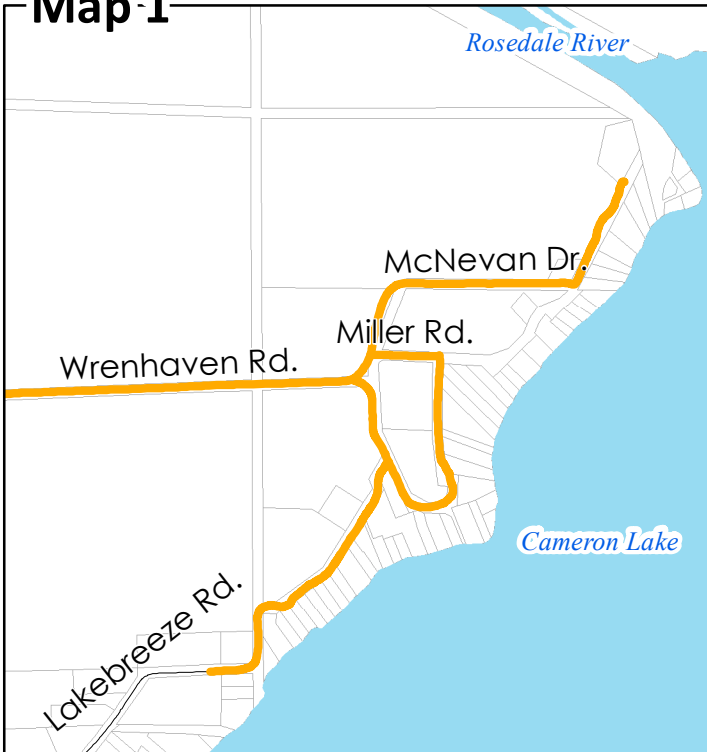
**Department Head:** Juan Rojas, Director of Engineering and Corporate  
**Assets**



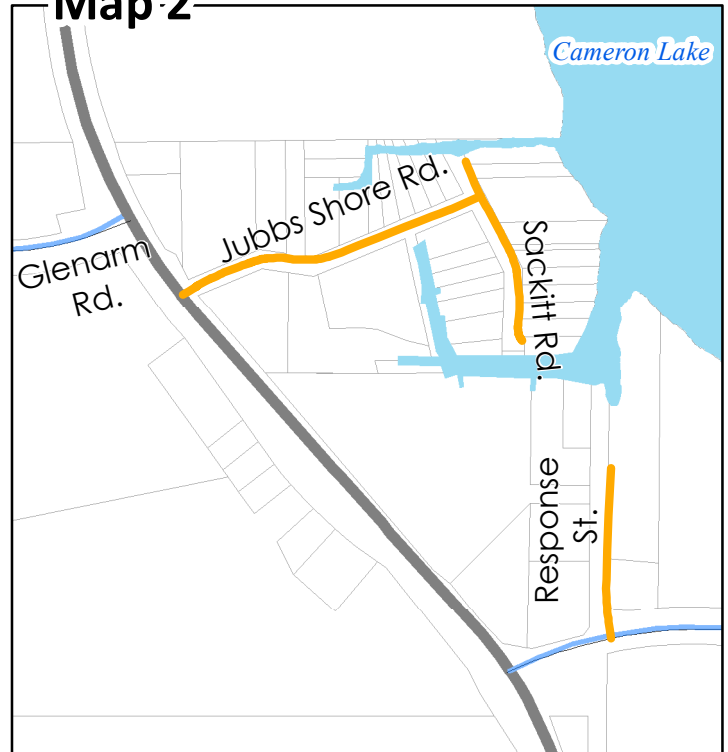


# City of Kawartha Lakes Gravel Roads (Inset Maps)

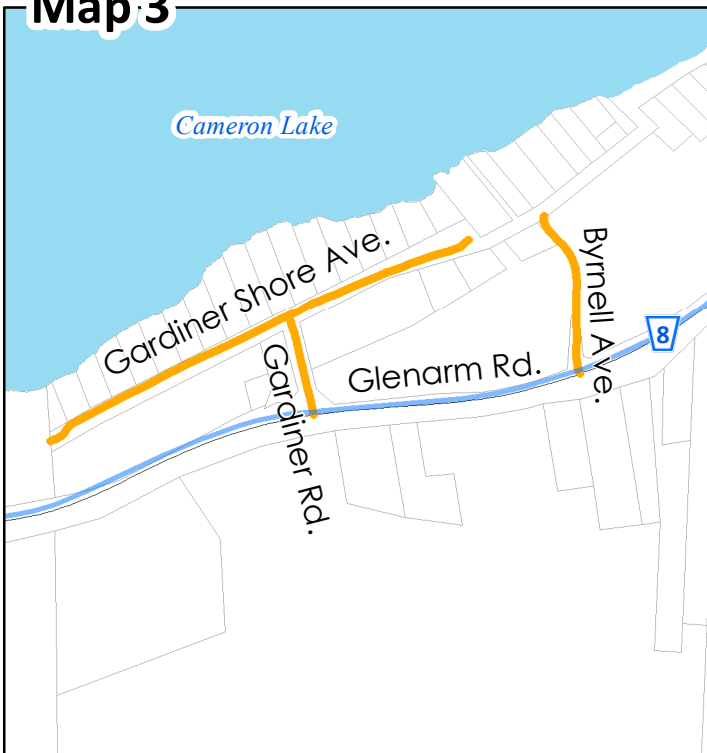
Map 1



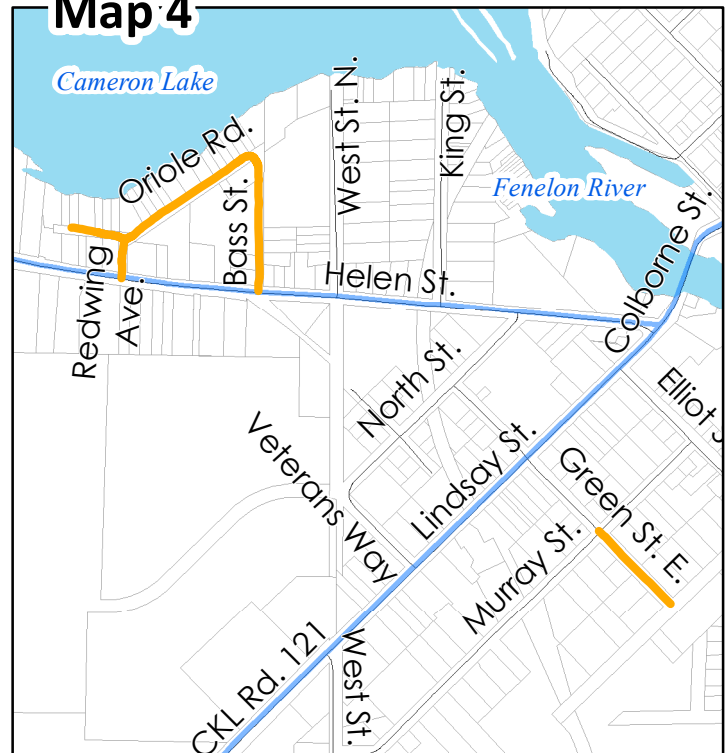
Map 2



Map 3



Map 4



May 2021  
Revision #: 0

Projection: (NAD 83) Universal Transverse Mercator  
Coordinate System: Lat/Long, Zone 17

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.



(Individual maps derived from Gravel Roads map published February 2021)

## Legend

### General Transportation Features

- Major Routes - (Provincial) Highways
- Major Routes - (Provincial) Arterial Roads
- (Municipal) Arterial Roads
- (Municipal) Local Roads

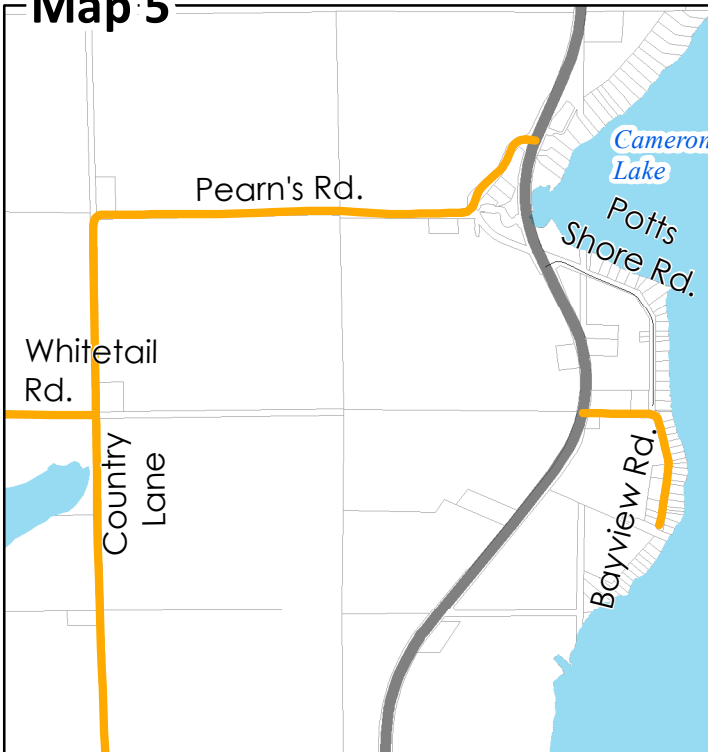
### Gravel Roads

- Gravel Roads



# City of Kawartha Lakes Gravel Roads (Inset Maps)

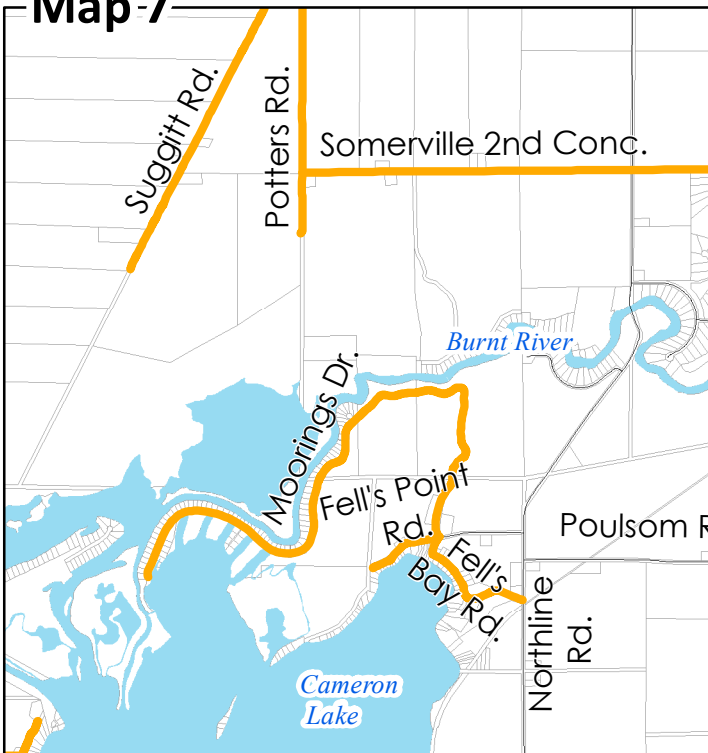
Map 5



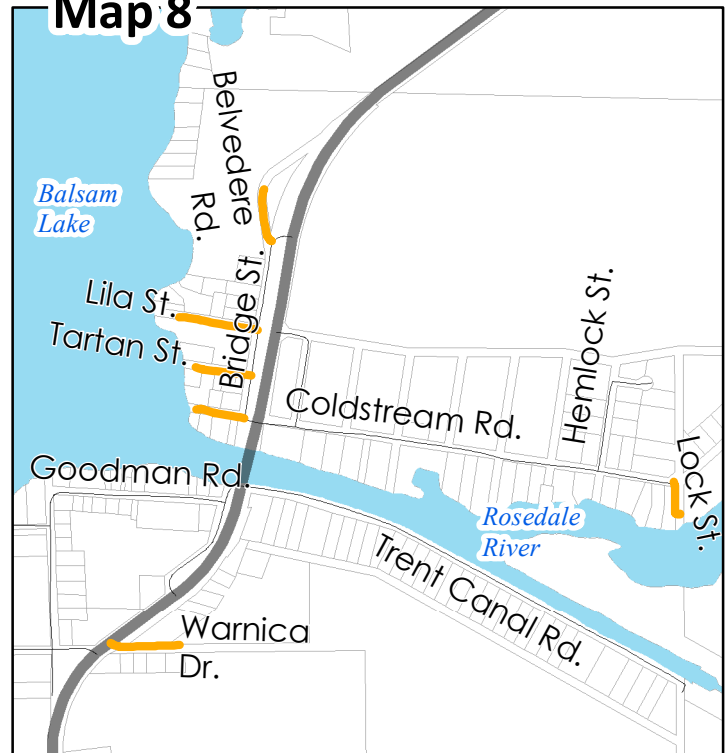
Map 6



Map 7



Map 8



May 2021  
Revision #: 0

Projection: (NAD 83) Universal Transverse Mercator  
Coordinate System: Lat/Long, Zone 17

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(Individual maps derived from Gravel Roads map published February 2021)

## Legend

### General Transportation Features

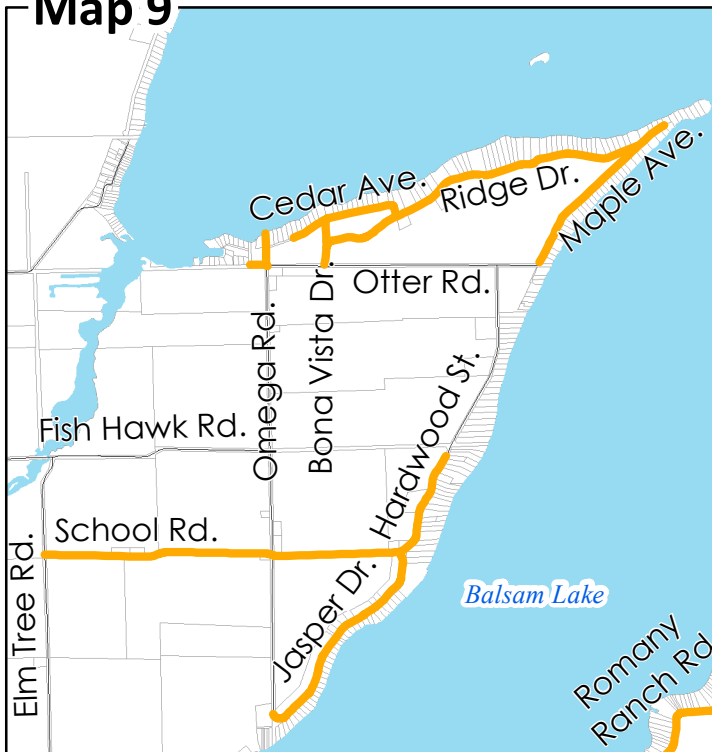
- Major Routes - (Provincial) Highways
- Major Routes - (Provincial) Arterial Roads
- (Municipal) Arterial Roads
- (Municipal) Local Roads

### Gravel Roads

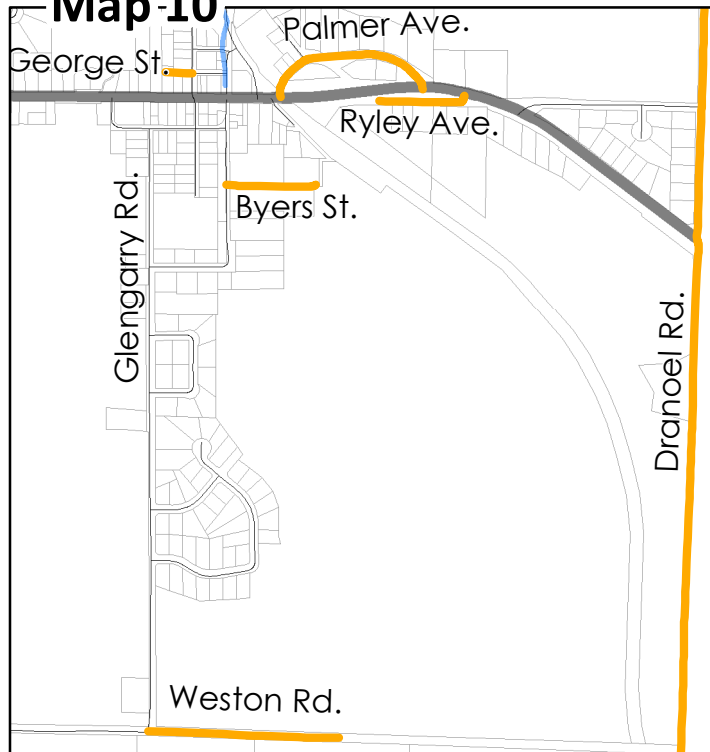
- Gravel Roads

# City of Kawartha Lakes Gravel Roads (Inset Maps)

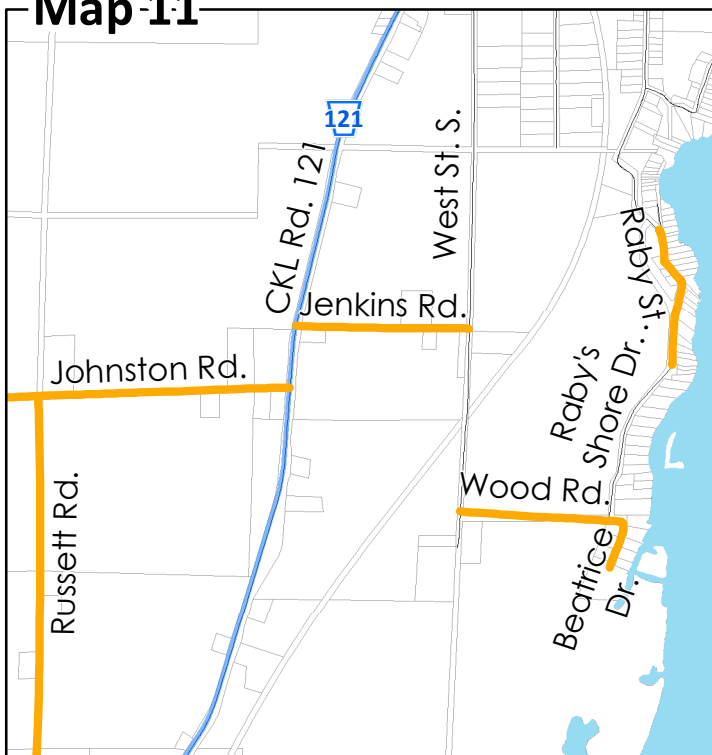
Map 9



Map 10



Map 11



Map 12



May 2021  
Revision #: 0

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## Legend

### General Transportation Features

- Major Routes - (Provincial) Highways
- Major Routes - (Provincial) Arterial Roads
- (Municipal) Arterial Roads
- (Municipal) Local Roads

### Gravel Roads

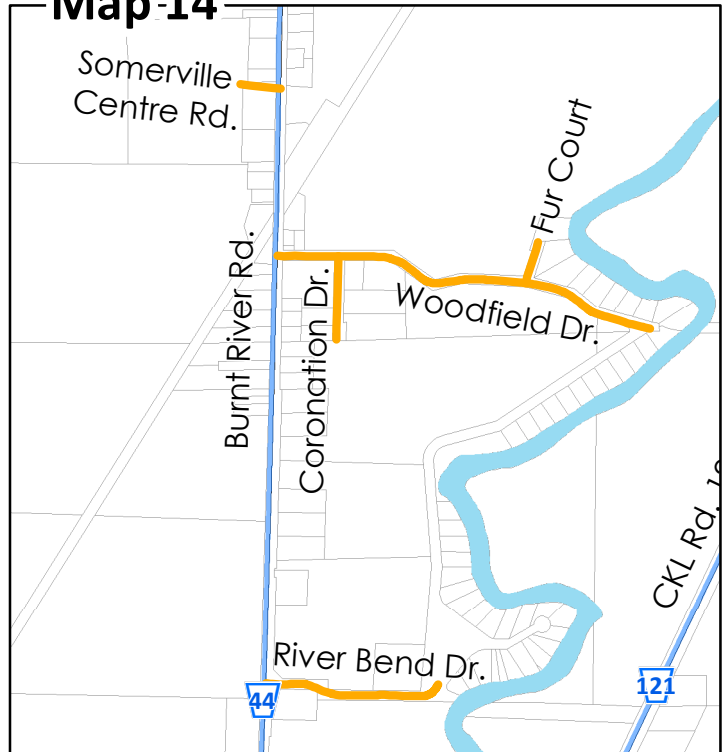
- Gravel Roads

# City of Kawartha Lakes Gravel Roads (Inset Maps)

Map-13



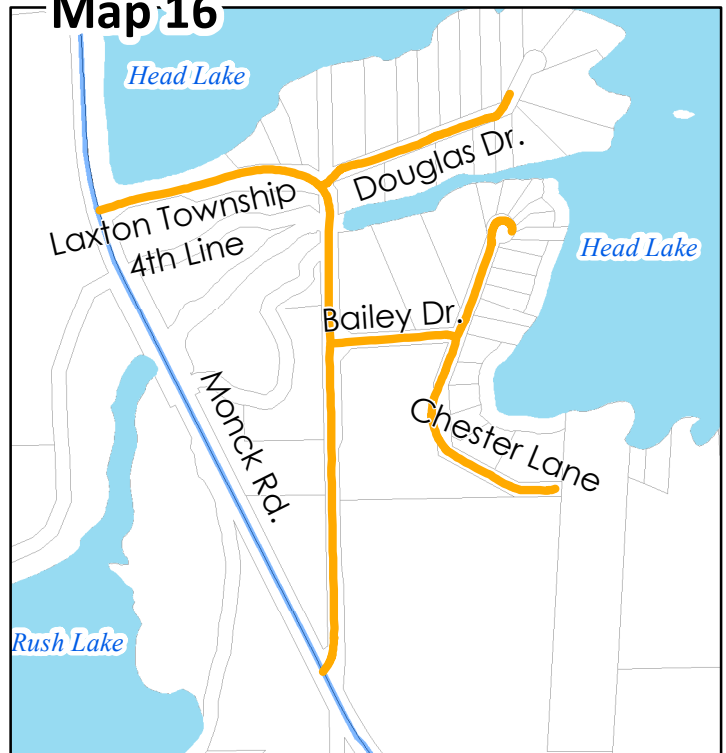
Map-14



Map-15



Map-16



May 2021  
Revision #: 0

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

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(Individual maps derived from Gravel Roads map published February 2021)

## Legend

### General Transportation Features

-  Major Routes - (Provincial) Highways
-  Major Routes - (Provincial) Arterial Roads
-  (Municipal) Arterial Roads
-  (Municipal) Local Roads

