

The Corporation of the City of Kawartha Lakes

Amended Agenda

Regular Council Meeting

CC2021-15

Tuesday, September 21, 2021

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

Council Chambers

City