### Gravel Roads

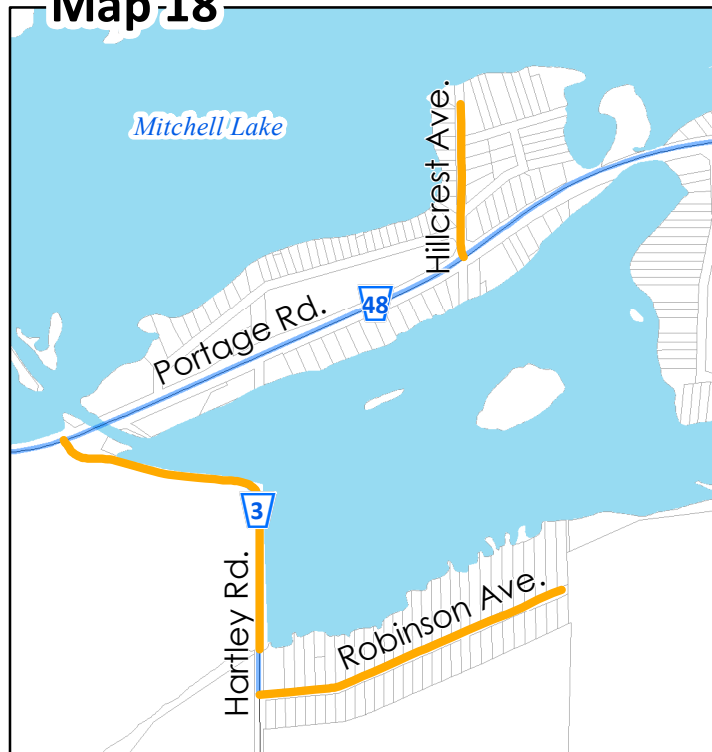
-  Gravel Roads

# City of Kawartha Lakes Gravel Roads (Inset Maps)

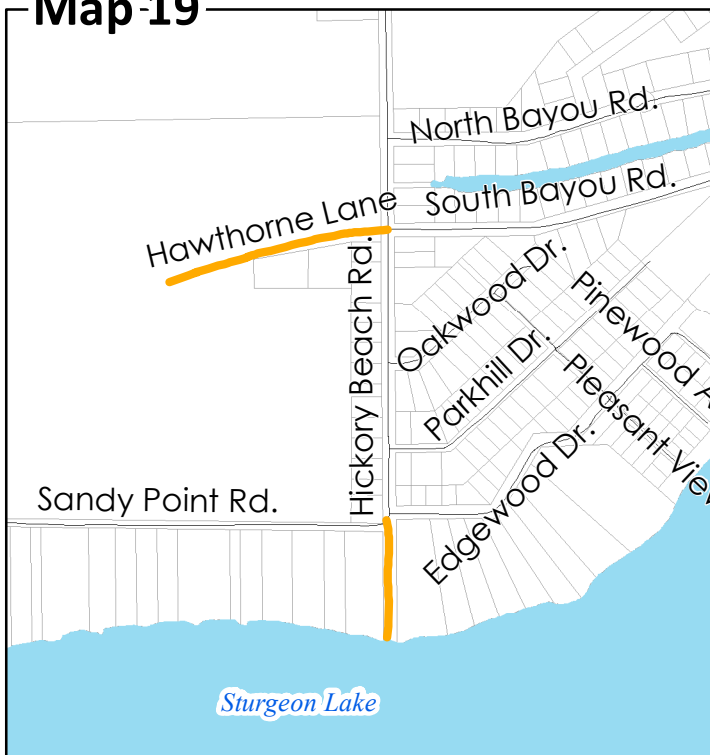
Map-17



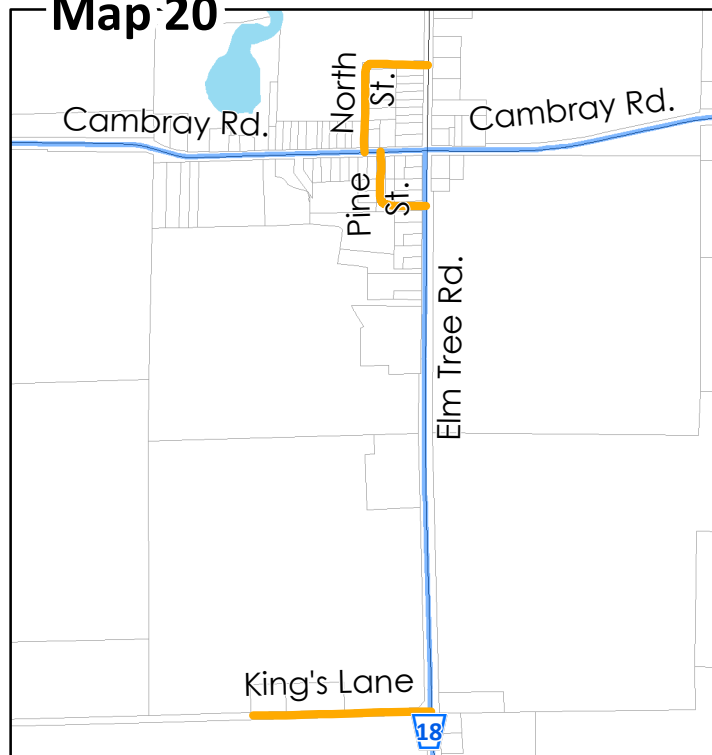
Map-18



Map-19



Map-20



May 2021  
Revision #: 0

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Coordinate System: Lat/Long, Zone 17

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(Individual maps derived from Gravel Roads map published February 2021)

## Legend

### General Transportation Features

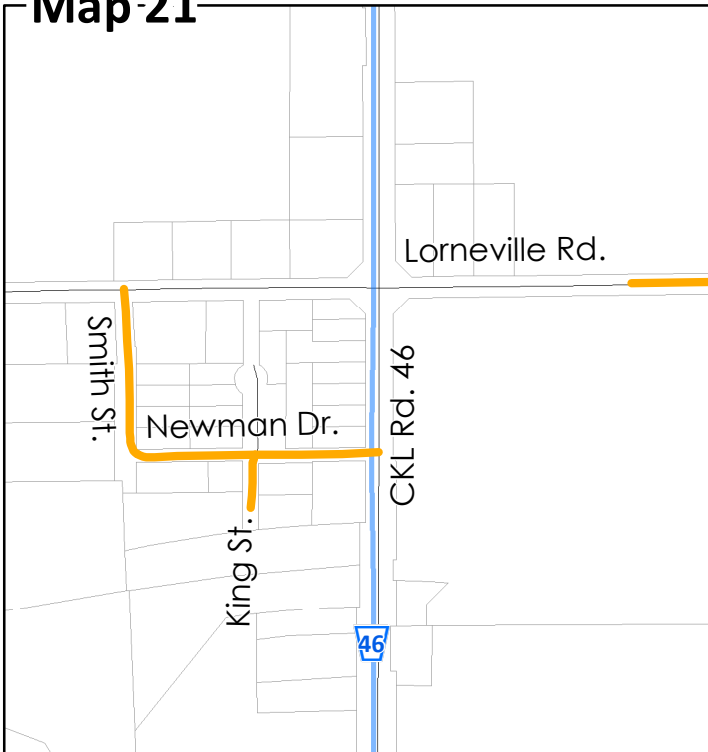
- Major Routes - (Provincial) Highways
- Major Routes - (Provincial) Arterial Roads
- (Municipal) Arterial Roads
- (Municipal) Local Roads

### Gravel Roads

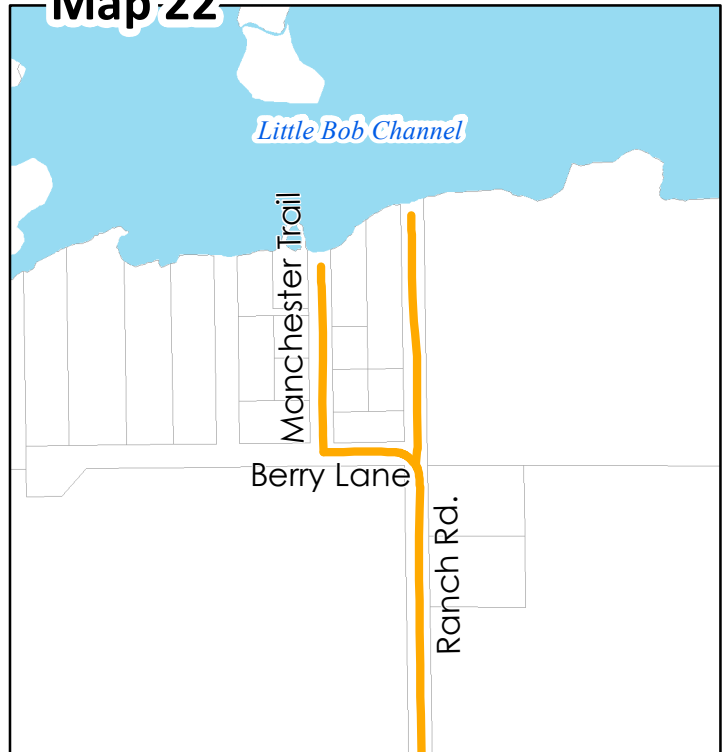
- Gravel Roads

# City of Kawartha Lakes Gravel Roads (Inset Maps)

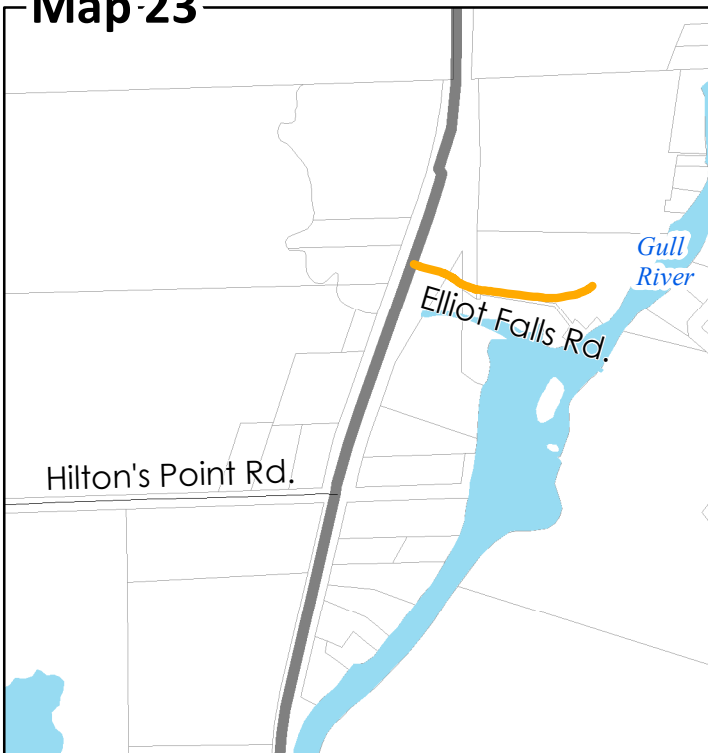
Map 21



Map 22



Map 23



Map 24



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Revision #: 0

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(Individual maps derived from Gravel Roads map published February 2021)

## Legend

### General Transportation Features

-  Major Routes - (Provincial) Highways
-  Major Routes - (Provincial) Arterial Roads
-  (Municipal) Arterial Roads
-  (Municipal) Local Roads

### Gravel Roads

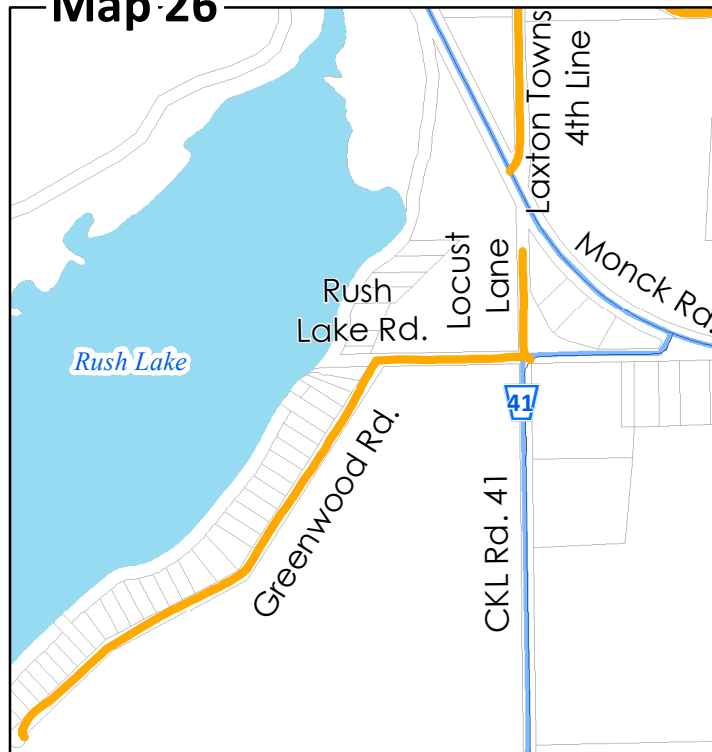
-  Gravel Roads

# City of Kawartha Lakes Gravel Roads (Inset Maps)

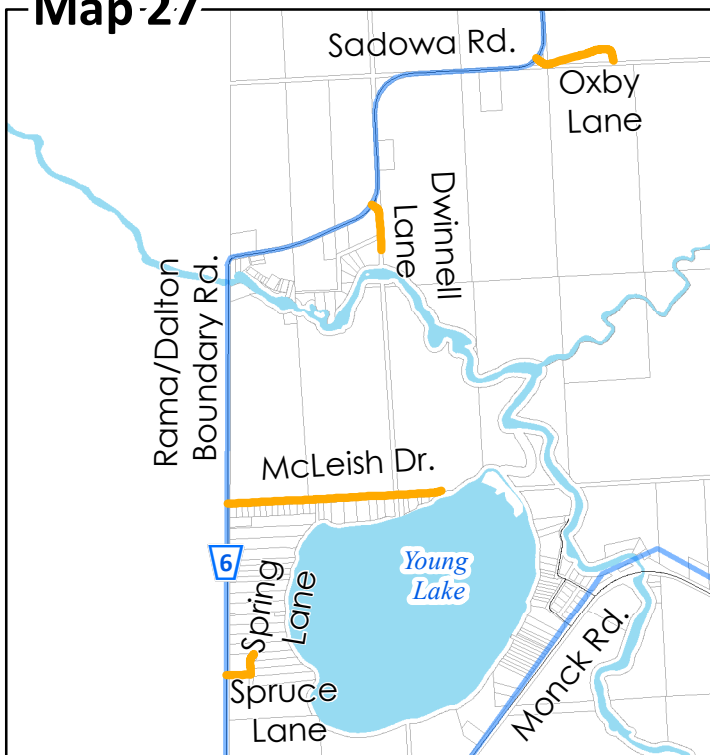
Map-25



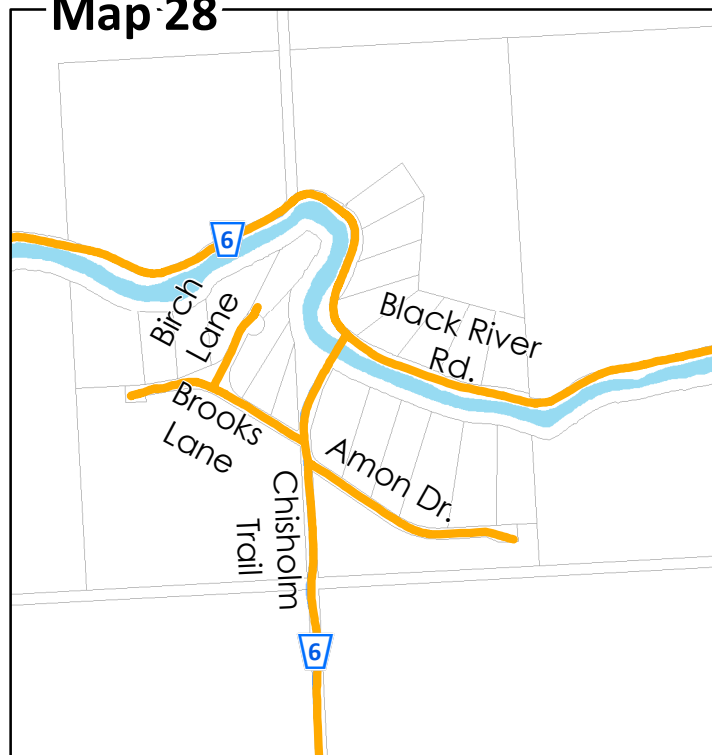
Map-26



Map-27



Map-28



May 2021  
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Coordinate System: Lat/Long, Zone 17

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(Individual maps derived from Gravel Roads map published February 2021)

## Legend

### General Transportation Features

- Major Routes - (Provincial) Highways
- Major Routes - (Provincial) Arterial Roads
- (Municipal) Arterial Roads
- (Municipal) Local Roads

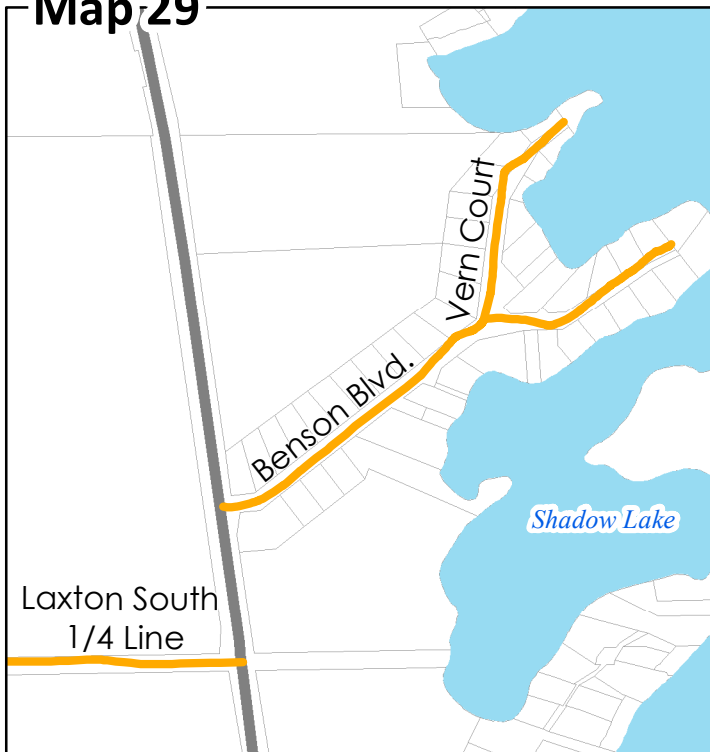
### Gravel Roads

- Gravel Roads

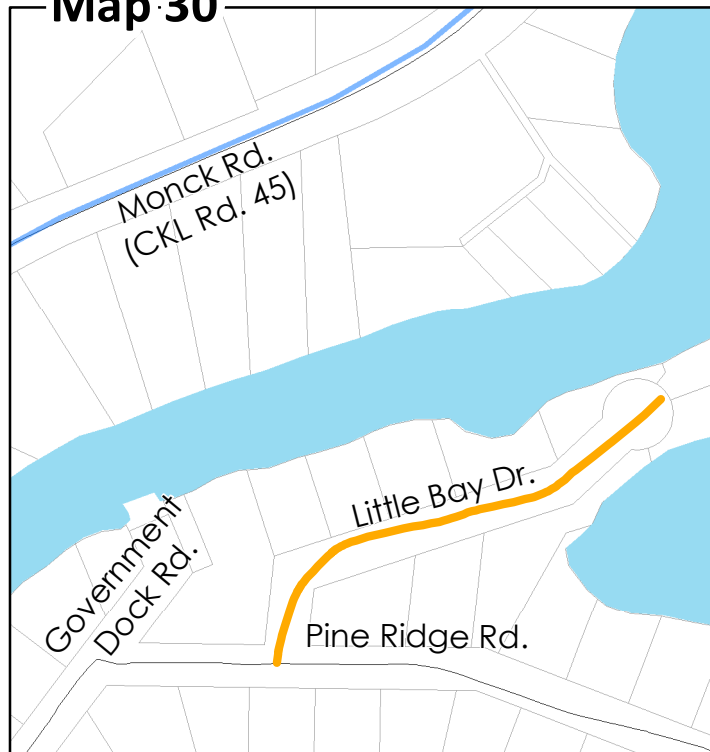


# City of Kawartha Lakes Gravel Roads (Inset Maps)

Map 29



Map 30



Map 31



Map 32



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(Individual maps derived from Gravel Roads map published February 2021)

## Legend

### General Transportation Features

- Major Routes - (Provincial) Highways
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- (Municipal) Arterial Roads
- (Municipal) Local Roads

### Gravel Roads

- Gravel Roads

# City of Kawartha Lakes Gravel Roads (Inset Maps)

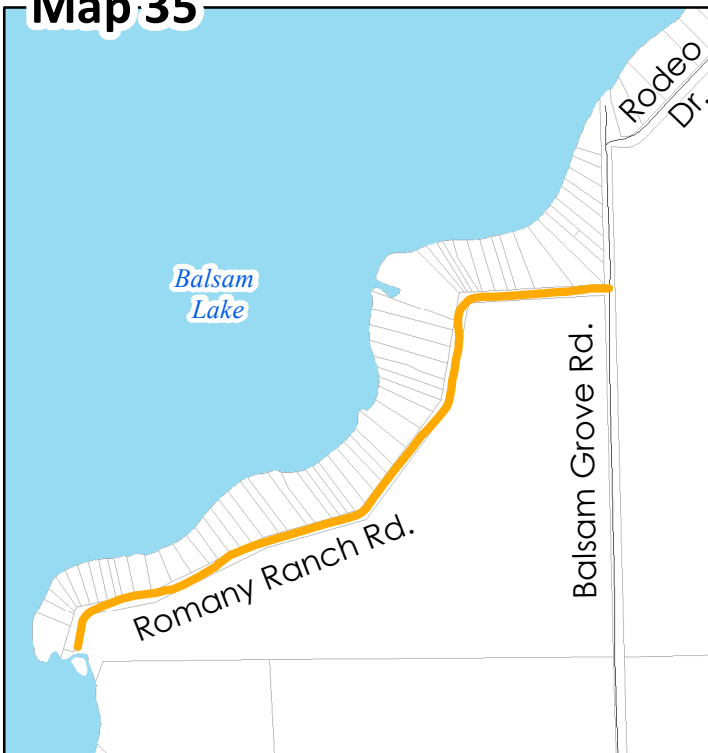
Map 33



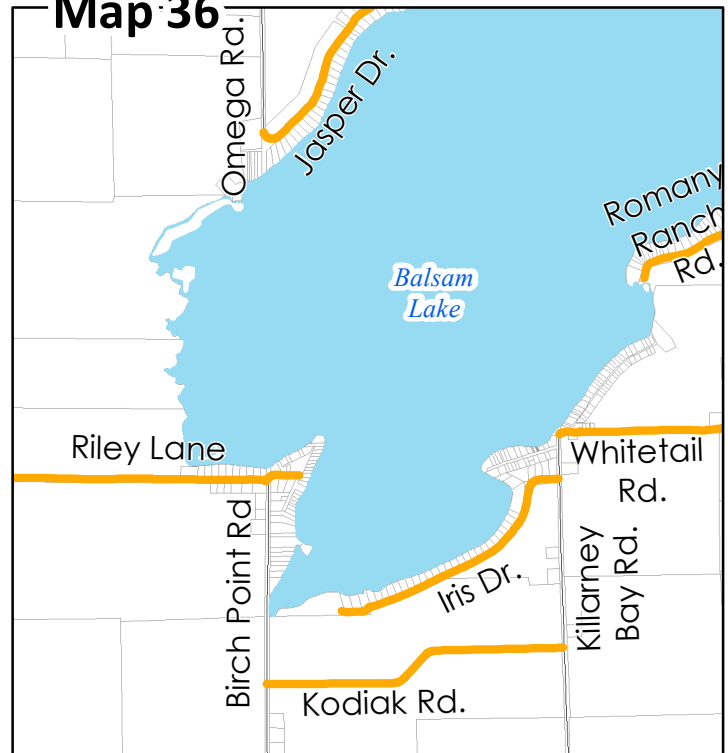
Map 34



Map 35



Map 36



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Revision #: 0

Projection: (NAD 83) Universal Transverse Mercator  
Coordinate System: Lat/Long, Zone 17

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(Individual maps derived from Gravel Roads map published February 2021)

## Legend

### General Transportation Features

-  Major Routes - (Provincial) Highways
-  Major Routes - (Provincial) Arterial Roads
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-  (Municipal) Local Roads

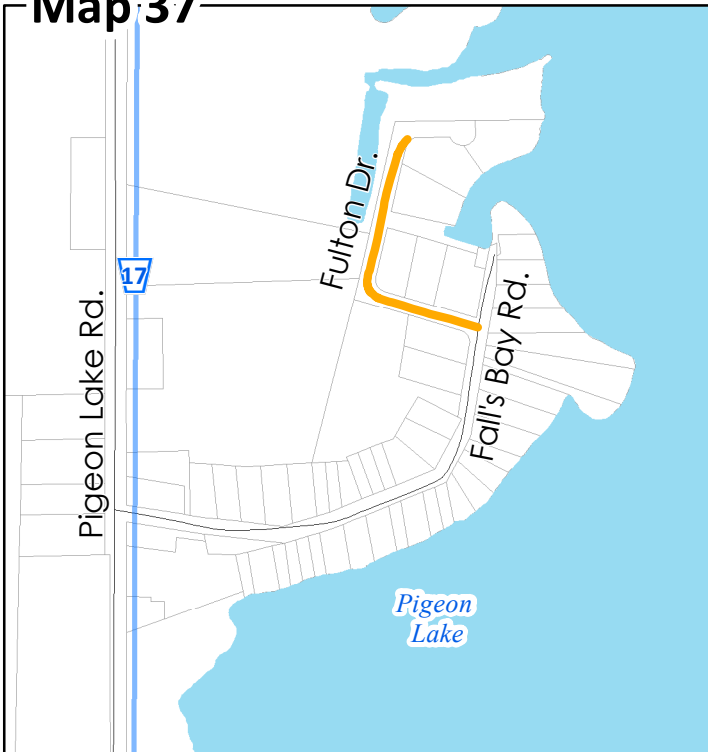
### Gravel Roads

-  Gravel Roads

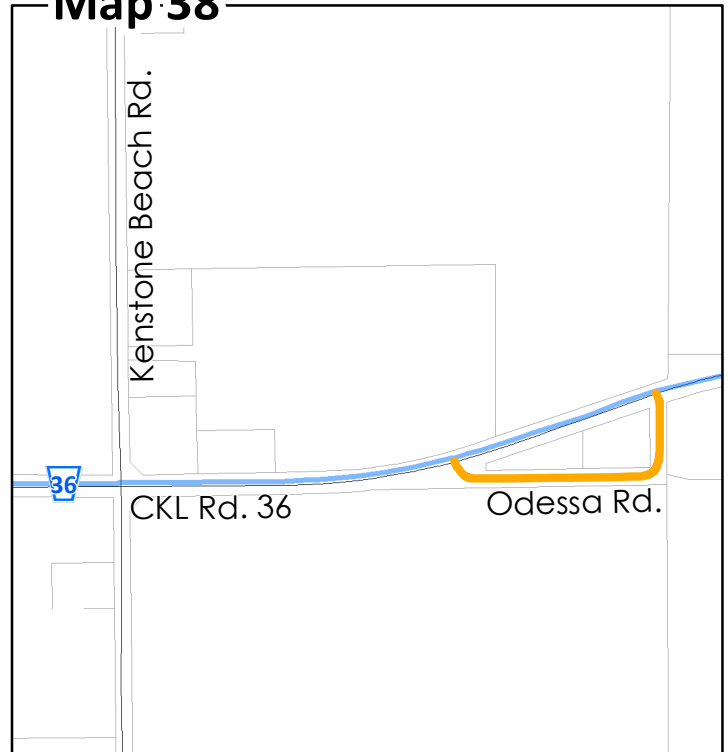


# City of Kawartha Lakes Gravel Roads (Inset Maps)

Map 37



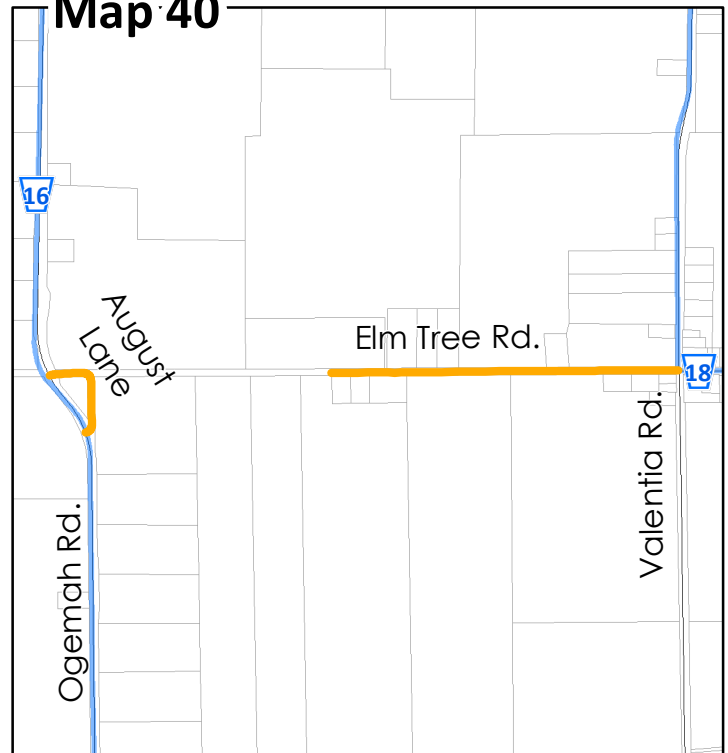
Map 38



Map 39



Map 40



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Revision #: 0

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## Legend

### General Transportation Features

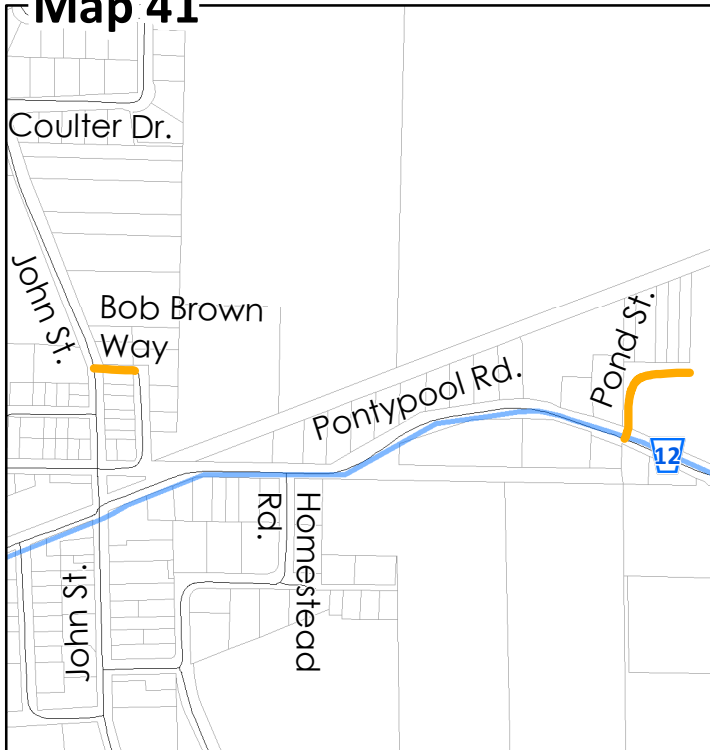
- Major Routes - (Provincial) Highways
- Major Routes - (Provincial) Arterial Roads
- (Municipal) Arterial Roads
- (Municipal) Local Roads

### Gravel Roads

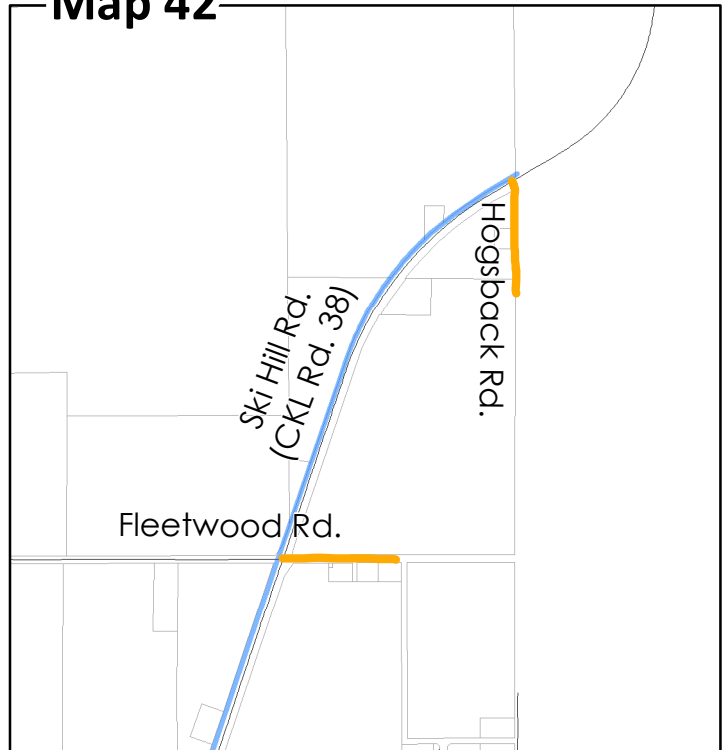
- Gravel Roads

# City of Kawartha Lakes Gravel Roads (Inset Maps)

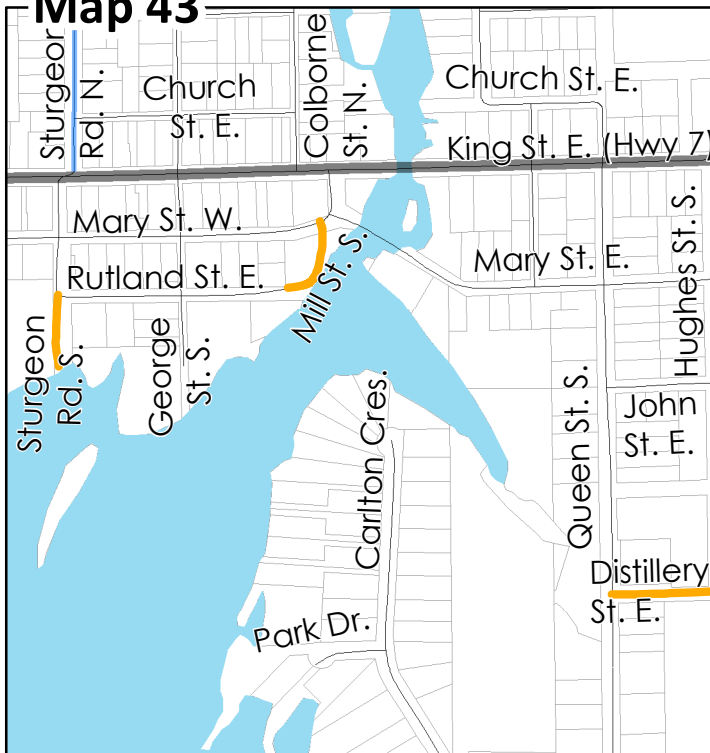
Map 41



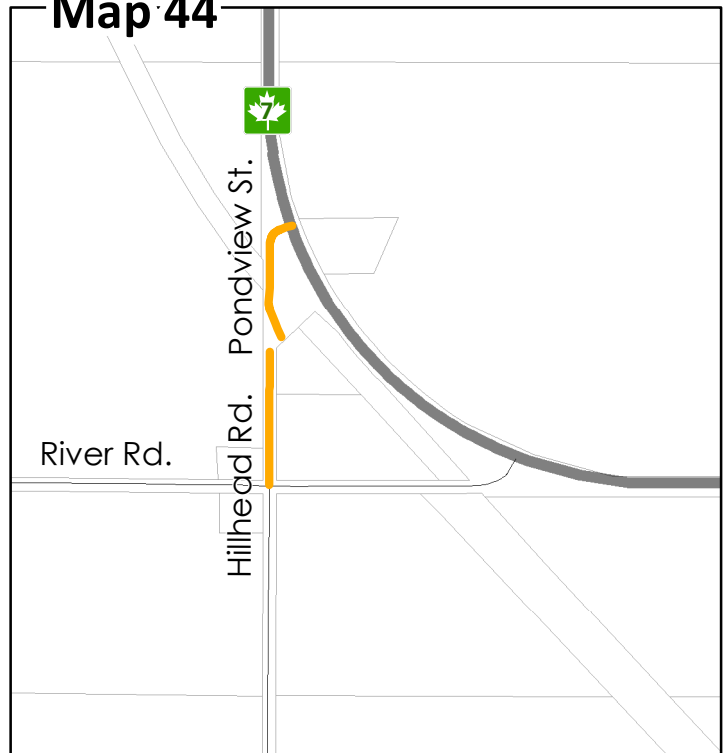
Map 42



Map 43



Map 44



May 2021  
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


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## Legend

### General Transportation Features

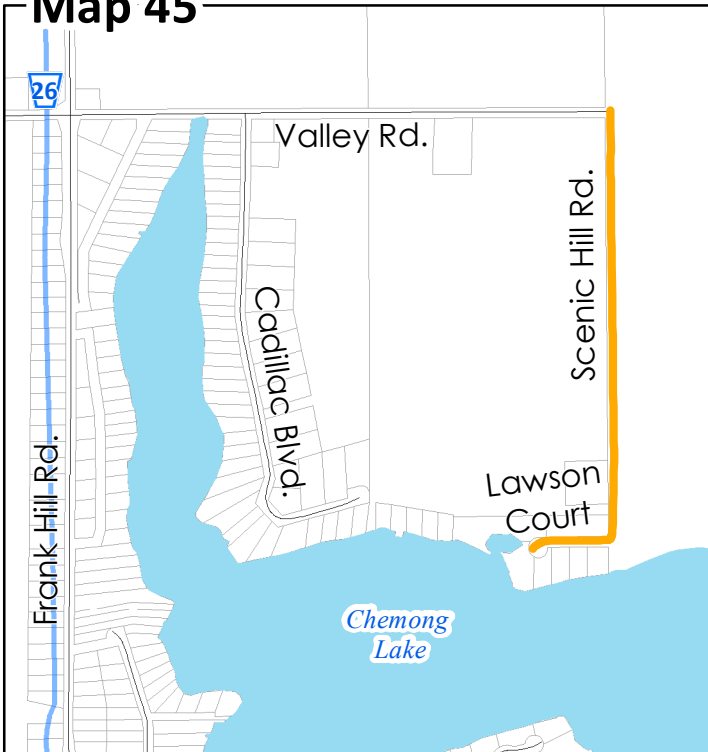
-  Major Routes - (Provincial) Highways
-  Major Routes - (Provincial) Arterial Roads
-  (Municipal) Arterial Roads
-  (Municipal) Local Roads

### Gravel Roads

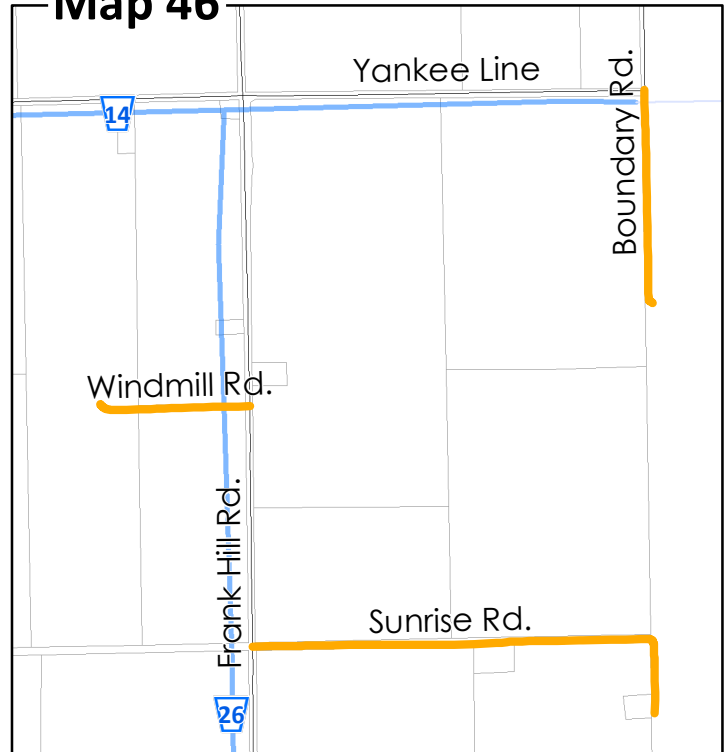
-  Gravel Roads

# City of Kawartha Lakes Gravel Roads (Inset Maps)

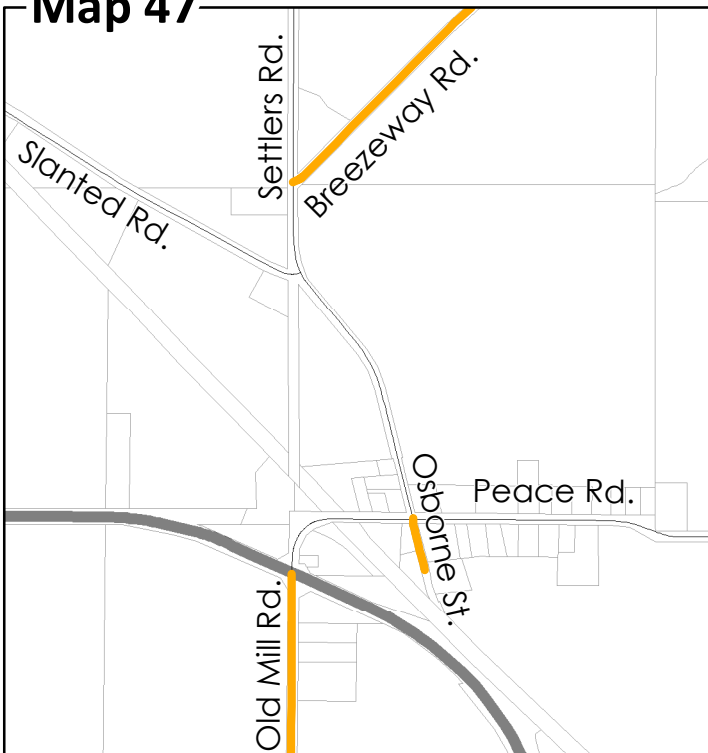
Map 45



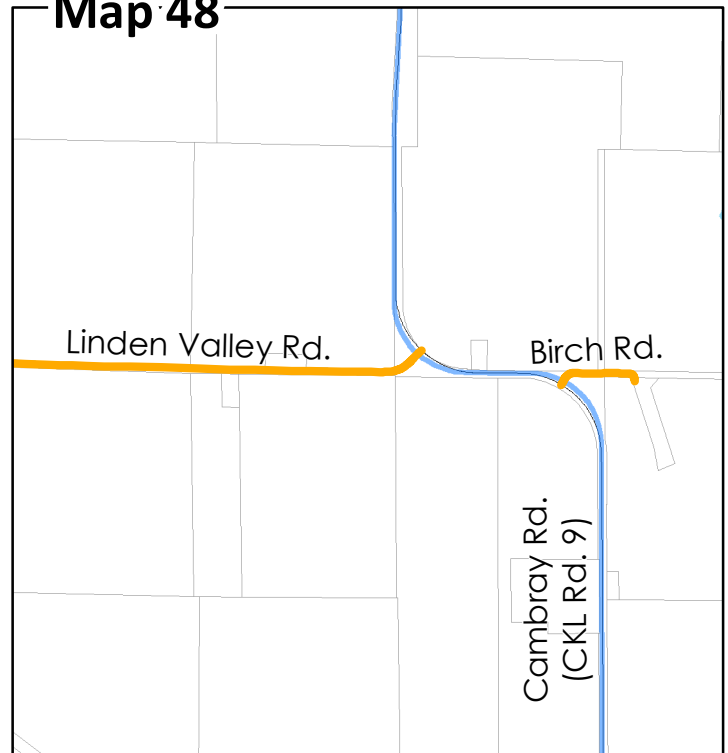
Map 46



Map 47



Map 48



May 2021  
Revision #: 0

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(Individual maps derived from Gravel Roads map published February 2021)

## Legend

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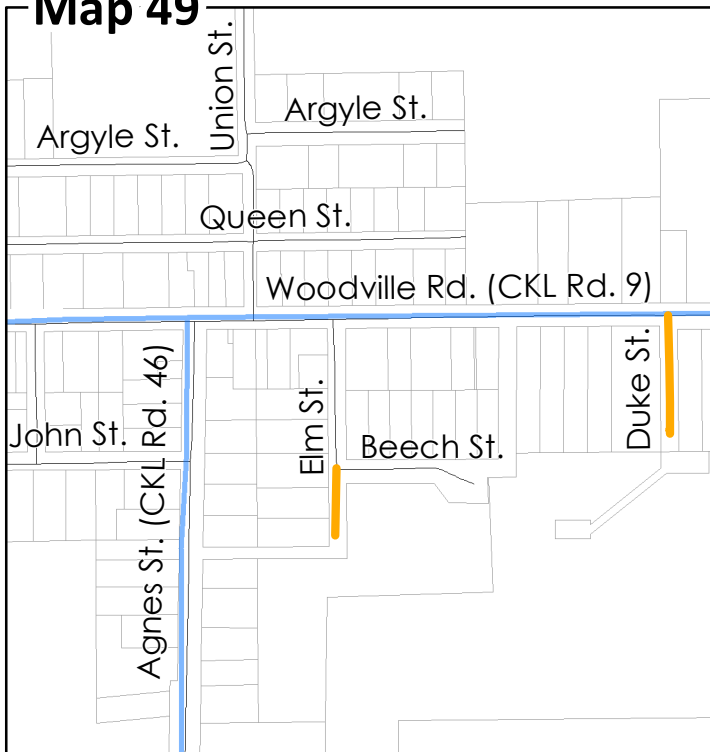
-  Major Routes - (Provincial) Highways
-  Major Routes - (Provincial) Arterial Roads
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### Gravel Roads

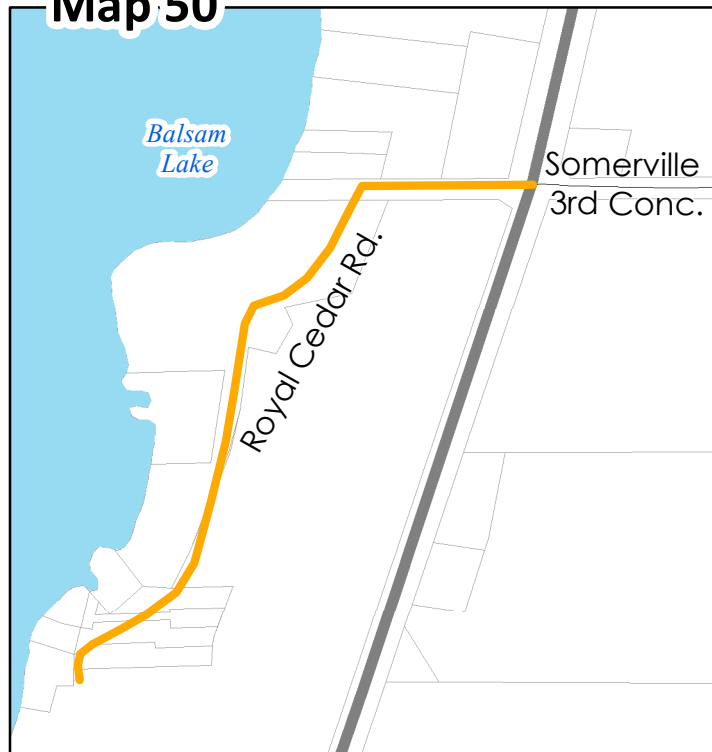
-  Gravel Roads

# City of Kawartha Lakes Gravel Roads (Inset Maps)

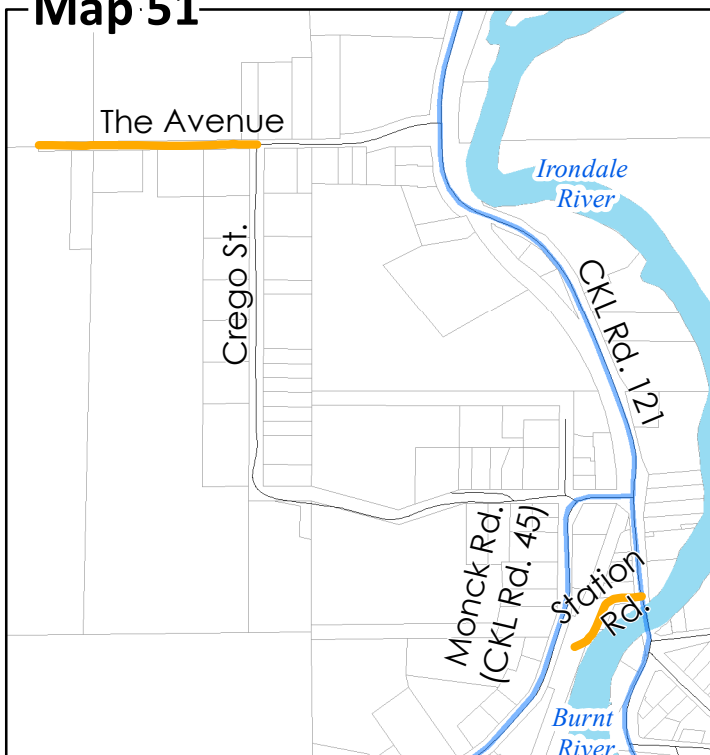
Map 49



Map 50



Map 51



May 2021  
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
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## Legend

### General Transportation Features

-  Major Routes - (Provincial) Highways
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### Gravel Roads

 Gravel Roads

Chart of low volume roads with costs for  
upgrading to a hardtop Road

Road Name	From	To	Length (km)	Adjusted AADT	Estimated Cost to upgrade to Hardtop
Amon Dr.	Chisholm Trail	East End	0.416	28	\$41,600.00
Bailey Dr.	Chester Lane	East End	0.201	28	\$20,100.00
Bailey Dr.	Laxton Township 4th Line	Chester Lane	0.174	28	\$17,400.00
Bass St.	K.L. Rd. 8 (Fenelon/Verulam)	Oriole Rd.	0.201	44	\$20,100.00
Bayview Rd. (Fenelon)	Highway #35	South End	0.575	27	\$57,500.00
Belvedere Rd.	Bridge St.	North End	0.129	44	\$12,900.00
Benson Blvd. (Laxton)	Vern Court	East End	0.248	55	\$24,800.00
Benson Blvd. (Laxton)	Highway #35	Vern Court	0.378	55	\$37,800.00
Berry Lane	Ranch Rd. (Verulam)	Manchester Trail	0.084	33	\$8,400.00
Birch Lane (Dalton)	Brooks Lane (Dalton)	North End	0.171	11	\$17,100.00
Birch Rd. (Mariposa)	Cambray Rd.	East End	0.257	11	\$25,700.00
Boundary Rd. (Emily)	Yankee Line	South End	0.564	11	\$56,400.00
Breezeway Rd.	Settlers Rd.	East End	1.1	6	\$110,000.00
Bronze St.	Blythe Shore Rd.	West End	0.06	6	\$6,000.00
Brooks Lane (Dalton)	Chisholm Trail	Birch Lane (Dalton)	0.193	22	\$19,300.00
Brooks Lane (Dalton)	Birch Lane (Dalton)	West End	0.157	22	\$15,700.00
Byrnell Ave.	K.L. Rd. 8 (Fenelon/Verulam)	Grove Rd.	0.187	44	\$18,700.00
Cedar Ave. (Bexley)	West End	Bona Vista Dr.	0.213	33	\$21,300.00
Cedar Ave. (Bexley)	Bona Vista Dr.	Ridge Dr. (Bexley)	0.482	33	\$48,200.00
Chester Lane	Bailey Dr.	South End	0.33	22	\$33,000.00
Chisholm Trail	Brooks Lane (Dalton)	Black River Rd. (Dalton)	0.216	110	\$21,600.00
Chisholm Trail	Eldridge Lane	Amon Dr.	4.282	111	\$428,200.00

Coldstream Rd.	Bridge St.	West End	0.115	44	\$11,500.00
Coronation Dr.	Woodfield Dr. (Somerville)	South End	0.161	6	\$16,100.00
Crystal St.	Blythe Shore Rd.	West End	0.156	11	\$15,600.00
Daytonia Beach Rd.	Pleasure St.	North End	0.719	209	\$71,900.00
Daytonia Beach Rd.	Long Beach Rd.	Pleasure St.	0.456	209	\$45,600.00
Distillery St. E.	Queen St. S. (Omeme)	East End	0.278	11	\$27,800.00
Douglas Dr.	Laxton Township 4th Line	East End	0.301	33	\$30,100.00
Duke St. (Woodville)	King St. (Woodville)	South End	0.1	17	\$10,000.00
Dwinnell Lane	Sadowa Rd.	South End	0.227	17	\$22,700.00
Elliot Falls Rd.	Highway #35	East End	0.259	22	\$25,900.00
Elm St. (Woodville)	Beech St. (Woodville)	South End	0.057	78	\$5,700.00
Elm Tree Rd.	West End	Valentia Rd.	0.986	61	\$98,600.00
Fell's Bay Rd.	Northline Rd.	Fell's Point Rd.	0.77	33	\$77,000.00
Fell's Point Rd.	Moorings Dr.	West End	0.432	61	\$43,200.00
Fulton Dr.	Fall's Bay Rd.	North End	0.336	22	\$33,600.00
Fur Court	Woodfield Dr. (Somerville)	North End	0.083	11	\$8,300.00
Gardiner Rd. (Fenelon)	K.L. Rd. 8 (Fenelon/Verulam)	Gardiner Shore Ave. (Fenelon)	0.113	44	\$11,300.00
Gardiner Shore Ave. (Fenelon)	West End	Gardiner Rd. (Fenelon)	0.299	33	\$29,900.00
Gardiner Shore Ave. (Fenelon)	Gardiner Rd. (Fenelon)	East End	0.217	33	\$21,700.00
George St. (Manvers)	West End	Wilson St. (Manvers)	0.061	11	\$6,100.00
Glenvale Dr.	Pleasure St.	South End	0.211	22	\$21,100.00
Gold St.	Blythe Shore Rd.	West End	0.145	6	\$14,500.00
Green St. E.	Murray St. (Fenelon Falls)	East End	0.153	22	\$15,300.00

Greenwood Rd. (Laxton)	Rush Lake Rd.	South End	0.842	78	\$84,200.00
Hardwood St.	School Rd. (Fenelon)	0.3 Km North of School Rd. (Fenelon)	0.3	22	\$30,000.00
Hardwood St.	0.3 Km North of School Rd. (Fenelon)	1.2 Km South of Otter Rd. (Bexley/Fenelon)	0.352	22	\$35,200.00
Hartley Rd.	0.1 Km North of Robinson Ave.	Portage Rd.	0.807	232	\$80,700.00
Hawthorne Lane	Hickory Beach Rd.	West End	0.336	11	\$33,600.00
Heron St.	Jones Ave.	Jones Ave.	0.106	22	\$10,600.00
Hickory Beach Rd.	South End	Sandy Point Rd.	0.174	67	\$17,400.00
High Point Lane	High Point Rd.	South End	0.25	17	\$25,000.00
High Point Rd.	Shadow Lake Rd. # 3	High Point Lane	0.418	28	\$41,800.00
High Point Rd.	High Point Lane	North End	0.11	28	\$11,000.00
Hillcrest Ave.	Portage Rd.	North End	0.339	67	\$33,900.00
Hillhead Rd.	River Rd. (Manvers/Ops)	North End	0.2	17	\$20,000.00
Horseshoe Cres.	North Bay Dr.	North Bay Dr.	0.373	22	\$37,300.00
Iris Dr.	Killarney Bay Rd.	West End	1.2	33	\$120,000.00
Jasper Dr.	Omega Rd.	School Rd. (Fenelon)	1.334	44	\$133,400.00
Jenkins Rd.	K.L. Rd. 121 (Fenelon/Somerville/Verulam)	West St. S. (Fenelon/Fenelon Falls)	0.601	89	\$60,100.00
Jones Ave.	Heron St.	Heron St.	0.202	44	\$20,200.00
Jones Ave.	Long Beach Rd.	Heron St.	0.148	44	\$14,800.00
Jubbs Shore Rd.	Highway #35	Sackitt Rd.	0.346	44	\$34,600.00
King St. (Eldon)	Newman Dr. (Eldon)	South End	0.051	11	\$5,100.00
King's Lane (Fenelon)	Elm Tree Rd.	West End	0.393	22	\$39,300.00
Kodiak Rd.	Birch Point Rd (Fenelon)	Killarney Bay Rd.	1.356	72	\$135,600.00
Lakebreeze Rd. (Fenelon)	Wrenhaven Rd.	0.6 Km South of Wrenhaven Rd.	0.601	44	\$60,100.00

Lawson Court (Emily)	Scenic Hill Rd.	West End	0.157	33	\$15,700.00
Laxton Township 4th Line	Bailey Dr.	Monck Rd.	0.455	67	\$45,500.00
Laxton Township 4th Line	Monck Rd.	Douglas Dr.	0.315	67	\$31,500.00
Laxton Township 4th Line	Douglas Dr.	Bailey Dr.	0.22	67	\$22,000.00
Laxton Township 5th Line	Monck Rd.	South End	0.309	11	\$30,900.00
Laxton Township 5th Line	Monck Rd.	Sunset Beach Rd.	0.579	67	\$57,900.00
Laxton/Lutterworth Boundary Rd.	Highway #35	East End	0.201	11	\$20,100.00
Laxton/Lutterworth Boundary Rd.	Highway #35	West End	0.101	6	\$10,100.00
Lila St. (Fenelon/Somerville)	Bridge St.	West End	0.189	44	\$18,900.00
Lindsay St. N. (Lindsay)	Pottinger St.	55m south of Daniel Court	0.1688	44	\$16,880.00
Little Bay Dr. (Laxton)	Pine Ridge Rd. (Laxton)	East End	0.234	22	\$23,400.00
Lock St.	Coldstream Rd.	South End	0.088	44	\$8,800.00
Locust Lane	Rush Lake Rd.	North End	0.176	6	\$17,600.00
Manchester Trail	Berry Lane	North End	0.161	33	\$16,100.00
Maple Ave. (Bexley)	Otter Rd. (Bexley/Fenelon)	Ridge Dr. (Bexley)	0.903	33	\$90,300.00
Maple Ave. (Bexley)	Ridge Dr. (Bexley)	North End	0.203	33	\$20,300.00
McLeish Dr.	Rama/Dalton Boundary Rd.	East End	1.008	44	\$100,800.00
McNevan Dr.	Wrenhaven Rd.	Miller Rd. (Fenelon)	0.061	27	\$6,100.00
McNevan Dr.	Miller Rd. (Fenelon)	North End	0.721	27	\$72,100.00
Mill St. S. (Omeme)	Rutland St. E.	Mary St. E. (Omeme)	0.097	22	\$9,700.00
Miller Rd. (Fenelon)	McNevan Dr.	Wrenhaven Rd.	0.135	6	\$13,500.00



Moorings Dr.	2.0 Km West of Fell's Point Rd.	South End	1.307	189	\$130,700.00
Moorings Dr.	0.3 Km North of Fell's Point Rd.	2.0 Km West of Fell's Point Rd.	2.002	189	\$200,200.00
Moorings Dr.	Fell's Point Rd.	0.3 Km North of Fell's Point Rd.	0.304	67	\$30,400.00
Newman Dr. (Eldon)	Smith St. (Eldon)	King St. (Eldon)	0.112	78	\$11,200.00
Newman Dr. (Eldon)	King St. (Eldon)	K.L. Rd. 46 (Eldon/Mariposa)	0.116	78	\$11,600.00
North St. (Fenelon)	Cambray Rd.	Elm Tree Rd.	0.325	33	\$32,500.00
Odessa Rd.	K.L. Rd. 36 (Fenelon/Ops/Verulam)	K.L. Rd. 36 (Fenelon/Ops/Verulam)	0.34	28	\$34,000.00
Oriole Rd.	West End	Redwing Ave. (Fenelon)	0.082	44	\$8,200.00
Oriole Rd.	Redwing Ave. (Fenelon)	Bass St.	0.23	44	\$23,000.00
Oriole Rd.	K.L. Rd. 8 (Fenelon/Verulam)	North End	0.009	5	\$900.00
Osborne St.	Peace Rd.	South End	0.101	22	\$10,100.00
Oxby Lane	Sadowa Rd.	East End	0.419	6	\$41,900.00
Pine St. (Fenelon)	Elm Tree Rd.	Cambray Rd.	0.211	28	\$21,100.00
Pleasure St.	Glenvale Dr.	East End	0.057	33	\$5,700.00
Pleasure St.	Daytonia Beach Rd.	Glenvale Dr.	0.185	33	\$18,500.00
Pondview St.	Highway #7	South End	0.19	11	\$19,000.00
Raby's Shore Dr.	0.6 Km North of Wood Rd. (Fenelon)	Raby St.	0.495	61	\$49,500.00
Ranch Rd. (Verulam)	Berry Lane	North End	0.216	61	\$21,600.00
Redwing Ave. (Fenelon)	K.L. Rd. 8 (Fenelon/Verulam)	Oriole Rd.	0.059	44	\$5,900.00
Response St.	K.L. Rd. 8 (Fenelon/Verulam)	North End	0.185	22	\$18,500.00
Ridge Dr. (Bexley)	Cedar Ave. (Bexley)	Maple Ave. (Bexley)	1.534	61	\$153,400.00
Ridge Dr. (Bexley)	Bona Vista Dr.	Cedar Ave. (Bexley)	0.466	61	\$46,600.00

Riley Lane	Birch Point Rd (Fenelon)	Birchwood Lane (Fenelon)	0.157	110	\$15,700.00
Robinson Ave.	Hartley Rd.	East End	0.713	222	\$71,300.00
Romany Ranch Rd.	Balsam Grove Rd. (Fenelon)	West End Turnaround	1.333	78	\$133,300.00
Royal Cedar Rd.	Highway #35	Mason Ln.	0.7	20	\$70,000.00
Rush Lake Rd.	K.L. Rd. 41 (Bexley/Laxton)	Greenwood Rd. (Laxton)	0.246	78	\$24,600.00
Sackitt Rd.	South End	Jubbs Shore Rd.	0.168	44	\$16,800.00
Sackitt Rd.	Jubbs Shore Rd.	North End	0.041	44	\$4,100.00
Scenic Hill Rd.	Valley Rd.	Lawson Court (Emily)	0.842	33	\$84,200.00
School Rd. (Fenelon)	Elm Tree Rd.	Omega Rd.	1.345	138	\$134,500.00
School Rd. (Fenelon)	Omega Rd.	Hardwood St.	0.757	83	\$75,700.00
Shadow Lake Rd. #40	Lime St.	North End	0.185	17	\$18,500.00
Silver St. (Fenelon)	Blythe Shore Rd.	West End	0.146	17	\$14,600.00
Smith St. (Eldon)	Newman Dr. (Eldon)	Lorneville Rd.	0.158	78	\$15,800.00
Somerville Centre Rd.	Burnt River Rd.	West End	0.079	33	\$7,900.00
Spring Lane (Dalton)	Spruce Lane	North End	0.1	11	\$10,000.00
Spruce Lane	Rama/Dalton Boundary Rd.	Spring Lane (Dalton)	0.112	22	\$11,200.00
Star Rd.	South Fork Dr.	West End	0.18	30	\$18,000.00
Station Rd. (Mariposa)	Cresswell Rd.	Farmstead Rd.	1.564	100	\$156,400.00
Station Rd. (Somerville)	K.L. Rd. 121 (Fenelon/Somerville/Verulam)	West End	0.13	22	\$13,000.00
Sturgeon Rd. S. (Omeme)	Rutland St. E.	South End	0.08	11	\$8,000.00
Sunrise Rd. (Emily)	Frank Hill Rd.	Boundary Rd. (Emily)	1.053	33	\$105,300.00
Tartan St.	Bridge St.	West End	0.132	17	\$13,200.00
The Avenue	Crego St.	West End	0.306	61	\$30,600.00
Vern Court	Benson Blvd. (Laxton)	North End	0.263	33	\$26,300.00
Wagar Rd.	Admiral Dr.	Gillis St.	0.136	242	\$13,600.00

Warnica Dr.	Highway #35	East End	0.165	82	\$16,500.00
Waterside St.	Alpine St.	Alpine St.	0.21	10	\$21,000.00
Weston Rd.	Glengarry Rd.	East End	0.428	33	\$42,800.00
Whitetail Rd.	Balsam Grove Rd. (Fenelon)	Kagawong Rd.	1.597	144	\$159,700.00
Whitetail Rd.	Kagawong Rd.	Country Lane (Fenelon)	1.356	61	\$135,600.00
Whitetail Rd.	Killarney Bay Rd.	Balsam Grove Rd. (Fenelon)	1.396	221	\$139,600.00
Windmill Rd.	Frank Hill Rd.	West End	0.401	17	\$40,100.00
Woodfield Dr. (Somerville)	Fur Court	East End	0.262	44	\$26,200.00
Woodfield Dr. (Somerville)	Burnt River Rd.	Coronation Dr.	0.119	44	\$11,900.00
Woodfield Dr. (Somerville)	Coronation Dr.	Fur Court	0.38	44	\$38,000.00
Wrenhaven Rd.	Highway #35	McNevan Dr.	1.662	93	\$166,200.00
Wrenhaven Rd.	McNevan Dr.	Lakebreeze Rd. (Fenelon)	0.19	27	\$19,000.00
Wrenhaven Rd.	Lakebreeze Rd. (Fenelon)	Miller Rd. (Fenelon)	0.457	27	\$45,700.00
<b>Total</b>			63.0678		\$6,306,780.00

## Council Report

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**Report Number:** ENG2021-015  
**Meeting Date:** June 15, 2021  
**Title:** Request for All-way Stop – Sturgeon Rd S and Mary St W, Omemee  
**Description:** Request for Traffic Control  
**Author and Title:** Joseph Kelly, Senior Engineering Technician

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### Recommendation(s):

Report ENG2021-015 **Request for All-way Stop – Sturgeon Rd S and Mary St W, Omemee** be received.

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

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

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

## **Background:**

At the Council Meeting of October 20, 2020, Council adopted the following resolution:

### **CW2020-153**

**That** the Memorandum from Councillor Ashmore, regarding the **Implementation of a Four Way Stop at Mary Street and Sturgeon Road South, Omemee** be received;

**That** staff investigate the intersection of Mary Street and Sturgeon Road South to be considered for a four way stop and report back by Q2 2012.

This report addresses that direction. The memorandum can be seen in Appendix A.

Both Sturgeon Rd S and Mary St W are local, low volume roads. Stop controls currently exist at the Sturgeon Rd S approaches. Mary St W from the intersection at Mary St W to the west end has a posted speed limit of 40km/hr. In 2018, in response to a Council memo, staff recommended this speed limit due to the lack of sidewalks on the road segment. The current speed limit of Sturgeon Rd S and the rest of Mary St W is 50km/hr. Council has passed a by-law making the area of Omemee a 40km/hr speed zone area. This will come into effect when the signs are posted.

On May 17, 2021 Staff performed a turning movement count as part of the warrant review for an all way stop at this location. Results of the count can be seen in Appendix B as well as the warrant summary in Appendix C.

## **Rationale:**

### **All-way Stop Warrants:**

The Ontario Traffic Manual (OTM) has two methods to determine if an all-way stop is warranted:

#### **1) All-way Stop Minimum Volume Warrant (Minor Roads)**

The OTM suggests that an All-way stop control may be considered on minor roads where conditions are met for both of the following:

- a) Total hourly vehicular volume on all approaches exceeds 350 for the highest hour recorded; and
- b) Volume split does not exceed 65/45

An all-way stop warrant was performed at the intersection where it was found that total hourly vehicular volume on all approaches for the highest hour was 82 vehicles.

The volume split over an eight-hour period was 233/88 (92/35). This exceeds the 65/35 criteria.

The only condition met is the volume split condition. Therefore, the All-way Stop Minimum Volume Warrant (Minor Roads) is not met (volumes are low enough that the split becomes irrelevant).

## **2) All-way Stop Collision Warrant**

An All-way stop control may be considered on an intersection with a high accident frequency. For the purpose of this warrant, a high accident frequency is an average of four collisions per year over a three-year period.

The intersection has a reported collision average of zero collisions per year over the latest three years of available collision data. Therefore, the All-way Stop Collision Warrant is not met.

### **Traffic by-pass**

The memo from Council mentions that Mary St W is used as a by-pass for Highway 7. Although this was not the case during staff's seven-hour traffic count, it is likely true during select peak times.

The OTM does not recommend an All-way Stop be used to deter through traffic. It is also unlikely that the volume warrant would be met even while accounting for the extra through traffic.

**As a result of the justification review carried out by staff, it is deemed that the intersection of Sturgeon Rd S and Mary St W does not meet the criteria under the OTM to justify an All-way Atop.**

### **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 – Turning Movement Count Results



Adobe Acrobat  
Document

Appendix C – All-way Stop Warrant Summary



Adobe Acrobat  
Document

**Department Head email:** [jandrojas@city.kawarthalakes.on.ca](mailto:jandrojas@city.kawarthalakes.on.ca)

**Department Head:** Juan Rojas, Director of Engineering & Corporate Assets

**Department File:** Engineering and Corporate Assets



## Council Memorandum

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Date: October 6, 2020

To: Committee of the Whole

From: Councillor Ashmore

Re: The Implementation of a Four Way Stop at Mary Street and Sturgeon Road South, Omemee

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### Recommendation

That the Memorandum from Councillor Ashmore, regarding the **Implementation of a Four Way Stop at Mary Street and Sturgeon Road South, Omemee** be received;

That staff investigate the intersection of Mary Street and Sturgeon Road South to be considered for a four way stop and report back in Q2 2021; and

That this recommendation be forwarded to council for consideration.

### Rationale

The intersection of Mary Street and Sturgeon Road South is located in central Omemee. At present, it is a 2 way stop. The north to south traffic are required to stop while the east to west is not required to do so.

Several concerned citizens have expressed a desire to have this converted to a 4-way stop in order to improve the safety of this intersection. This intersection is also used as a traffic by-pass from highway 7 which increases the risk of potential accidents.

Furthermore, a new subdivision is set for construction on Mary Street in the near future and that will increase traffic flow as well.



FIELD SHEET  
 DATE May 17, 2021 LOCATION Sturgeon Rd & Mary St Orem UT  
 WEATHER Overcast ROAD SURFACE CONDITIONS Good TIME FROM 9 TO 4:00

INDICATE NORTH  
 BY ARROW

North leg total (enter + exit): 201  
 North enter: 62  
 North Ped cross: 16

RIGHT

STRAIGHT

Cyclists	0	0	2	1
Heavy	5	3	6	14
Cars	6	10	30	47
Totals	11	13	38	

← ↓ →

LEFT

Cyclist 5  
 Heavy 19  
 Cars 115  
 Total 139

East leg total: 256  
 East enter: 163  
 East Ped cross: 3

RIGHT

STRAIGHT

Cyclists	Heavy	Cars	Total
10	6	18	34
14	6	34	54
0	0	2	2
4	12	54	

RIGHT

Cyclist 4  
 Heavy 15  
 Cars 63  
 Total 82

West Ped: 6  
 West enter: 70  
 West total: 152

Cars 15  
 Heavy 4  
 Cyclists 4  
 Total 23

LEFT

STRAIGHT

Cars	5	14	1	20
Heavy	1	3	0	4
Cyclists	0	2	0	2
Totals	6	19	1	

RIGHT

STRAIGHT

Cars	Heavy	Cyclists	Totals
77	10	3	90
52	9	4	65
3	1	4	8
132	20	11	

LEFT

Cars 76  
 Heavy 12  
 Cyclist 5  
 Total 93

South Ped: 8  
 South Enter: 26  
 South Total: 49

RECORDER

Motor Vehicle Volume Field Sheet

**City of Kawartha Lakes  
All Way Stop Warrants**

Location: Sturgeon Rd and Mary St, Omemee May 17, 2021

<b>Warrant</b>	<b>Description</b>	<b>Arterial/ Collector</b>	<b>Local</b>	<b>Actual Count</b>	<b>Meets Warrant?</b>
Minimum Vehicle Volume	<b>A.</b> Total vehicular volume entering intersection from all approaches to exceed specified amount for each hour of an eight hour period and	500 veh/hr. *	350 Veh for highest hour *	<b>82 veh for highest hour</b>	<b>No</b>
	<b>B.</b> Combined vehicle and pedestrian volume for minor street to average 200 units per hour for eight hour period.	200	N/A		
	<b>C.</b> Average delay for vehicles entering intersection over eight hours.	30 seconds	N/A		
Directional Split	Major/Minor directional split of vehicle entering intersection over eight hours not to exceed.	70/30 *	65/35 4- way 75/25 3- way *	<b>233/88</b>	<b>Yes</b>
Accident Criteria	<b>A.</b> Average reported accidents (susceptible to relief through multi-stop control) per year for a three year period.	4	4	<b>0</b>	<b>No</b>
	<b>B.</b> Adequate trail of less restrictive remedies has failed to reduce accident frequency.				
Interim Measure	All way stops may be used as an interim measure where traffic signals are warranted.				
Sight Distance	All way stops may be used where the minimum sight distance is not achieved.				
Warrant Met?	The warrant is deemed to be met if the minimum vehicle volume AND directional split is met OR the accident criteria is met.				<b>NO</b>
<b>Recommendation:</b>		<b>Only split met, not warranted</b>			

- Minimum Vehicle Volume (Arterial) must be Yes for A, B and C (Just 'A' for local roads)
- Accident Criteria must be Yes for A and B
- Must meet both Minimum Vehicle Volume AND Directional Split, or just Accident Criteria

## Council Report

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**Report Number:** ENG2021-016  
**Meeting Date:** June 15, 2021  
**Title:** Request for Speed Reduction – CKL Rd 48  
**Description:** Request for Traffic Control  
**Author and Title:** Joseph Kelly, Senior Engineering Technician

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### Recommendation(s):

Report ENG2021-016 **Request for Speed Reduction – CKL Rd 48** be received; and

**That** the speed limit of Portage Road (CKL Road 48) from 100m west of Michellview Road to 770m east of Michellview Road be reduced to 60 km/hr;

**That** the Speed Zone By-law be amended to reflect the actual speed zones currently on the road between Kirkfield and 100m west of Michellview Road;

**That** the necessary By-law for the above recommendations be forwarded to Council for adoption; and

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

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

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

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

## **Background:**

At the Council Meeting of October 20, 2020, Council adopted the following resolution:

### **CR2020-298**

**That** the petition received from Joslyn Higginson, **regarding Highway 48 Speed Limit and Parking at the Causeway** be received and referred to Staff for review and report back by end of Q2, 2021

This report addresses that direction. The petition can be seen in Appendix A.

CKL Rd 48 (Portage Road) from the limits of Kirkfield to beyond Mitchellview Road is a rural, arterial road experiencing an estimated annual average daily traffic (AADT) of 3,374 vehicles. The road is designed like most former county roads with appropriate lane and shoulder widths, up until the causeway just beyond Mitchellview Road where the shoulders narrow.

Where the shoulders narrow at the causeway, parking is prohibited and signed as such.

There is a discrepancy between the speed limits as laid out in the Speed By-law and the speed limits as posted on the road. On the road, the speed limit is 50 km/hr while leaving Kirkfield easterly, for 600m of vacant land followed by 250m of 60 km/hr, into a 80 km/hr zone for about 850m including the Mitchellview Road intersection and the causeway, then becoming 60 km/hr again when entering the island with residential development near North Taylor Road.

It is believed that the intent of the speed by-law was to have only a 250m transition of 60 km/hr from Kirkfield proper. A key map showing the speed limit on the road and via by-law can be seen in Appendix B.

## **Rationale:**

In consultations with the Manager of Municipal Law Enforcement, it was advised that an extension of the parking prohibition past Mitchellview Road could be supported only if there are safety reasons to do so. Engineering staff advise that the shoulder width is similar to shoulder widths on other arterial rural roads and sees the request as a way to deter fishing off the causeway. This is beyond the scope of this report and staff noted that Council has requested a report regarding fishing from bridges. Parking issues beyond the bridge/causeway should be discussed there.

It is recommended that the speed limit discrepancies between the road signage and the by-law be reconciled by either:

### **Option 1**

Move the signs to reflect that of the by-law. This would lead to greater compliance with the speed limit, since there would not be a 50 km/hr zone over vacant rural land. However, this would extend the 80 km/hr zone further and do nothing to address the issues of the petition.

### **Option 2**

Amend the Speed By-law to bring the current signed speed limits on the road into effect. The 850m 80 km/hr zone between the current 60 km/hr zones does not meet the recommended minimum distance for a rural speed zone and can be confusing to drivers thereby increasing conflict potential. Therefore, this option would include reducing the speed limit in that section to 60 km/hr and satisfying the request in the petition.

Option 2 is the preferred solution, as it keeps what has historically been there, while removing a speed zone that was too short. This minimizes potential driver confusion.

Staff does not recommend a do-nothing approach.

**As a result of the justification review carried out by staff, it is recommended that the 80 km/hr speed limit of CKL Road 48 (Portage Road) between the two 60 km/hr zones 100m west of Michellview Road and 770m east of Michellview Road be reduced to 60 km/hr. It is recommended that the Speed By-law be amended to reflect that change and the current speed signage on the road from Kirkfield to North Taylor Road.**

### **Other Alternatives Considered:**

Option 1 as outlined is not the preferred solution.

### **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:**

Cost of installing new speed signs

### **Consultations:**

Manager of Municipal Law Enforcement

**Attachments:**

Appendix A – Petition



Adobe Acrobat  
Document

Appendix B – Key Map



Adobe Acrobat  
Document

**Department Head email:** [irojas@city.kawarthalakes.on.ca](mailto:irojas@city.kawarthalakes.on.ca)

**Department Head:** Juan Rojas, Director of Engineering & Corporate Assets

**Department File:** Engineering

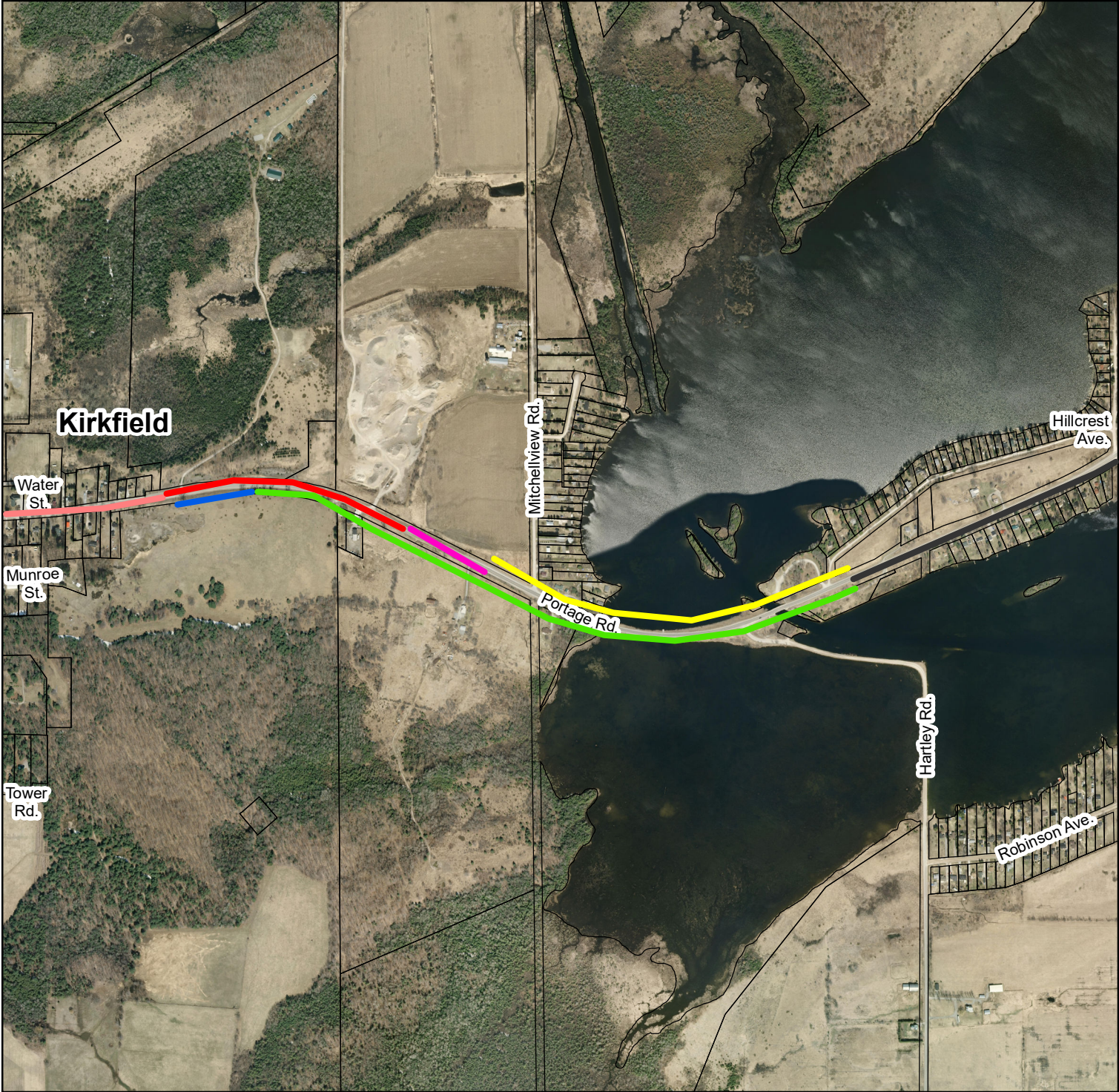
PETITION TO CITY OF KAWARTHA LAKES  
Highway 48 Speed Limit and Parking at Causeway

We, the residents of Kirkfield on Highway 48, Sapphire Lane and Mitchellview Rd. would like the speed limit over the causeway (crossing Mitchell Lake between Coboconk and Kirkfield), reduced to 50 km/h, for reasons of safety and visibility. The speed limit immediately before and immediately after the causeway is 50-60 km/h. We are also requesting that "No Parking" signs be posted on the shoulders at the residential (Kirkfield) end of the causeway; presently, cars are parking to fish off the causeway, causing a hazard due to poor visibility, and also leaving litter and debris behind.

NAME	ADDRESS	CONTACT EMAIL OR PHONE	SIGNATURE
STACEY & CAROL TEEL			[Signature]
BOB & NANCY HEALE			[Signature]
Margarete Kasper			[Signature]
VERNE BRINSMAAN			[Signature]
LYNN RICHARDSON			[Signature]
STEVE TOT			[Signature]
Paul Hickling			[Signature]
JANE SMYTH			[Signature]
Grant Smyth			[Signature]
BRIAN CLUMPS			[Signature]
FRED CLUMPS			[Signature]
Mrs. Marbur			[Signature]
ANDREW McDERMID			[Signature]
Mary McDermid			[Signature]
FRANK VETRO			[Signature]
JOSLYN HIGGINSON			[Signature]



# CKL Rd 48 (Portage Rd) Speed Reduction Request

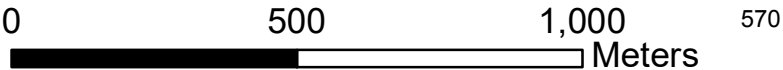


Speed Zones as per Speed By-law

- 50 Zone
- 60 Zone
- 80 Zone

Speed Zones as per Actual Signed Conditions

- 50 Zone
- 60 Zone
- 80 Zone (Requested 60)





## Council Report

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**Report Number:** HS2021-004

**Meeting Date:** June 15, 2021

**Title:** **Community Pandemic Recovery Fund: Round Two Grants**

**Author and Title:** Rod Sutherland, Director of Human Services

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

**That** Report HS2021-004, **Community Pandemic Recovery Fund: Round Two Grants**, be received; and

**That** the balance of \$6,642.48 in City Contingency Reserve funds allocated to the Community Pandemic Recovery Fund but not awarded, be returned to the Contingency Reserve.

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

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

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

## **Background:**

The Community Pandemic Recovery Fund (CPRF) was established by Council in January 2021. The first round of applications were received in February and March with a total of 245,169.30 being awarded.

Council passed the following resolution on April 20, 2021:

**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.

The application process for the second round of CPRF, to address the direction in the third paragraph of the above resolution, was open from April 28<sup>th</sup> to May 14<sup>th</sup>, 2021. Communications for the fund were shared through various City media channels including the City website, engagement website ([jumpinkawathalakes.ca](http://jumpinkawathalakes.ca)), media releases and social media. The Application form and details were distributed to multiple community agency networks and distribution lists.

## **Rationale:**

A total of six (6) applications were submitted.

Through the Terms of Reference, the CPRF Evaluation Committee was delegated the decision-making authority for the funds with staff reporting back to Council with the funding decisions.

The Evaluation Committee (four of the five appointed members) met on May 28, 2021 to review the submissions. The total amount requested from the eligible applications was \$42,500. All six applications were approved.

Table 1 below lists the applications that were received, in alphabetical order, as well as a very high level description of the program or service and the funding request.

**Table 1: Summary of Applications**

<b>Applicant</b>	<b>Project</b>	<b>Amount Requested</b>	<b>Amount Awarded</b>
Dunsford Community Centre	Maintaining operating costs for the Community Centre.	7,500.00	7,500.00
Globus Theatre	Community Outreach Work that goes beyond regular activities.	7,500.00	7,500.00
John Howard Society of Kawartha Lakes and Haliburton	Support the Partner Assault Response program during the pandemic (specifically outside Lindsay).	5,000.00	5,000.00
Maryboro Lodge: Fenelon Falls Museum	Support operating costs for the organization, including online programs.	7,500.00	7,500.00
Ottawa-Huron Tract History Association	Adapt programming for online access and delivery.	7,500.00	7,500.00
The Kinsmen Club of Lindsay Foundation	Support continuing operations to benefit families and children (specifically outside Lindsay).	7,500.00	7,500.00
<b>Total Requests</b>		<b>42,500</b>	<b>42,500</b>

The total funding awarded by the Evaluation Committee was \$42,500 from the City's Contingency Reserve allocation. Written notification of the decision was sent to all applicants during the week of May 31<sup>st</sup> and funding letters are being executed with successful applicants to flow funds as soon as possible.

The Evaluation Committee passed the following resolution regarding the balance of the City's Contingency Reserve that was not allocated through the CPRF:

**That** the balance of City Reserve allocation to the CPRF funds not awarded (\$6,662.48) under the Community Pandemic Recovery Fund be returned to the City Reserve.

### **Alignment to Strategic Priorities**

The Community Pandemic Recovery Task Force and the CPRF both relate directly to the Exceptional Quality of Life and Vibrant and Growing Economy priorities by supporting overall community well-being and health.

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

The allocation of \$42,500 from the Contingency Reserve is consistent with Council's designation of a portion of that Reserve to support Pandemic recovery.

### **Consultations:**

Community Pandemic Recovery Fund Evaluation Committee

**Department Head email:** [rsutherland@kawarthalakes.ca](mailto:rsutherland@kawarthalakes.ca)

**Department Head:** Rod Sutherland, Director

## Council Report

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**Report Number:** HH2021-004  
**Meeting Date:** June 15, 2021  
**Title:** Affordable Housing Target Program  
Recommendations  
**Description:** Steering Committee Recommendations for Intake  
CKL2021-01  
**Author and Title:** Michelle Corley, Human Services Manger, Housing

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### Recommendation(s):

**That** Report HH2021-004, **Affordable Housing Target Program Recommendations**, be received; and

**That** subject to the necessary by-law and agreement being forwarded to council for approval, and the successful completion of such planning and development processes as may be required, the recommended application received through the Affordable Housing Target Program, Intake CKL2021-001, providing a total of 1 affordable rental units in the City of Kawartha Lakes, as described in Report HH2021-004, be supported; and

**That** the municipal incentives identified in Table 1 of Report HH2021-004 be approved; and

**That** the Director of Human Services and the Human Services Manager, Housing be authorized to execute necessary agreements to provide the incentives to these projects.

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

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

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

## **Background:**

The Affordable Housing Target Program (AHTP) offers an opportunity for interested proponents to submit an application to apply for funding and incentives to create affordable housing units that will assist the City in achieving targets established in the 2020-2029 Housing & Homelessness Plan, CKL Report HH2019-010 – 2020-2029 Housing and Homelessness Plan.

The Affordable Housing Incentives Policy (CP2019-0004) was approved by Council on November 19, 2019, and amended December 15, 2020.

Proponents looking to create affordable housing can seek funding, incentives or policy support by applying through the AHTP. Applications are reviewed with a technical team consisting of various municipal staff. Comments from the technical team are gathered for the AHTP Steering Committee. The Steering Committee, made up of senior municipal staff, then have an opportunity to review each application based on its individual merit and make recommendations to council(s).

This report includes an application received and recommended by the Kawartha Lakes Steering Committees for the second intake of this program. The recommendations of the report are specific to those incentives which will be provided by the City of Kawartha Lakes.

The Service Manager is also the recipient of, and responsible for, any federal and/or provincial affordable housing funding. Funding recommended from the Ontario Priorities Housing Initiative (OHPI), Ontario Renovates Component, has no net financial impact to the City as it is fully funded with provincial grants.

## **Rationale:**

Table 1 below is the summary of the recommended AHTP application for City incentives or support received during the most recent intake for the program (CKL 2021-001). Following the table is a description of the recommended project. Some municipal incentive values will be estimates based on information available at this time. Every effort is made to firm up these estimates as agreements are executed.

<b>Table 1: Recommended Municipal Incentives from City of Kawartha Lakes</b>				
<b>Proponent Name / Municipality</b>	<b>Program</b>	<b>Incentive / Method</b>	<b>Estimated Incentive Value</b>	<b>Number of Affordable Units</b>
D. Englestad	Secondary Suite / Additional Residential Unit	Building Permit Fee waiver	\$1,000	1
		Additional Residential Unit Registration Fee waiver	\$142	
		Capital Interest Free Forgivable Loan: OPHI	\$25,000	

This above project will create one two-bedroom secondary unit in a residential home located in Fenelon Falls. The unit will be rented at 80% of the local average market rent to a low to moderate income household. The market rent and household income will meet the City's definition of affordable housing. The unit will be made affordable for a period of 15 years.

The proponent and project is geographically located in the City of Kawartha Lakes. This project has undergone a detailed review by the City's technical team and the municipal incentives in Table 1 are being recommended to Kawartha Lakes Council by the City's Steering Committee.

In addition to the above noted incentives, the proponent also requested a waiver of landfill tipping fees and property tax deferral for the increase in property taxes based on the anticipated increased assessed property value as a result of creating this additional residential unit. At the time this application was brought to the City's Steering Committee no directives or policies were in place to support this request. City staff are currently beginning the process to establish further directives and policies to support the available incentives outlined in CKL Council Policy CP2019-004. These additional requested incentives related to this application may be brought to Council for approval once these directives and policies are established.

### **Alignment to Strategic Priorities:**

This report aligns to the Exceptional Quality of Life strategic priority. It contributes directly to the goal of:

- Continuing to encourage mixed development, with a focus on affordable, attainable and purpose built housing.

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

The capital interest free forgivable loan for the secondary suite unit will be funded through the Service Managers allocation of OPHI. The City receives an annual OPHI allocation in its role as Service Manager for the service area (City and County). This project recommended for funding within this report will be provided through the Year 3 (2021-2022) allocation.

The other incentives being provided to further support the creation of this secondary suite, such as the fee waivers, do not have an associated direct net expense.

### **Consultations:**

City of Kawartha Lakes AHTP Steering Committee  
Treasurer

**Department Head email: [rsutherland@kawarthalakes.ca](mailto:rsutherland@kawarthalakes.ca)**

**Department Head: Rod Sutherland, Director, Human Services**



# Legalize Tiny Houses in the City of Kawartha Lakes (submitted by: Peter Wallace)

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## SURVEY RESPONSE REPORT

17 June 2019 - 06 June 2021

### PROJECT NAME:

Online Petitions

**Petition Request:** We the undersigned, petition the Council of the City of Kawartha Lakes to legalize the construction and full time occupancy of tiny homes, both on foundations and on wheels, in our community through modification of existing zoning by-laws. We further ask that tiny homes be permitted as both secondary dwellings on properties with existing residential homes and as primary dwellings on vacant land.

**Petition Background:** This petition calls for the legalization of tiny homes for both construction and year round occupancy in the City of Kawartha Lakes. For further information on tiny homes please refer to the Government of Ontario website link below. <https://www.ontario.ca/document/build-or-buy-tiny-home> Summary of concerns prompting this petition:

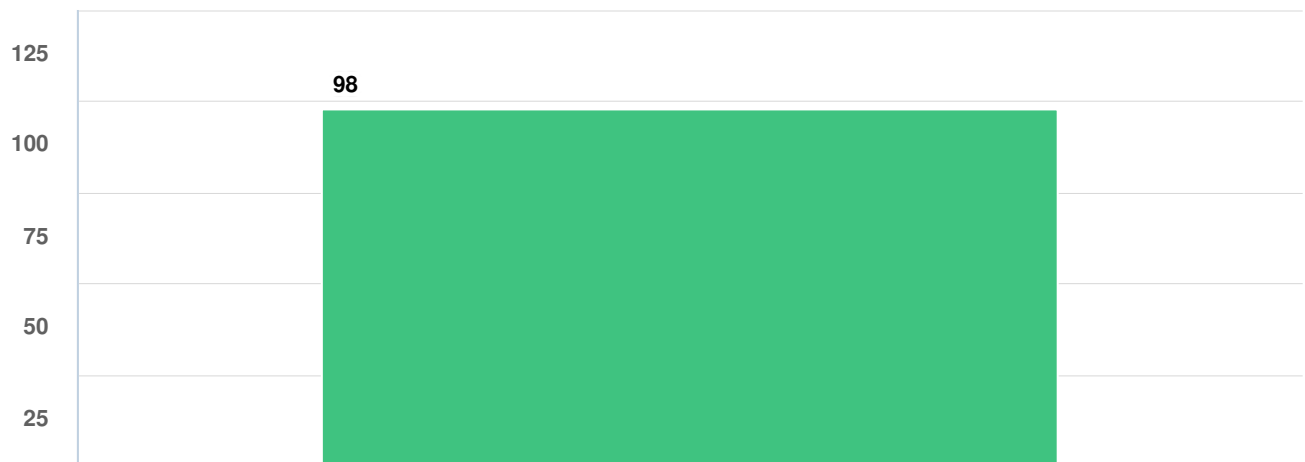
- We are in the middle of a housing crisis and homeownership is no longer an obtainable goal for a significant portion of the population.
- The inability for many to achieve home ownership is eroding the middle class.
- Tiny homes will never be the entire solution, but they offer a meaningful option for those interested in this form of living.
- Tiny homes should exist as a legal option for those that want to build them safely.
- Municipalities can benefit from the increased tax revenues by allowing tiny homes as accessory dwellings or on their own.
- An infusion of young adults in the community, a welcome boost to the local economy for any town with an aging population.
- Increased access to affordable housing options particularly for single people or “empty nesters” who do not require a traditional family size home.
- Increased supply of rental housing in the community.

**Petition Organizer:** Peter Wallace of Lindsay

**Petition Disclaimer:** The City of Kawartha Lakes does not support, endorse or detract from the Petition Request above until a formal resolution regarding this matter is adopted by City Council. The City of Kawartha Lakes also cannot attest to the factual accuracy of the background material, as it has been solely provided by the Petition Organizer.

# SURVEY QUESTIONS

**Q1** Signatories to a petition waive any expectation of privacy as a result of the petition being created for review by City Co...



**Question options**

- ☒ I understand and agree.

*Mandatory Question (98 response(s))*

*Question type: Checkbox Question*

## Memo

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**Date: Tuesday, June 15, 2021**

**To: Council**

**From: Craig Shanks, Director of Community Services**

**Re: Kirkfield Free Little Pantry Food Security Request**

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### **Kirkfield Free Little Pantry Food Security Request**

At the City of Kawartha Lakes June 1<sup>st</sup> Committee of the Whole meeting the following resolutions were endorsed;

**CW2021-149**

**That** the deputation of Maggie Upton and Marina Hodson, regarding the Placement of a Little Food Pantry at the Kirkfield Library, be received; and,  
**That** the Placement of a Little Food Pantry at the Kirkfield Library be referred to staff for review and report back, through a Memorandum, at the June 15, 2021 Regular Council Meeting; and,  
**That** this recommendation be brought forward to Council for consideration at the next Regular Council.

The following is a brief synopsis of the request. The City of Kawartha Lakes has been requested to join their collaborative community partnership to help feed hungry people in Kawartha Lakes. They have chosen Kirkfield and surrounding communities to initiate a pilot project and they are asking the City to provide the space that will allow the placement of a Free Little Food Pantry at the Kirkfield Library.

There are successful examples of Public Libraries hosting free Little Food Pantry's in Ontario. One at the Kirkfield Library would be an opportunity to reach out, and help feed seniors, adults and children who live in poverty and are currently hungry in this northern region. Transportation to acquire even the most basic food is often a barrier, as is availability. It is evident there is a greater need in the more rural areas for such an outreach program, as they do not have the same resources that larger centers enjoy. The privacy and flexibility provided by a Free Little Food Pantry set up after hours, allows those in need to maintain a level of dignity, along with anonymity, not offered when using social services. This is an important element to consider, when a large majority of potential patrons will be seniors, who through social conditioning, find it harder to ask for help when it comes to their personal basic needs. Their goal is to enhance the work already being done by area foodbanks, and local senior services, by providing a more user-friendly method of sharing food and personal care items, to increase food security.



The Free Little Food Pantry would also create an opportunity for local residents to actively and safely, socially engage in kindness and sharing by donating/stocking the pantry. Those of us who can do this are always looking for ways to participate in positive social change in our communities. This is true even more so, with Covid-19 and the reality of increased poverty and hunger this virus has brought to us here locally and around the world.

Kirkfield Library has a proud history of supporting food security initiatives, including public education through the *Plant a Row, Grow a Row* program, supporting food collection for the *Woodville Eldon Food Bank*, the *Kirkfield Library Food Culture Garden*, etc.

The proposal is a space for an outdoor Free Little Food Pantry that could be up against the west wall, providing a well-lit but dignified space for people to have the safe option of picking up food after hours, providing privacy and dignity. Partnership discussions will be continually built into the work plan to collectively assess outcomes.

They bring long standing coordination experience of leading programs that feed local residents who live in poverty and are hungry. They work collaboratively with private sector, multi-sector non-profit agencies and Kawartha Lakes municipal partners, creating capacity building service provision to help the City of Kawartha Lakes meet some of the goals of its Poverty Reduction Strategies, and as citizens residing in this area. All costs and maintenance for the project would be assumed by the Food Security Group. This initiative will further enhance all of those goals.

The City of Kawartha Lakes and Haliburton County Poverty Reduction Roundtable and the Food Security Working Group of the Kawartha Lakes Food Coalition support this proposal. The Kawartha Lakes Library Board has already endorsed this proposal and the use of the Kirkfield Library site.

With this in mind staff support the concept for this use and partnership and recommend the following;

- That** the memorandum from Director Shanks, dated June 15, 2021, regarding a request to establish a free outdoor food pantry in Kirkfield, be received; and
- That** the Placement of a Little Food Pantry on the Kirkfield Library property be endorsed; and,
- That** staff work with the Food Security Group of Kawartha Lakes to implement this project for the summer of 2021.

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

## **By-Law 2021-**

### **A By-law to Stop Up and Close Part of Gilson Street on Plan 343 Except Part 2 on Plan 57R-929; Part of Lot 5, Concession A, being Part 1 57R-929; S/T R407182, R256369, R373813 & R373140, in the Geographic Township of Mariposa, City of Kawartha Lakes, designated as Parts 1 and 2 on Plan 57R-9063 and to Authorize the Sale of Land to the Abutting Landowners**

#### **Recitals**

1. Pursuant to the Municipal Act, 2001, Council is empowered to stop up, close, and sell any part of a highway under its jurisdiction.
2. The land described in Schedule A forms part of Gilson Street and has been declared to be surplus to municipal needs.
3. It is desirable to stop up and close that part of the road allowance described in Schedule A and to authorize the sale of land to the abutting landowners.
4. The requirement to provide notice of City Council's intention to pass this by-law was waived by CR\_\_\_\_\_.
5. The proposed by-law came before Council for consideration at its regular meeting on the 15<sup>th</sup> day of June, 2021 at 1:00 p.m. and at that time no person objected to the proposed by-law, nor claimed that his land would be prejudicially affected.
6. The sale of this land was approved by Council on the 15<sup>th</sup> day of June, 2021 by the adoption of Report RS2021-021 by CR\_\_\_\_\_.

**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:**

(a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.

(b) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

**1.03 Statutes:** References to laws in this by-law are meant to refer to the statutes, as amended from time to time, which are applicable within the Province of Ontario.

**1.04 Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

**Section 2.00: Road Closure and Sale**

**2.01 Closure and Sale:** That part of the road allowance described in Schedule A attached to this by-law has been declared to be surplus to municipal needs and is hereby stopped up, closed, and authorized to be sold to the abutting landowners for nominal consideration, plus HST, if applicable, plus the costs of the reference plan, advertising, registrations, City staff time expense, legal fees and disbursements, and any other costs incurred by the City in connection to this transaction.

**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 and has been deposited on title in the Registry Office for the Registry Division of Victoria (No. 57).

By-law read a first, second and third time, and finally passed, this 15<sup>th</sup> day of June, 2021.

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Andy Letham, Mayor

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Cathie Ritchie, City Clerk



## **Schedule A**

### **Description of Land to be Stopped Up, Closed, and Conveyed to the Abutting Landowners**

Part of Gilson Street on Plan 343 Except Part 2 on Plan 57R-929; Part of Lot 5, Concession A, being Part 1 57R-929; S/T R407182, R256369, R373813 & R373140, in the Geographic Township of Mariposa, City of Kawartha Lakes, designated as Parts 1 and 2 on Plan 57R-9063

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

## **By-Law 2021-**

### **A By-law to Deem Part of a Plan of Subdivision, Previously Registered for Lands Within the City of Kawartha Lakes, Not to be a Registered Plan of Subdivision in Accordance with the Planning Act, Described as Parcel 9-1, Section 57M764; Lot 9 on Plan 57M764, in the Geographic Township of Mariposa, City of Kawartha Lakes, being PIN: 63195-0134 (LT)**

File L25-20-RS004, Report RS2021-021, respecting Lot 9 on Plan 57M764  
(Gilson Street, Little Britain)

#### **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 Subsections 50(3) of the Planning Act, R.S.O. 1990, c.P.13.
2. Council has been requested to pass a deeming By-Law for the land described in section 2.01 in order to ensure that the portion of road allowance to be purchased by the property owner merges with the subject property.
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 of the land described in Section 2.01.
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: 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: Details**

- 2.01 **Property Affected:** The Property affected by this By-Law is legally described as Parcel 9-1, Section 57M764; Lot 9 on Plan 57M764, in the Geographic Township of Mariposa, City of Kawartha Lakes, being PIN: 63195-0134 (LT).
- 2.02 **Deeming Provision:** The Property is deemed not to be part of a Registered Plan of Subdivision for the purposes of Subsection 50(3) of the Planning Act, R.S.O. 1990, c.P.13.

## **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, 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 15<sup>th</sup> day of June, 2021.

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Andy Letham, Mayor

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Cathie Ritchie, City Clerk

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

## **By-Law 2021-**

**A By-law to Deem Part of a Plan of Subdivision, Previously Registered for Lands Within the City of Kawartha Lakes, Not to be a Registered Plan of Subdivision in Accordance with the Planning Act, Described as Parcel 10-1, Section 57M764; Lot 10 on Plan 57M764; Subject to an Easement in Gross over Part 9 on Plan 57R-9777 as in KL45996, in the Geographic Township of Mariposa, City of Kawartha Lakes, being PIN: 63195-0133 (LT)**

File L25-20-RS004, Report RS2021-021, respecting 92 Gilson Street, Little Britain

### **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 Subsections 50(3) of the Planning Act, R.S.O. 1990, c.P.13.
2. Council has been requested to pass a deeming By-Law for the land described in section 2.01 in order to ensure that the portion of road allowance to be purchased by the property owner merges with the subject property.
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 of the land described in Section 2.01.
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: 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, which are applicable within the Province of Ontario.
- 1.04 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

## **Section 2.00: Details**

- 2.01 **Property Affected:** The Property affected by this By-Law is legally described as Parcel 10-1, Section 57M764; Lot 10 on Plan 57M764; Subject to an Easement in Gross over Part 9 on Plan 57R-9777 as in KL45996, in the Geographic Township of Mariposa, City of Kawartha Lakes, being PIN: 63195-0133 (LT).
- 2.02 **Deeming Provision:** The Property is deemed not to be part of a Registered Plan of Subdivision for the purposes of Subsection 50(3) of the Planning Act, R.S.O. 1990, c.P.13.

## **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, 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 15<sup>th</sup> day of June, 2021.

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Andy Letham, Mayor

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Cathie Ritchie, City Clerk

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

## **By-Law 2021-**

### **A By-law to Authorize the Acquisition of Part of Lot 96 on Plan 25 as in R183217, in the Geographic Village of Fenelon Falls, City of Kawartha Lakes, designated as Part 6 on Plan 57R-10823**

53 Lindsay Street, Fenelon Falls

#### **Recitals**

1. The acquisition of Part of Lot 96 on Plan 25 as in R183217, in the Geographic Village of Fenelon Falls, City of Kawartha Lakes, designated as Part 6 on Plan 57R-10823, was approved by City Council on November 15, 2016 by CR2016-1007.

**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, which are applicable within the Province of Ontario.
- 1.04 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

## **Section 2.00: Acquisition of Land**

- 2.01 **Acquisition:** The parcel of land, more particularly described as Part of Lot 96 on Plan 25 as in R183217, in the Geographic Village of Fenelon Falls, City of Kawartha Lakes, designated as Part 6 on Plan 57R-10823, be acquired by the City of Kawartha Lakes for \$2,971.50, plus all costs associated with the transaction, including the vendor's legal fees to a maximum of \$2,000.00 (inclusive of HST).

## **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 15<sup>th</sup> day of June, 2021.

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Andy Letham, Mayor

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Cathie Ritchie, City Clerk

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

## **By-Law 2021-**

### **A By-law to Authorize the Acquisition of Part of Lot 83 and Part of Lot 84 on Plan 25 as in R368772, in the Geographic Village of Fenelon Falls, City of Kawartha Lakes, designated as Part 27 on Plan 57R-10823**

143 Lindsay Street, Fenelon Falls

#### **Recitals**

1. The acquisition of Part of Lot 83 and Part of Lot 84 on Plan 25 as in R368772, in the Geographic Village of Fenelon Falls, City of Kawartha Lakes, designated as Part 27 on Plan 57R-10823, was approved by City Council on November 15, 2016 by CR2016-1007.

**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, which are applicable within the Province of Ontario.

- 1.04 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.



## **Section 2.00: Acquisition of Land**

- 2.01 **Acquisition:** The parcel of land, more particularly described as Part of Lot 83 and Part of Lot 84 on Plan 25 as in R368772, in the Geographic Village of Fenelon Falls, City of Kawartha Lakes, designated as Part 27 on Plan 57R-10823, be acquired by the City of Kawartha Lakes for \$4,468.17, plus all costs associated with the transaction, including the vendor's legal fees to a maximum of \$2,000.00 (inclusive of HST).

## **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 15<sup>th</sup> day of June, 2021.

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Andy Letham, Mayor

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Cathie Ritchie, City Clerk

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

## **By-Law 2021-XXX**

### **A By-Law to Authorize Entering into a Municipal Housing Facilities Agreement with Helen Bates**

In its role as Service Manager for both Kawartha Lakes and the County of Haliburton and in respect of the municipal incentives relating to **13004 County Rd 503 Tory Hill, ON, K0L 2Y0** a one unit housing project to be funded pursuant to the Affordable Housing Targets Program (AHTP)

#### **Recitals**

1. The City of Kawartha Lakes is the Service Manager and is authorized to operate and manage housing as well as establish, fund and administer programs for the provision of residential accommodation in its service area under the Housing Services Act, 2011, as amended.
2. The Municipal Act, S.O. 2001, c.25, Section 107, as amended, allows municipalities to give grants or aid, on such terms as to security and otherwise that council considers to be in the interest of the municipality.
3. The Municipal Act, Section 110, as amended, allows among other things municipalities to enter into agreements for the provision of municipal facilities by any person and offer tax exemptions and development charge exemptions.
4. Ontario Regulation 603/06, as amended, made under the Municipal Act allows the council of a municipality to enter into an agreement under subsection 110(1) of the Municipal Act for the provision of a variety of enumerated classes of municipal capital facilities.
5. One of those enumerated classes is municipal housing project facilities.
6. Ontario Regulation 603/06, as amended, requires that before a By-law authorizing an agreement respecting municipal housing project facilities is enacted, the municipality must enter into a municipal housing facilities By-law, which must comply with requirements set out in that Regulation;
7. By-law Number 2018-057 of the Corporation of the City of Kawartha Lakes providing for municipal housing project facilities was enacted on the 10th day of April, 2018;
8. Section 2 of By-law 2018-057 permits the Corporation to enter into municipal housing project facilities agreements with housing service providers;
9. Council is desirous of entering into an agreement for the provision of municipal housing facilities with **Helen Bates** in respect of the property located at **13004 County Rd 503 Tory Hill, ON, K0L 2Y0**, being a municipal housing project facility.

**Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-Law 2021-XXX.**

## **Section 1.00: Definitions and Interpretation**

### **1.01 Definitions:** In this by-law,

**“City”, “City of Kawartha Lakes” or “Kawartha Lakes”** means The Corporation of the City of Kawartha Lakes and includes its entire geographic area;

**“City Clerk”** means the person appointed by Council to carry out the duties of the clerk described in section 228 of the Municipal Act, 2001;

**“Council” or “City Council”** means the municipal council for the City;

**“Director of Human Services”** means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council.

### **1.02 Interpretation Rules:**

(a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.

(b) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

### **1.03 Statutes:** References to laws in this by-law are meant to refer to the statutes, as amended from time to time, that are applicable within the Province of Ontario.

### **1.04 Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

## **Section 2.00: Agreement**

### **2.01 Agreement:** The Corporation of the City of Kawartha Lakes is authorized to enter into agreements under subsection 110(1) of the Municipal Act with **Helen Bates** for the provision of a municipal housing project facility located at **13004 County Rd 503 Tory Hill, ON, K0L 2Y0** for **one** affordable dwelling unit(s).

## **Section 3.00: Approvals**

### **3.01 Approvals:** The Municipal Housing Facilities Agreement substantially in the form appended to this By-law as Schedule “A” is approved.

### **3.02 Authorization:** The Mayor and Clerk are authorized and directed to sign the Municipal Housing Facilities Agreement substantially in the form appended to this By-law as Schedule “A”, and to affix the City’s corporate seal to them with such modifications and amendments as the Mayor and Clerk deem necessary or advisable and the Mayor and Clerk are further authorized to execute and deliver any and all documents contemplated by or required in connection with the Municipal Housing Facilities Agreement,

and to affix the City's corporate seal to them, with such modifications and amendments as the Mayor and Clerk deem necessary or advisable.

#### **Section 4.00: Administration and Effective Date**

- 4.01 **Administration of the By-law:** The Director of Human Services is responsible for the administration of this by-law.
- 4.02 **Effective Date:** This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this 15th day of June, 2021.

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Andy Letham, Mayor

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Cathie Ritchie, City Clerk



20210603 MHFA -  
Helen Bates.pdf

**This Municipal Housing Project Facilities Agreement made  
this \_\_\_\_ day of \_\_\_\_\_, 2021 for the Affordable Housing Target Program**

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

(the “City”)

-and-

**Helen Bates**

(the “Housing Provider”)

**WHEREAS** the City of Kawartha Lakes as Service Manager (SM) under the Housing Services Act, 2011 (the Act), is required to establish and administer local policies, rules and procedures for housing and homelessness programs and services within its applicable service area, which includes the City of Kawartha Lakes (Kawartha Lakes) and the County of Haliburton (the County).

**AND WHEREAS** the City of Kawartha Lakes has established The Affordable Housing Targets Program (AHTP or the “Program”) to achieve affordable housing targets within Kawartha Lakes and the County to achieve the goals of the 2020-2029 Housing and Homelessness plan and other related strategic plans.

**AND WHEREAS** the Program is comprised of several components, being the New Rental Development Program (AHTP-NRDP), the New Home Development Program (AHTP-NHDP), the Rent Supplement Program (AHTP-RSP), the Secondary Suite Program (AHTP-SSP) and the Multi Unit Rehabilitation Program New Rental Development Program (AHTP-MURP).

**AND WHEREAS** pursuant to By-law 2006-262, as amended by By-law 2018-057 (hereinafter referred to as the “Housing Facilities By-law”), Council for the City of Kawartha Lakes was provided authority to pass by-laws permitting the City to enter into municipal housing project facilities agreements with housing providers pursuant to subsection 110 (1) of the *Municipal Act*, S.O. 2001, c.25 and its regulations (and specifically Ontario Regulation 603/06, as amended) for the provision of municipal housing project facilities;

**AND WHEREAS** the Housing Provider has agreed to provide a municipal housing facility as part of the AHTP-SSP Program at 13004 County Road 503, Tory Hill, Ontario (the “Property”) pursuant to section 110 of the *Municipal Act*, S.O. 2001, c.25, as amended and its regulations (the “*Municipal Act*”) and the Housing Facilities By-law;

**AND WHEREAS** Council wishes to passed a by-law concurrently with this Agreement, permitting the City to enter into this Agreement, being a municipal housing project facilities agreement and to provide financial contributions to the Housing Provider;

**NOW THEREFORE** in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

**Term**

1. The term of this Agreement shall commence upon execution of this Agreement and terminate immediately following the conclusion of the eligibility period, being fifteen (15) years from the date of occupancy of the last of the units of the Project to be provided in accordance with this Agreement.

**Definitions**

- 2.(1) Words and phrases used in this Agreement shall have the same meaning as set out in Schedule “A” of Housing Facilities By-law, unless otherwise defined in this Agreement.
- (2) The following words and phrases used in this Agreement shall have the following meanings:

“Affordable Housing Unit” means in respect of the units in the Project,

- (a) Ownership housing with a purchase price resulting in annual accommodation costs not exceeding 30% of the gross annual household income of the lowest 60% of households within the service area or is at least 10% below the average resale price of a housing unit within the service area, whichever is the lesser,
- (b) Rental housing with a rental rate not exceeding 30% of the gross annual household income of the lowest 60% of renter households within the service area, or is at or below the average rental rate within the service area, whichever is the lesser.

“Affordable Housing Target Program ” or “AHTP” means the City of Kawartha Lakes Affordable Housing Target Program which includes, among other things, the New Rental Development Program (AHTP-NRDP), the New Home Development Program (AHTP-NHDP), the Rent Supplement Program (AHTP-RSP), the Secondary Suite Program (AHTP-SSP) and the Multi Unit Rehabilitation Program New Rental Development Program (AHTP-MURNRDP) and any and all guidelines, rules, directives, orders and/or policies issued by the City in connection therewith, including without limitation, the directives set out in Schedule “C” to this Agreement.

“Agreement” means this Municipal Housing Project Facilities Agreement.

“auditor” means a public accountant as defined in the *Public Accountancy Act*, R.S.O. 1990, c.P.37, as amended, who performs an audit function pursuant to this Agreement.

“directives” or “Directives” shall mean those directives issued in writing from time to time by the City regarding the Project and/or the AHTP.

“eligibility criteria” means the criteria set out in the definition of low to moderate income households.

“fiscal year” means the fiscal year of the Housing Provider that is a period of twelve (12) consecutive months commencing on the first day of January and ending on the last day of December.

“income” means all income, benefits and gains, of every kind and from every source including an imputed income for all assets or investments which do not produce interest income but are intended to appreciate in value or are given away, all of which must be declared by a household in its application for purchase or rental of an Affordable Housing Unit.

“low to moderate income households” means those households with incomes falling at or below the 60<sup>th</sup> income percentile as published by the City in its role as service manager for the service area.

“Municipal Housing Project Facility” has the meaning contemplated in Housing Facilities By-law and for the purposes of this Agreement means the Project.

“Project” means the project described in Schedule “A”.

“Term” has the meaning set out in Section 1.

“Waiting List” means the City of Kawartha Lakes Centralized Waiting List or City’s Homeless By Name List, or successor waiting list, or any other waiting list as agreed to by Council.

## **Schedules**

2.3 The following Schedules are an integral part of this Agreement:

Schedule “A” – Project location and description of Improvements/Construction

Schedule “B” – Financial Resources/Benefits

Schedule “C” – City of Kawartha Lakes Directives

- 3.(1) Subject to any sections of this Agreement which set higher minimum standards, it is a condition of this Agreement that the Housing Provider operate the Project in accordance with all applicable legislation, by-laws, policies, directives and guidelines of all levels of government. The Housing Provider acknowledges having received and fully understood the Directives set out in Schedule “C” attached hereto. The City shall be entitled in its sole discretion to modify, update, amend or supplement any and all of the Directives forming part of Schedule “C”.
- (2) Without limiting the generality of subsection (1), if there is a conflict between the Housing Facilities By-law and a section of this Agreement, the Housing Facilities By-law shall

prevail, unless the section of this Agreement sets a higher standard, in which case the Housing Provider shall operate the Project pursuant to that section.

### **Construction of Improvements**

- 4.(1) The Housing Provider shall renovate, construct and/or complete improvements to the Project as Affordable Housing Units in the manner described in this Agreement, its attached Schedules and all applicable by-laws, legislation and government policies.
- (2)
  - (a) The Housing Provider shall lease, operate and maintain any and all rental housing units in the Project, if applicable, as Affordable Housing Units to persons from the Waiting List who meet the eligibility criteria in the manner described in this Agreement, its attached Schedules and all applicable by-laws, legislation and government policies at its own expense. Notwithstanding, in respect of any rental housing units being funded pursuant to the AHTP-SSP program, the Housing Provider shall be entitled to lease units to persons who are not from the Waiting List, but who otherwise meet the eligibility criteria in the manner described in this Agreement.
  - (b) The Housing Provider shall sell any and all ownership housing units in the Project, if applicable, as Affordable Housing Units to persons who meet the eligibility criteria in the manner described in this Agreement, its attached Schedules and all applicable by-laws, legislation and government policies at its own expense.
- (3) At any time, upon providing the Housing Provider with reasonable prior written notice, and from time-to-time before completion of construction of the Project:
  - (a) the City or any individual authorised by the City may inspect the Project; and
  - (b) the Housing Provider shall co-operate with any individual mentioned in clause (a) by providing access and anything else that may be reasonably required to assist in any such inspection.
5. Subject to the Housing Provider's compliance with the requirements of the Affordable Housing Targets Program, this Agreement and the requirements of the City, and subject to having received evidence satisfactory to it that the Affordable Housing Units have been leased and/or sold to persons who meet the eligibility criteria in accordance with this Agreement, the City shall provide the financial resources and relief, pursuant to By-law \_\_\_\_\_, set out in the attached Schedule "B".
6. In the performance of any work and construction on the Project, the Housing Provider shall obtain all necessary permits, consents and approvals at its own expense.
7. In the event that the Housing Provider has not commenced construction or development activities related to the Project on or before the date which is one hundred and twenty (120) days following the signing of this Agreement, the City may, upon written notice to the Housing Provider, terminate this Agreement. The City shall be entitled, at its sole discretion, to modify or extend this date.



8. If at any time prior to completion of construction of the Project or any part thereof, the construction ceases and has not been resumed within ninety (90) days of ceasing, or if the Housing Provider abandons the construction of the Project, the City may, immediately upon written notice to the Housing Provider, terminate this Agreement and all funds, financial resources and relief which have been received by or granted to the Housing Provider up to the date of termination shall immediately be repaid.
9. If substantial performance, within the meaning of the *Construction Act*, R.S.O. 1990, c. C30, as amended, of the Project has not occurred on or before the date which is earlier of (a) two (2) years following the date of the commencement of construction or (b) the anticipated date of substantial performance of the Project identified in Schedule "A" attached hereto, the City may, immediately upon written notice to the Housing Provider terminate this Agreement.
10. If it has not already done so, the Housing Provider shall deliver to the City, if requested by the City from time to time, copies of all available financial, construction, technical, engineering and design drawings, which concern the Project.

#### **Discretion**

11. Unless otherwise provided in this Agreement, the Parties shall act reasonably in exercising any discretion under this Agreement, or in providing or refusing any approval or consent concerning this Agreement.

#### **Laws of Province**

12. Any obligation in this Agreement is subject to the laws of the Province of Ontario and applicable by-laws of the City, and those laws and by-laws apply to the interpretation of this Agreement, and any reference to a statute or by-law in this Agreement includes any subsequent amendments or replacement and substitution of that statute or by-law.

#### **Schedules**

13. The Schedules to this Agreement are an integral part of this Agreement.

#### **Notice**

14. Any notice required under this Agreement must be in writing and delivered by personal service or ordinary mail to:
  - (a) the City at the following address:

**The Corporation of the City of Kawartha Lakes**  
**Attention: Director, Human Services**  
**68 Lindsay Street North, P.O. Box 2600**  
**Lindsay, Ontario**  
**K9V 4S7**  
**Fax: (705) 324-0428**

- (b) the Housing Provider at the following address:

**13004 County Road 503  
Tory Hill, On, K0L 2Y0**

**Attention: Helen Bates**

The Housing Provider and City shall give notice to each other in writing of any change in this information. Any notice under this Agreement shall be deemed to be delivered on the date when personally served or, if mailed, on the third business day after the notice was mailed.

### **Contact Persons**

15. The Housing Provider shall identify in writing one or more contact persons, who are authorized by the Housing Provider to respond on their behalf and who can respond to requests from the City and receive and transmit information from the City and shall give notice to the City of any change in any contact person.

### **Assignment**

16. The Housing Provider shall not assign or transfer this Agreement or any of its responsibilities, rights or obligations under this Agreement without the prior written consent of the City, which may be withheld. A change of control of the Housing Provider shall for the purposes of this Agreement be deemed an assignment which shall require the prior written consent of the City.

### **Municipal Capital Facilities and Project Units**

17. The Parties acknowledge that the Project is a municipal housing project facility and, therefore, use of the Project shall be pursuant to section 110 of the *Municipal Act*, S.O. 2001, c.25, as amended and its regulations.
18. (1) The Housing Provider shall ensure that during the term of this Agreement:
- (a) all rental housing Project units (being those units more particularly described in Schedule "A", if applicable) shall be Affordable Housing Units occupied by low and moderate income households;
  - (b) all rental housing Project units shall be provided only to applicants on the Waiting List (save for AHTP-SSP program units), subject to their ability to pay the affordable rent for the available housing unit;
  - (c) under no circumstances shall a housing unit in the Project be made available when initially rented to an applicant for housing accommodation at a rental rate that is inconsistent with the definition of Affordable Housing Unit;

- (d) under no circumstances shall a housing unit in the Project be made available to applicants who own a residential property, as determined by the Housing Provider after making all reasonable inquiries; and
  - (e) subject to section 2.07 of Schedule “A” of the Housing Facilities By-law, housing units that form a part of the Project shall not be rented to the Housing Provider or shareholders or directors of the Housing Provider, or any individual not at arm’s length to the Housing Provider or shareholders or directors of the Housing Provider.
- (2) The Housing Provider shall ensure that all Project units are owned or occupied only in accordance with this Agreement and By-law 2018-057 and, where applicable, the ***Residential Tenancies Act, 2006, S.O. 2006, c. 17***, as amended.
- 19.(1) All Project units shall be administered by the Housing Provider in accordance with this Agreement and the Affordable Housing Targets Program and all guidelines, directives, rules, orders and policies as may be issued from time to time by the City. The Housing Provider shall verify household income of the initial applicant prior to renting or selling a Project unit to the applicant by completing and providing to the City, with respect to each initial applicant, a report in a form acceptable to the City verifying household income of the initial applicant. The Housing Provider shall further complete and provide to the City, on an annual basis on or before November 1<sup>st</sup> of each year, reports in form and content acceptable to the City verifying any and all of the housing provider’s annual occupancy data in respect of the Project. The form and content of the Housing Provider’s report(s) may be modified by the City at any time and from time to time.
- (2) The Housing Provider shall charge and increase rent only in accordance with the terms of this Agreement and as otherwise required by the guidelines, directives, rules, orders and policies as may be issued from time to time by the City. The Housing Provider shall otherwise comply with the Directives.
20. This Agreement is binding on the Housing Provider’s heirs, successors and assigns.
- 21.(1) The Housing Provider shall not:
- (a) save and except in respect of those units in the Project that are ownership units that were intended to be sold to purchasers who meet the eligibility criteria for the purposes of purchasing a unit, offer, list, advertise, or hold out for sale or lease or otherwise offer for disposal the Project or any part of the Project without the prior written consent of the City or otherwise in accordance with this Agreement;
  - (b) save and except in respect of those units in the Project that are ownership units that were intended to be sold to purchasers who meet the eligibility criteria for the purposes of purchasing a unit, sell, lease or otherwise dispose of the Project or any part of the Project except with the prior written consent of the City or otherwise in accordance with this Agreement. In determining whether to grant its consent, the City may, in its discretion, consider any one of or a combination of the following factors, which include but are not limited to:

- (i) as a condition precedent to a sale to a subsequent purchaser or lessor, the Housing Provider requires the subsequent purchaser or lessor to enter into an agreement with the City upon terms acceptable to the City, and that agreement shall impose, among other things, the terms of this Agreement on that subsequent purchaser;
- (ii) the character, capabilities and affordability of the rents of the Project will not be diminished;
- (iii) the City has approved in writing the agreement of purchase and sale or agreement to lease, as the case might be;
- (iv) the sale will not decrease the number of units in the Project;
- (v) the proceeds on the sale or disposition, if any, shall be distributed first against anything owed to the City and including any outstanding payments owed to the City pursuant to the this Agreement;
- (vi) any default by the Housing Provider under the terms of this Agreement.

(3) Notwithstanding subsection (1) the Housing Provider may offer, list, advertise or hold out for lease individual units to tenants for a term of not greater than one (1) year; and

22. (a) If the Housing Provider does not carry out its obligations under this Agreement, the Housing Provider shall repay the unamortized balance of the amount of the benefits conveyed under the Agreement, as set out in Schedule “B” together with any applicable costs and interest (such interest charged at the rate charged under the Housing Provider’s approved mortgage). The opportunity for forgiveness of the benefits conveyed under this Agreement, as set out in Schedule “B”, begins on substantial performance of the Project. The entire amount of the benefits conveyed under this Agreement, as set out in Schedule “B” shall be amortized over the Term and shall be forgiven by an equal amount during each year of the Term that the Owner remains eligible (i.e. an event of default or breach has not occurred). On the expiry of the Term, and provided the Owner is not then default which has not been cured to the satisfaction of the City, the remaining balance of the benefits convey under this Agreement shall reduce to zero dollars. If the Balance Due is being paid or is payable on a date other than a Loan Anniversary Date, then the Loan Forgiveness shall be for that year.

(b) The Housing Provider will not sell, transfer, assign or convey the Project except with the prior written consent of the City. Notwithstanding the foregoing or anything else contained herein or elsewhere, if at any time during the Term of this Agreement, the Housing Provider intends to sell, transfer, dispose of or otherwise part with or allow possession of or alienate in any way the whole or any part of the Project and/or otherwise convey its interest in the Project (each being a “**Potential Sale**”), then the Housing Provider shall first give the City prior written notice of the terms and conditions of the Potential Sale and the purchaser shall, prior to the completion of the sale, enter into an agreement directly with the City on the City’s form of agreement wherein it agrees to assume the obligations

of the Housing Provider under this Agreement and observe and comply with the terms herein contained.

### **Housing Provider Status**

25.(1) The Housing Provider shall:

- (a) maintain itself in good standing as an active corporation and in accordance with all applicable laws. Notwithstanding, the foregoing shall not apply in respect of a housing unit owned by one or more individuals participating in the AHTP-SSP Program;
  - (b) not amalgamate, alter, supersede or cancel its articles of incorporation or letters patent or any by-law without the prior written consent of the City. Notwithstanding, the foregoing shall not apply in respect of a housing unit owned by one or more individuals participating in the AHTP-SSP Program; and
  - (c) comply with the City requirements for the Project including, but not limited to, any obligations under any lease associated with the Project and any guidelines, directives, rules, ordinances, orders and policies as may be issued from time to time by the City.
- (2) A breach by the Housing Provider of the terms and conditions of any applicable funding agreement, by-law or lease shall be deemed to be a default under this Agreement.

### **Registration On Title**

26. All relevant documents, including this Agreement, or notice thereof, shall be publicly registered in such fashion as may be requested or required by the City and in this regard, this Agreement or notice thereof shall be registered against title to the Property.

### **Security**

- 27.(1) The parties acknowledge that the purpose of this Agreement is to facilitate the construction of the Affordable Housing Units and operation and availability throughout the Term, by the Housing Provider, of Affordable Housing Units for eligible low to moderate income households.
- (2) As a means to secure the purpose set out in subsection (1) and as security for the financial incentives set out in Schedule “B”, the City requires satisfactory assurances and safeguards to ensure the construction and continued use of the Affordable Housing Units and, to that end, the Housing Provider agrees to execute and the City shall be entitled to register one or more mortgages against title to the Project in second position behind the first mortgage of the primary lender for the Housing Provider for a cumulative principal amount equal to the total amount of financial resources and relief, as set out in Schedule “B” (“principal amount”). The City may set the date upon which the mortgage(s) and related or accompanying security documents are to be signed by the Housing Provider and registered against title to the Property, which is contemplated to be the date upon which this

Agreement is executed by the Housing Provider, but which may at the discretion of the City occur following execution of this Agreement by the Housing Provider.

- (3) No payments will be required under the mortgage(s) set out in subsection (2) so long as the Affordable Housing Units constructed by the Housing Provider are occupied by low to moderate income households throughout the Term.
- (4) Should all or any of the said housing units not remain as Affordable Housing Units occupied by low and moderate income households throughout the Term, the principal amount of the mortgage(s) shall immediately become due and payable.
- (5) At the expiry of the Term and provided the housing units have remained as Affordable Housing Units occupied by low and moderate income households, the principal amount of the mortgage(s) will be forgiven and the City shall execute a discharge of this mortgage upon presentation of same to the City by the Housing Provider.
- (6) The Housing Provider acknowledges that in addition to the mortgage(s) referred to in Section 27(2) above, the City shall be entitled, in its discretion, to require the Housing Provider to provide additional security upon the City's standard forms in the form of, but not limited to, a general assignment of rents against the Project and a general security agreement against such collateral determined by the City, including the current and after acquired personal property of the Housing Provider and the chattels of the Project.
- (7) The Housing Provider acknowledges and agrees that the security contemplated in this Section 27, may be combined in whole or part with the security contemplated by the Contribution Agreement and the Housing Provider covenants and agrees to execute and deliver such security in the form presented to it by the City.

#### **Amendment of Agreement**

28. This Agreement may only be amended on the mutual written agreement of the parties provided that such amendment shall be evidenced by a further written document.

#### **Invalidity of Provision of Agreement**

29. If any provision of this Agreement should be found by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall not apply and this Agreement shall remain in full force and effect without the provision.

#### **Submission of Documents**

30. The Housing Provider shall submit to the City any relevant documents, calculations, statements or information that the City may request from time to time, within the time period specified by the City.

#### **Statistics**

31. The Housing Provider shall, for statistical purposes, supply information as required by the City from time-to-time, provided such information is reasonably available to the Housing Provider, as determined by the City.

### **Records**

32. The Housing Provider shall:
- (a) maintain financial records including, but not limited to, records related to rent collection and tenant income and eligibility verification, in a form satisfactory to the City;
  - (b) permit the City to inspect such records at all reasonable times; and
  - (c) retain all such records that relate to the Project for not less than seven (7) years from the end of the respective fiscal year.

### **Taxes, Rates and Levies**

33. The Housing Provider shall pay, at its own expense all taxes, fees, levies or rates assessed and imposed by any municipal, provincial or federal government with respect to the Project and the activity carried out on the Project.

### **Indemnification**

34. The Housing Provider shall indemnify and hold harmless the City, its officers, council members, partners, agents and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City and against all loss, liability, judgements, claims, suits, demands or expenses which the City may sustain or suffer resulting from or arising out of or in connection with this Agreement and/or the Housing Provider's participation in the Program and/or the failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Housing Provider, its agents, officials and employees.

### **Access**

35. The Housing Provider shall permit the City to have access to the Project at all reasonable times.

### **Payment of Mortgage**

36. The Housing Provider shall make all mortgage payments on the due dates and comply with all terms of its mortgages.

### **Mortgage**

37. Notwithstanding subsection (1) the City hereby consents to the registration of a first (1<sup>st</sup>) Charge/Mortgage against the Property in the principal amount of \$\_\_\_\_\_.

### **Access to Information**

38. The Housing Provider shall provide the City with access to all information obtained by the Housing Provider under this Agreement, and shall immediately provide verification of such information if requested by the City.
39. The Parties acknowledge that, where applicable, this Agreement and its subject matter are subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M.56, as amended.

### **Audit**

- 38.(1) The City may cause its employees or agents to conduct an audit, investigation or inquiry in relation to the Housing Provider and the Project, and the Housing Provider shall co-operate with the employees or agents of the City and provide full and free access to staff, projects, documents and records as determined by employees or agents of the City.

### **Dispute Resolution**

- 39.(1) The Housing Provider and the City agree that alternate dispute resolution processes such as mediation, appointment of a neutral third-party evaluator or arbitration may be preferable to litigation as a way to resolve disputes that may arise under this Agreement and they agree to give good faith consideration to having resort to an alternate dispute resolution process before initiating legal or other proceedings to deal with any such disputes.
- (2) The City and the Housing Provider agree that nothing contained in the subsection (1) shall affect or modify the rights and obligations of the City and the Housing Provider under the event of default and early termination provisions in of this Agreement.

### **Breaches**

40. In addition to other instances of non-compliance set out in this Agreement, the following actions by the Housing Provider shall be a breach of this Agreement:
  - (a) the Housing Provider becomes bankrupt or insolvent or becomes subject to the provisions of the *Bankruptcy and Insolvency Act* R.S.C. 1985, c.B-3 or any other Act for the benefit of creditors, or goes into liquidation either voluntarily or under an order of a court of competent jurisdiction or make a general assignment for the benefit of its creditors or enters into an arrangement or compromise or otherwise acknowledges its insolvency;
  - (b) the Housing Provider has failed to comply with any of its obligations or is in default under this Agreement, including the Schedules attached hereto;
  - (c) the Housing Provider fails to cause all of the rental housing units of Project to remain occupied by eligible low to moderate income households throughout the Term; or



- (d) the Housing Provider has failed to manage the Project adequately, as a prudent landlord and/or owner would, as determined by the City acting reasonably.

### **Remedies**

- 41.(1) In addition to other remedies set out in this Agreement, or otherwise available to the City at law or in equity and subject to subsection (3), if the Housing Provider is in breach of this Agreement the City may exercise any of the following remedies in any combination that the City chooses in its sole discretion, and the remedy may be exercised for such time as the City deems appropriate:
- (a) require the Housing Provider to provide additional information or documents to the City;
  - (b) reduce, suspend or discontinue any payment payable under this Agreement at the City's discretion;
  - (c) require the Housing Provider to pay to the City the lesser of (i) the entire amount of the benefits conveyed under the Agreement, as set out in Schedule "B", together with any applicable costs or (ii) the unforgiven portion of the benefits conveyed under the Agreement, as set out in Schedule "C";
  - (d) terminate this Agreement.

### **Delay**

- (2) Waiver or delay in exercising a remedy shall not prevent the City from exercising the remedy at a later time for any breach of this Agreement.

### **Limitations on Remedies**

- (3) Subject to subsection (4), the City shall give the Housing Provider written notice of any breach, specifying particulars, and if the Housing Provider does not remedy or commence remedying the breach to the City's satisfaction, in its sole discretion, within thirty (30) days from the date the notice is delivered and thereafter proceed diligently until such breach has been remedied, the City may exercise the remedies set out in subsection (1).

### **Emergencies**

- (4) The City shall not be required to comply with subsection (3) if by doing so, in the City's sole judgement, would materially worsen the situation, would negatively affect the City's rights under this Agreement, or would cause irreversible damage to the City's interests.

### **Condition**

42. The obligations of the City and the rights of the Housing Provider pursuant to this Agreement are conditional upon the Council for the Corporation of the City of Kawartha Lakes enacting a by-law approving the terms of this Agreement and any modifications, additions or amendments hereto that are approved by the Human Services Manager, Housing, City of Kawartha Lakes or the Director, Human Services, City of Kawartha Lakes.

43. Time shall be of the essence in this Agreement.

**The remainder of this page was intentionally left blank**

**IN WITNESS WHEREOF** the parties have caused this Agreement to be executed by their respective officers duly authorized in that behalf on the date below indicated.

**SIGNED, SEALED AND DELIVERED**

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

Per:

Date: \_\_\_\_\_

\_\_\_\_\_  
Name: Andy Letham

Title: Mayor, City of Kawartha Lakes

Date: \_\_\_\_\_

\_\_\_\_\_  
Name: Cathie Ritchie

Title: City Clerk, City of Kawartha Lakes

We have the authority to bind the Corporation.

\_\_\_\_\_  
Per:

Date: \_\_\_\_\_

\_\_\_\_\_  
Name: Helen Bates

Title: Homeowner

Date: \_\_\_\_\_

\_\_\_\_\_  
Name:

Title:

I/We have the authority to bind the Corporation.

## SCHEDULE “A”

### Description of the Project

**1. Project Location (Municipal Address and Legal Description):**

13004 County Road 503, Tory Hill On K0L 2Y0  
CON 9 PT LOT 17 S HWY 503

**2. Project Unit Mix:**

One-bedroom secondary suite unit (basement walkout).

**3. Proposed Improvements (including budget):**

<b>Total # of Units</b>	1
<b>Gross Floor Area (Sq.ft.)</b>	1,223 Sq.Ft
<b>Bedroom Size</b>	1 bedroom
<b>Rent Estimate</b>	(80% of \$946 - 2021 established average market rent)  \$756.80
<b>Total project costs</b>	Est. \$39,375

**SCHEDULE “B”****Financial Benefits Extended pursuant to the Agreement and the Municipal Housing  
Project Facilities By-law**

Item	Amount
Building Permit Fees	\$442
Landfill Tipping Fees, contaminated soil and Construction/demolition waste	Up to \$500
Provincial/Federal (OPHI) Capital Funding	\$25,000
Total AHTP Incentives and Funding	<b>\$25,942</b>

**SCHEDULE “C”**

**City of Kawartha Lakes Directives**

MD2020-003 KL Affordable Housing Targets Program

MD2020-007 Affordable Housing Target Program – Secondary Suite Program

# 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 June 15, 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 C to By-law Number 2005-328, Highways with a speed limit of 60 Kilometres per Hour, be amended by deleting the following:

Road #	From	To
48 (Portage Rd)	A point 550 m west of the Village of Kirkfield's westerly 50 km/h limit	A point 250 m westerly <b>(2009-025, effective Feb. 26/09)</b>
48 (Portage Rd)	A point 600 m east of The Village of Kirkfield's easterly 50 km/h limited	A point 250 m easterly <b>(2009-025, effective Feb. 26/09)</b>
Road 48	150 metres west of west limit of Kawartha Lakes Road 35	2100 metres west of west limit of Kawartha Lakes Road 35

- 2.02 **Schedule C:** That Schedule C to By-law Number 2005-328, Highways with a speed limit of 60 Kilometres per Hour, be amended by adding the following:

Road #	From	To
--------	------	----

CKL Rd 48 (Portage Rd)	Rockview Rd.	A point 250m Easterly
CKL Rd 48 (Portage Rd)	A point 350m west of Mitchellview Rd	A point 150m west of CKL Rd 35 (Fenel Rd)

- 2.03 **Schedule D:** That Schedule D to By-law Number 2005-328, Highways with a speed limit of 50 Kilometres per Hour, be amended by adding the following:

Road #	From	To
CKL Rd 48 (Portage Rd)	A point 250m east of Rockview Rd	Easterly to The Designated Community Speed Zone of Kirkfield
CKL Rd 48 (Portage Rd)	A point 350m west of Mitchellview Rd	Westerly to The Designated Community Speed Zone of Kirkfield

### **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 \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Andy Letham, Mayor

\_\_\_\_\_  
Cathie Ritchie, City Clerk



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

## **By-Law 2021-\_\_\_\_**

### **A By-law to Repeal By-law 2014-311, being a By-law to Appoint a Municipal Law Enforcement Officer for Limited By-Law Enforcement Purposes in the City of Kawartha Lakes**

#### **Recitals**

1. Council adopted By-law 2014-311 on November 4, 2014 to appoint Travis Montgomery as a Municipal Law Enforcement Officer for Limited By-Law Enforcement Purposes in the City of Kawartha Lakes.
2. Council deems it appropriate to repeal By-law 2014-311 due to changes in staffing.

**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;

**“Council” or “City Council”** means the municipal council for the City;

##### **1.02 Interpretation Rules:**

- (a) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

#### **Section 2.00: Repeals**

##### **2.01 Repeal:** By-law 2014-311 is repealed.

#### **Section 3.00: Administration and Effective Date**

##### **3.01 Administration of the By-law:** The Manager of Municipal Law Enforcement and Licensing is responsible for the administration of this by-law.

By-law read a first, second and third time, and finally passed, this 15<sup>th</sup> day of June 2021.

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Andy Letham, Mayor

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Cathie Ritchie, City Clerk

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

## **By-Law 2021-\_\_\_\_**

### **A By-law to Repeal By-law 2019-064, being a By-law to Appoint a Municipal Law Enforcement Officer for the City of Kawartha Lakes**

#### **Recitals**

1. Council adopted By-law 2019-064 on April 23, 2019 to appoint Travis Montgomery as a Municipal Law Enforcement Officer for the City of Kawartha Lakes.
2. Council deems it appropriate to repeal By-law 2019-064 due to changes in staffing.

**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;

**“Council” or “City Council”** means the municipal council for the City;

**1.02 Interpretation Rules:**

- (a) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

#### **Section 2.00: Repeals**

**2.01 Repeal:** By-law 2019-064 is repealed.

#### **Section 3.00: Administration and Effective Date**

**3.01 Administration of the By-law:** The Manager of Municipal Law Enforcement and Licensing is responsible for the administration of this by-law.

By-law read a first, second and third time, and finally passed, this 15<sup>th</sup> day of June 2021.

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Andy Letham, Mayor

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Cathie Ritchie, City Clerk

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

## **By-Law 2021-\_\_\_\_**

### **A By-law to Repeal By-law 2019-065, being a By-law to Appoint an Area Weed Inspector for the City of Kawartha Lakes**

#### **Recitals**

1. Council adopted By-law 2019-065 on April 23, 2019 to appoint Travis Montgomery as an Area Weed Inspector for the City of Kawartha Lakes.
2. Council deems it appropriate to repeal By-law 2019-065 due to changes in staffing.

**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;

**“Council” or “City Council”** means the municipal council for the City;

**1.02 Interpretation Rules:**

- (a) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

#### **Section 2.00: Repeals**

**2.01 Repeal:** By-law 2019-065 is repealed.

#### **Section 3.00: Administration and Effective Date**

**3.01 Administration of the By-law:** The Manager of Municipal Law Enforcement and Licensing is responsible for the administration of this by-law.

By-law read a first, second and third time, and finally passed, this 15th day of June, 2021.

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Andy Letham, Mayor

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Cathie Ritchie, City Clerk

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

## **By-Law 2021-\_\_\_\_**

### **A By-law to Appoint a Municipal Law Enforcement Officer for the City of Kawartha Lakes**

#### **Recitals**

1. Section 15 of the Police Services Act R.S.O. 1990, c.P.15 authorizes municipal councils to appoint municipal law enforcement officers, who are peace officers for the purpose of enforcing their by-laws.
2. Council considers it advisable to appoint an individual to serve as a municipal law enforcement officer.

**Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 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;

**“Council” or “City Council”** means the municipal council for the City;

**“Manager of Municipal Law Enforcement and Licensing”** means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council.

##### **1.02 Interpretation Rules:**

(a) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

##### **1.03 Statutes:** References to laws in this by-law are meant to refer to the statutes, as amended from time to time, that are applicable within the Province of Ontario.

##### **1.04 Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

## **Section 2.00: Appointments**

- 2.01 **Municipal Law Enforcement Officer:** David Jejna is appointed as a Municipal Law Enforcement Officer for the City of Kawartha Lakes in accordance with section 15 of the Police Services Act R.S.O. 1990, c.P.15.
- 2.02 **Reporting Relationship:** David Jejna shall report to and be under the direction of the Manager of Municipal Law Enforcement and Licensing.

## **Section 3.00: Administration and Effective Date**

- 3.01 **Administration of the By-law:** The Manager of Municipal Law Enforcement and Licensing is responsible for the administration of this by-law.
- 3.02 **Effective Date:** This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this 15<sup>th</sup> day of June, 2021.

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Andy Letham, Mayor

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Cathie Ritchie, City Clerk

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

## **By-Law 2021-\_\_\_\_**

### **A By-Law to Appoint an Area Weed Inspector for the City of Kawartha Lakes**

#### **Recitals**

1. Weed inspectors are required to enforce the Weed Control Act, R.S.O. 1990, c. W.5.
2. Paragraph 6(1) of the Weed Control Act, R.S.O. 1990, c. W.5 states that the council of every upper-tier and single tier municipality shall By-Law appoint one or more persons as area weed inspectors to enforce the Weed Control Act, R.S.O. 1990, c. W. 5 in the area within the council's jurisdiction and fix their remuneration or other compensation.
3. Council deems it appropriate to appoint Municipal Law Enforcement Officers as Weed Inspectors.

**Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-Law 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;

**“Council” or “City Council”** means the municipal council for the City;

**“Manager of Municipal Law Enforcement and Licennsing”** means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council.

##### **1.02 Interpretation Rules:**

- (a) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

##### **1.03 Statutes:** References to laws in this By-Law are meant to refer to the statutes, as amended from time to time, that are applicable within the Province of Ontario.

##### **1.04 Severability:** If a court or tribunal of competent jurisdiction declares any portion of this By-Law to be illegal or unenforceable, that portion of this By-Law shall be considered to be severed from the balance of the By-Law, which shall continue to operate in full force and effect.

## **Section 2.00: Appointments**

- 2.01 **Municipal Weed Inspector:** David Jejna is appointed as an Area Weed Inspector for The Corporation of the City of Kawartha Lakes.

## **Section 3.00: Duties and Responsibilities**

- 3.01 The duties and responsibilities of the Area Weed Inspector are set out in the Statutes and Regulations of the Province of Ontario and in the By-Laws and Policies of The Corporation of the City of Kawartha Lakes, which exist or may be passed in future.
- 3.02 The Area Weed Inspector shall report to and be under the direction of the Manager Municipal Law Enforcement and Licensing of The Corporation of the City of Kawartha Lakes.

## **Section 4.00: Remuneration**

- 4.01 The Area Weed Inspector shall receive remuneration in accordance with the City's Collective Agreement with the Canadian Union of Public Employees.

## **Section 5.00: Notice**

- 5.01 Written notice of this By-Law shall be given to the chief inspector appointed under Section 2 of the Weed Control Act R.S.O. 1990, c.W.5 by the Manager of Municipal Law Enforcement and Licensing.

## **Section 6.00: Administration and Effective Date**

- 6.01 **Administration of the By-Law:** The Manager of Municipal Law Enforcement and Licensing is responsible for the administration of this By-Law.
- 6.02 **Effective Date:** This By-Law shall come into force on the date it is finally passed.

By-Law read a first, second and third time, and finally passed, this 15th day of June, 2021.

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Andy Letham, Mayor

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Cathie Ritchie, City Clerk

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

## **By-Law 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 D06-2021-014, Report PLAN2021-037, respecting Blocks 79, 80, 105 and 106, Plan 57M-802, former Town of Lindsay, identified as vacant land on Alcorn Drive – Regis Homes 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. 2015-072, 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 One Special Seventeen Holding [R1-S17(H)] Zone.
4. The conditions imposed by Council and shown in By-law 2015-072 are no longer required.

**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 Blocks 79, 80, 105 and 106, Plan 57M-802, former Town of Lindsay, City of Kawartha Lakes.
- 1.02 **Schedule Amendment:** Schedule A to By-law No. 2000-75 of the Town of Lindsay is further amended to remove the Holding (H) symbol from the Residential One Special Seventeen Holding [R1-S17(H)] Zone for the land referred to as R1-S17, 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.

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Andy Letham, Mayor

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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 \_\_\_\_\_

Lot 24

Concession 5

Ops

'Lindsay'



R1-S17

R1-S17

Alcorn Dr.

R1-S17

R1-S17

Victorian Ave. N.

Corneil St.

# **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 D06-2021-011, Report PLAN2021-033, respecting 57R-8491 Parts 1 to 3; Part of Lot 20, Concession 4, Geographic Township of Ops, Former Town of Lindsay, identified as 363 Kent Street West – 2793853 Ontario Inc.]

#### **Recitals:**

1. Section 34 of the Planning Act, R.S.O. 1990, c.P.13 authorizes Council to determine the appropriate zoning categories and provisions assigned to land.
2. Council has received an application to amend the provisions relating to a specific parcel of land to increase the Gross Leasable Floor Area of a supermarket use 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 57R-8491 Parts 1 to 3; Part of Lot 20, Concession 4, Geographic Township of Ops, 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 by repealing Section 16.3.9 b) and replacing it as follows:
  - b) Notwithstanding any other provision of this By-law to the contrary, development of a supermarket shall be in the form of a single building, with a maximum gross leasable floor area not to exceed 4,125 m<sup>2</sup>.

## **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.

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Andy Letham, Mayor

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Cathie Ritchie, City Clerk

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

## **By-Law 2021 -**

### **A By-law to Validate the Title of Land in the Former Town of Lindsay now within the City of Kawartha Lakes**

File D03-2020-037, Report PLAN2021-030, respecting Part Lot 28, Plan 15P N/S Queen Street, former Town of Lindsay, now City of Kawartha Lakes, 92 Queen Street – 2554761 Ontario Inc. and John Ronald Barrett

#### **Recitals:**

1. Subsections 57(1) and (8) of the Planning Act, R.S.O. 1990, c. P.13, authorize Council to issue a Certificate of Validation in respect of land described in the Certificate and impose such conditions in respect of any land described in the Certificate, as it considers appropriate.
2. Council has received a request to validate the title of land described as Part Lot 28, Plan 15 N/S Queen Street, former Town of Lindsay, now the City of Kawartha Lakes.
3. Council deems it appropriate to give approval to a validation of title of the land described in the attached Certificate and to impose conditions, which shall be fulfilled prior to the registration of the attached certificate.

**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:** Wherever a word is used in this By-law with its first letter capitalized, the term is being used as it is defined in this Section 1.01. Where any word appears in ordinary case, its regularly applied meaning in the English language is intended.
- (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”** means The Corporation of the City of Kawartha Lakes.
  - (c) **“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. c.25.
  - (d) **“Council”** means the elected municipal council for the City.
  - (e) **“Director”** means a Director of the City.

#### **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 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.
  - (d) The recitals, and any schedules to this By-law are integral parts of it.
- 1.03 **Statutes:** Specific references to laws in this By-law are printed in italic font and are meant to refer to the current laws applicable within the Province of Ontario as at the time this By-law was enacted. For Provincial laws, the reference is to the relevant chapter of the R.S.O. 1990 edition, as amended from time to time or current S. O. edition.
- 1.04 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this By-law to be illegal or unenforceable, that portion of this By-law will be considered to be severed from the balance of the By-law, which will continue to operate in full force and effect.

## **Section 2.00: Details**

- 2.01 **Property Affected:** The Property affected by this by-law and subject to the attached certificate is described as Part Lot 28, Plan 15P N/S Queen Street, former Town of Lindsay, City of Kawartha Lakes.
- 2.02 **Conditions:** The conditions precedent to the passing of this By-law as follows:
- 1. Submit to the Secretary-Treasurer payment of all past due taxes and charges added to the tax roll, if any, at such time as the deeds are stamped;
  - 2. The owners shall apply for, pay the prescribed fee and obtain variances for the lands to be validated such that any outstanding zoning issues are addressed;
  - 3. The owners shall pay all costs associated with the preparation and registration of the required documents;
  - 4. Payment to the City of Kawartha Lakes of the review fee prevailing at the time the deed is validated, for the review and clearance of these conditions. The current fee is \$229.00. Payment shall be by certified cheque, money order, or from a lawyers trust account;
  - 5. All of these Conditions shall be fulfilled within a period of twelve months from the date of Council approval for said application, failing which the Validation By-law shall be considered null and void, and the Certificate of Validation invalid; and
  - 6. The owners' solicitor shall provide a written undertaking confirming that the Certificate of Validation in respect of this application shall be attached to the respective deed and registered in the proper land registry office within 1 year from the date of third and final reading of the respective Validation By-law. The solicitor shall also undertake to provide a copy of the registered deed to the Senior Planner as conclusive evidence of the fulfillment of the above-noted undertaking.

### **Section 3.00: Effective Date**

3.01 **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 57 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.

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Andy Letham, Mayor

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Cathie Ritchie, Clerk

## **Certificate of Validation**

### **The Planning Act, R.S.O. 1990, c. P13, as amended**

#### **Section 57**

A contravention of Section 50 or a predecessor of it, or of a by-law passed under a predecessor of Section 50, or an order made under clause 27(1)(b) of the Planning Act as it reads on the 25<sup>th</sup> day of June, 1970, being chapter 296 of the Revised Statutes of Ontario, 1960, or a predecessor of it, does not have and shall be deemed never to have had, the effect of preventing the conveyance of, or creation of any interest in the parcel of land described as follows:

PT LT 28 N/S QUEEN ST PL 15P AS IN R239728 KAWARTHA LAKES  
BEING ALL OF PIN 63214-0213 (LT)

This Certificate of Validation is issued in accordance with Section 57 of the Planning Act, R.S.O. 1990, c.P.13, as amended, and the decision of the City of Kawartha Lakes dated XX, XX, 2021

Dated this      day of      , 2021

Cathie Ritchie, Clerk  
City of Kawartha Lakes



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

## **By-Law 2021 -**

### **A By-Law To Amend The Township of Emily Zoning By-Law No. 1996-30 To Rezone Land Within The City Of Kawartha Lakes**

File D06-2020-010, Report PLAN2021-031, respecting Part of Lot 14 and 15, Concession 12, geographic Township of Emily, being 914 Centreline Road – Gingrich

#### **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. Section 36 of the Planning Act 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. Council has received an application to amend the categories and provisions relating to a specific parcel of land to permit a custom woodworking shop as an additional permitted use on a portion of 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 of Lots 14 and 15, Concession 12, geographic Township of Emily, identified as 914 Centreline Road, City of Kawartha Lakes.
- 1.02 **Textual Amendment:** By-law No. 1996-30 of the Township of Emily is further amended by adding Section 7.3.37:
  - “7.3.37        Agricultural Exception Thirty-Seven (A1-37) Zone
  - 7.3.37.1       Notwithstanding subsection 7.1.1 land zoned “A1-37” may also be used for a lumber manufacturing facility.
  - 7.3.37.2       A lumber manufacturing facility includes the manufacturing, processing, fabrication, and warehousing of trusses.
  - 7.3.37.3       A lumber manufacturing facility use shall be permitted in accordance with the following:

- a) The use shall be carried out by at least one member of the household residing on the property.
- b) The property on which the use is located shall be classified as a farm by MPAC.

7.3.37.4 Notwithstanding subsection 7.2.1 and articles 3.14.1.1 and 3.14.1.2, on land zoned “A1-37” a lumber manufacturing facility shall be subject to the following zone provisions:

- |                              |            |
|------------------------------|------------|
| a) front yard (min.)         | 130 m      |
| b) exterior side yard (min.) | 100 m      |
| c) gross floor area (max.)   | 600 sq. m. |
| d) parking (min.)            | 6 spaces   |
| e) accessible parking (min.) | 1 space    |

7.3.37.5 The provisions of subsection 3.13.1 shall not apply to land zoned “A1-37” and article 3.14.2.2 shall not apply to a lumber manufacturing facility.

7.3.37.6 On land zoned “A1-37(H)”, the removal of the (H) holding symbol shall be in accordance with the following:

- a) The owner shall apply for and obtain Site Plan Approval for the development on the A1-37 zoned portion of the subject land.”

1.03 **Textual Amendment:** By-law No. 1996-30 of the Township of Emily is further amended by deleting 7.3.19.1 (b) and (c) and adding the following to Section 7.3.19.1:

“(b) The provisions of subsection 3.13.1 shall not apply to land zoned “A1-19.”

1.04 **Schedule Amendment:** Schedule ‘A’ to By-law No. 1996-30 of the Township of Emily is further amended to change the zone category on a portion of the property from the ‘Agricultural Exception Nineteen (A1-19) Zone’ to ‘Agricultural Exception Thirty-Seven Holding [A1-37 (H)] Zone’ as shown on Schedule ‘A’ attached to this By-law.

## **Section 2:00      Effective Date**

- 2.01    **Effective Date:** This By-law shall come into force and take effect on the date it is finally passed, subject to the provisions of Sections 34 and 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.

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Andy Letham, Mayor

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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  
Emily  
Concession 13

Alvins Lane

Sunnywood Rd.

A1-19

**A1-37 (H)**

Centreline Rd.

Lot 13

Lot 14

Lot 15

Concession 12

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

## **By-Law 2021 -**

### **A By-Law To Amend The Township of Emily Zoning By-Law No. 1996-30 To Rezone Land Within The City Of Kawartha Lakes**

File D06-2020-016, Report PLAN2021-035, respecting Block C, Plan 507, geographic Township of Emily, Westview Drive – Rowles

#### **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 residential detached dwelling on 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 Block C, Plan 507, geographic Township of Emily, City of Kawartha Lakes.
- 1.02 **Textual Amendment:** By-law No. 1996-30 of the Township of Emily is further amended to add the following section to Section 12.3:
  - 12.3.14 **RURAL RESIDENTIAL TYPE THREE EXCEPTION FOURTEEN (RR3-14) ZONE**
    - 12.3.14.1 Notwithstanding Sections 3.13, 3.18.1.1 and 12.2.1.2, lands zoned “RR3-14” shall also be subject to the following provisions:
      - (a) Lot Frontage (min.) along Westview Drive 8.0 m
      - (b) The zone boundary between the “RR3-14” and “EP” zones shall not be considered a lot line for the purposes of interpreting and applying the “zone” and “general provisions” of the By-law.

- 1.03 **Schedule Amendment:** Schedule 'A' to By-law No. 1996-30 of the Township of Emily is further amended to change the zone category from the Community Facility Exception One (CF-1) Zone to the Rural Residential Type Three Exception Fourteen (RR3-14) Zone and to the Environmental Protection (EP) Zone for the land referred to as 'RR3-14' and 'EP', 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.

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Andy Letham, Mayor

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Cathie Ritchie, City Clerk

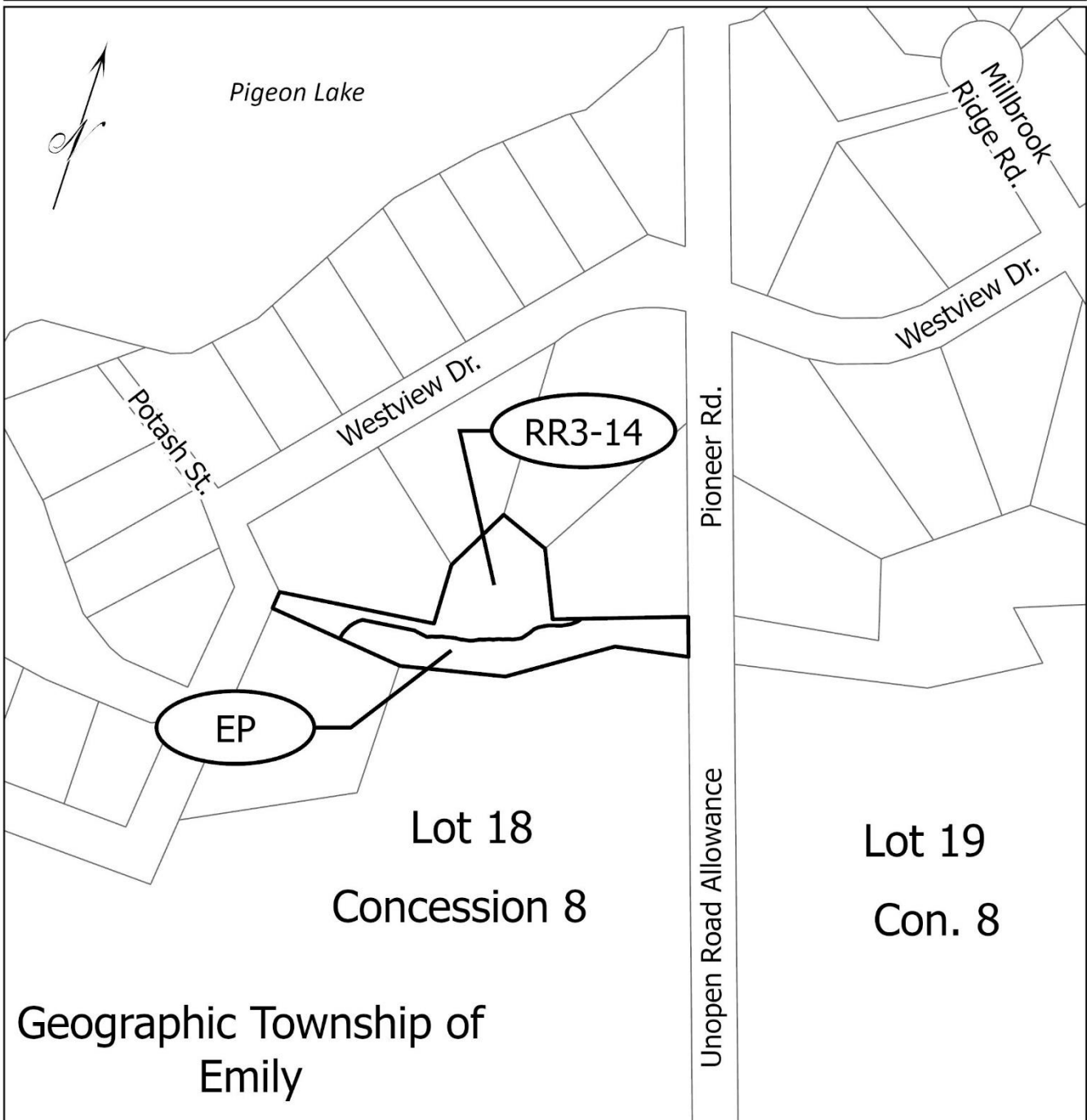
THE CORPORATION OF THE CITY OF

## 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 Amend By-Law 2016-009, being a By-Law to Provide Authority for the Execution of Certain Documents and Affix the Corporate Seal on Behalf of the City of Kawartha Lakes**

#### **Recitals**

1. By-Law 2016-009, being a by-law to provide authority for the execution of certain documents and affix the corporate seal on behalf of the City of Kawartha Lakes, was adopted by Council on January 12, 2016.
2. At the June 15, 2021 Regular Council Meeting Council approved Resolution CR2021-\_\_\_\_\_ directing that specific by-law amendments respecting the execution of certain documents be brought forward to Council for adoption.
3. This By-Law amends By-Law 2016-009 to reflect that direction.

**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,

All defined terms in the amending By-Law take their meaning from City of Kawartha Lakes By-Law 2016-009, as amended.

##### **1.02 Interpretation Rules:**

(a) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

##### **1.03 Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

#### **Section 2.00: Amendment Details**

##### **2.01** Section 4:00 shall be renamed as follows:

Section 4.00: Document Execution – Planning Act, Condominium Act and Radiocommunication Act

##### **2.02** Section 4.00 shall be amended to include Section 4.03 as follows:

Section 4.03: (3) Letters of concurrence to Innovation, Science and Economic Development Canada for uncontested telecommunications



facilities approvals in accordance with Council Policy CP2018-014, as amended.

### **Section 3.00: Administration and Effective Date**

3.01 **Administration of the By-law:** The Fire Chief and City Clerk are responsible for the administration of this by-law.

3.02 **Effective Date:** This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this 15 day of June, 2021.

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Andy Letham, Mayor

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Cathie Ritchie, City Clerk

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

## **By-Law 2021-\_\_\_\_**

### **A By-Law to Appoint an Acting Fire Chief and Prescribe the Duties and Responsibilities of this Office in The City of Kawartha Lakes**

#### **Recitals**

1. Council established a Fire Department with the passage of By-law 2002-185 and by authority of the Fire Protection and Prevention Act, 1997, S.O. 1997, c.4 (FPPA).
2. If a Fire Department is established under the FPPA, Section 6.1 states that the Council of the municipality shall appoint a Fire Chief for the Fire Department.
3. Council considers it advisable to create the office of and to appoint an Acting Fire Chief.

**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,

**“Act”** means the Fire Protection and Prevention Act, 1997, S.O. 1997, c.4.

**“CAO”** means the Chief Administrative Officer of the City as appointed by Council;

**“City”, “City of Kawartha Lakes” or “Kawartha Lakes”** means The Corporation of the City of Kawartha Lakes;

**“City Clerk”** means the person appointed by Council to carry out the duties of the clerk described in section 228 of the Municipal Act, 2001;

**“Council” or “City Council”** means the municipal council for the City;

**“Acting Fire Chief”** means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council.

##### **1.02 Interpretation Rules:**

- (a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.

- (b) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

- 1.03 **Statutes:** References to laws in this by-law are meant to refer to the statutes, as amended from time to time that are applicable within the Province of Ontario.
- 1.04 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

## **Section 2.00: Position Established**

- 2.01 The position of Acting Fire Chief for the City of Kawartha Lakes is hereby established.

## **Section 3.00: Appointment**

- 3.01 Terry Jones is appointed as Acting Fire Chief, for the City of Kawartha Lakes, pursuant to and subject to the provisions of the Act.

## **Section 4.00: Duties and Responsibilities**

- 4.01 The duties and responsibilities of the Acting Fire Chief shall be as set forth in the Statutes and Regulations of the Province of Ontario and in the By-laws and Policies of the Corporation of the City of Kawartha Lakes which have been or may hereafter be passed.
- 4.02 The Acting Fire Chief appointed herein will be ultimately responsible to the Council of the City of Kawartha Lakes for the delivery of fire protection services pursuant to the Act.
- 4.03 The Acting Fire Chief shall report to the CAO of the City of Kawartha Lakes.

## **Section 5.00: Administration and Effective Date**

- 5.01 **Administration of the By-law:** The CAO is responsible for the administration of this by-law.
- 5.02 **Effective Date:** This By-law shall come into force on July 1, 2021.

By-law read a first, second and third time, and finally passed, this 15<sup>th</sup> day of June, 2021.

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Andy Letham, Mayor

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Cathie Ritchie, City Clerk

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

## **By-Law 2021-\_\_\_\_**

### **A By-law to Repeal By-law 2011-092, being a By-law to Appoint a Fire Chief and to Create and Prescribe the Duties and Responsibilities of the Office in the City of Kawartha Lakes**

#### **Recitals**

1. Council adopted By-law 2011-092 on April 26, 2011 to appoint Mark Pankhurst as Fire Chief in the City of Kawartha Lakes.
2. Council deems it appropriate to repeal By-law 2011-092, effective June 30, 2021, due to changes in staffing.

**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;

“**Council**” or “**City Council**” means the municipal council for the City;

1.02 **Interpretation Rules:**

(a) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

#### **Section 2.00: Repeals**

2.01 **Repeal:** By-law 2011-092 is repealed effective June 30, 2021.

#### **Section 3.00: Administration**

3.01 **Administration of the By-law:** The Chief Administrative Officer is responsible for the administration of this by-law.

By-law read a first, second and third time, and finally passed, this 15<sup>th</sup> day of June, 2021.

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Andy Letham, Mayor

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Cathie Ritchie, City Clerk

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

## **By-Law 2021-\_\_\_\_**

### **A By-Law to Appoint a Deputy Fire Chief and to Create and Prescribe the Duties and Responsibilities of this Office in The City of Kawartha Lakes**

#### **Recitals**

1. Council established a Fire Department with the passage of By-law 2002-185 and by authority of the Fire Protection and Prevention Act, 1997, S.O. 1997, c.4 (FPPA).
2. If a fire department is established under the FPPA, Section 6.1 states that the Council of the municipality shall appoint a Fire Chief for the Fire Department.
3. Council considers it advisable to create the office of and to appoint a Deputy Fire Chief to fulfill the obligations of the FPPA.
4. This by-law confirms the decision of Council with the passage of By-law 2002-185.

**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,

**“Act”** means the Fire Protection and Prevention Act, 1997, S.O. 1997, c.4.

**“CAO”** means the Chief Administrative Officer of the City as appointed by Council;

**“City”, “City of Kawartha Lakes” or “Kawartha Lakes”** means The Corporation of the City of Kawartha Lakes;

**“City Clerk”** means the person appointed by Council to carry out the duties of the clerk described in section 228 of the Municipal Act, 2001;

**“Council” or “City Council”** means the municipal council for the City;

**“Deputy Fire Chief”** means a person appointed by Council to act as Fire Chief of the Fire Department in the case of an absence or a vacancy in the office of Fire Chief.

**“Fire Chief”** means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council.

**1.02 Interpretation Rules:**

- (a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.
- (b) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

**1.03 Statutes:** References to laws in this by-law are meant to refer to the statutes, as amended from time to time that are applicable within the Province of Ontario.

**1.04 Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

**Section 2.00: Offices Established**

**2.01** The Office of the Deputy Fire Chief for the City of Kawartha Lakes is hereby established.

**Section 3.00: Appointments**

**3.01** Terry Jones is hereby appointed as Deputy Fire Chief for the City of Kawartha Lakes.

**Section 4.00: Duties and Responsibilities**

**4.01** The duties and responsibilities of the Deputy Fire Chief shall be as set forth in the Statutes and Regulations of the Province of Ontario and in the By-laws and Policies of the Corporation of the City of Kawartha Lakes which have been or may hereafter be passed.

**4.02** The Deputy Fire Chief shall report to and be under the direction of the Fire Chief for the Corporation of the City of Kawartha Lakes.

## **Section 5.00: Effective Date**

- 5.01 **Administration of the By-law:** The Fire Chief is responsible for the administration of this by-law.
- 5.02 **Effective Date:** This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this 15<sup>th</sup> day of June, 2021.

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Andy Letham, Mayor

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Cathie Ritchie, City Clerk

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

## **By-Law 2021-\_\_\_\_**

### **A By-Law to Appoint a Deputy Fire Chief and to Create and Prescribe the Duties and Responsibilities of this Office in The City of Kawartha Lakes**

#### **Recitals**

1. Council established a Fire Department with the passage of By-law 2002-185 and by authority of the Fire Protection and Prevention Act, 1997, S.O. 1997, c.4 (FPPA).
2. If a fire department is established under the FPPA, Section 6.1 states that the Council of the municipality shall appoint a Fire Chief for the Fire Department.
3. Council considers it advisable to create the office of and to appoint a Deputy Fire Chief to fulfill the obligations of the FPPA.
4. This By-law confirms the decision of Council with the passage of By-law 2002-185.

**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,

**“Act”** means the Fire Protection and Prevention Act, 1997, S.O. 1997, c.4.

**“CAO”** means the Chief Administrative Officer of the City as appointed by Council;

**“City”, “City of Kawartha Lakes” or “Kawartha Lakes”** means The Corporation of the City of Kawartha Lakes;

**"City Clerk"** means the person appointed by Council to carry out the duties of the clerk described in section 228 of the Municipal Act, 2001;

**“Council” or “City Council”** means the municipal Council for the City;

**“Deputy Fire Chief”** means a person appointed by Council to act as Fire Chief of the Fire Department in the case of an absence or a vacancy in the office of Fire Chief.



**“Fire Chief”** means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council.

**1.02 Interpretation Rules:**

- (a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.
- (b) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

**1.03 Statutes:** References to laws in this by-law are meant to refer to the statutes, as amended from time to time that are applicable within the Province of Ontario.

**1.04 Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

**Section 2.00: Offices Established**

**2.01** The Office of the Deputy Fire Chief for the City of Kawartha Lakes is hereby established.

**Section 3.00: Appointments**

**3.01** Cameron Smith is hereby appointed as Deputy Fire Chief for the City of Kawartha Lakes.

**Section 4.00: Duties and Responsibilities**

**4.01** The duties and responsibilities of the Deputy Fire Chief shall be as set forth in the Statutes and Regulations of the Province of Ontario and in the By-laws and Policies of the Corporation of the City of Kawartha Lakes which have been or may hereafter be passed.

**4.02** The Deputy Fire Chief shall report to and be under the direction of the Fire Chief for the Corporation of the City of Kawartha Lakes.

## **Section 5.00: Effective Date**

- 5.01 **Administration of the By-law:** The Fire Chief is responsible for the administration of this by-law.
- 5.02 **Effective Date:** This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this 15<sup>th</sup> day of June, 2021.

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Andy Letham, Mayor

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Cathie Ritchie, City Clerk

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

## **By-Law 2021-\_\_\_\_**

### **A By-law to Repeal By-law 2007-198, being a By-law to Appoint a an Assistant Fire Chief and to Create and Prescribe the Duties and Responsibilities of the Office in the City of Kawartha Lakes**

#### **Recitals**

1. Council adopted By-law 2007-198 on September 11, 2007 to appoint Ronald Raymer as Assistant Fire Chief in the City of Kawartha Lakes.
2. Council deems it appropriate to repeal By-law 2007-198 due to changes in staffing.

**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;

“**Council**” or “**City Council**” means the municipal council for the City;

1.02 **Interpretation Rules:**

- (a) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

#### **Section 2.00: Repeals**

2.01 **Repeal:** By-law 2007-198 is hereby repealed.

#### **Section 3.00: Administration**

3.01 **Administration of the By-law:** The Chief Administrative Officer is responsible for the administration of this by-law.

By-law read a first, second and third time, and finally passed, this 15<sup>th</sup> day of June, 2021.

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Andy Letham, Mayor

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Cathie Ritchie, City Clerk

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

## **By-Law 2021-\_\_\_\_**

### **A By-law to Repeal By-law 2007-199, being a By-law to Appoint a an Assistant Fire Chief and to Create and Prescribe the Duties and Responsibilities of the Office in the City of Kawartha Lakes**

#### **Recitals**

1. Council adopted By-law 2007-199 on September 11, 2007 to appoint Patrick Twohey as Assistant Fire Chief in the City of Kawartha Lakes.
2. Council deems it appropriate to repeal By-law 2007-199 due to changes in staffing.

**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;

“**Council**” or “**City Council**” means the municipal council for the City;

1.02 **Interpretation Rules:**

- (a) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

#### **Section 2.00: Repeals**

2.01 **Repeal:** By-law 2007-199 is hereby repealed.

#### **Section 3.00: Administration**

3.01 **Administration of the By-law:** The Chief Administrative Officer is responsible for the administration of this by-law.

By-law read a first, second and third time, and finally passed, this 15<sup>th</sup> day of June, 2021.

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Andy Letham, Mayor

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Cathie Ritchie, City Clerk

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

## **By-law 2021-XXX**

### **A By-Law to Confirm the Proceedings of a Regular Meeting of Council, Tuesday, June 15, 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, June 15, 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 15<sup>th</sup> day of June 2021.

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Andy Letham, Mayor

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Cathie Ritchie, City Clerk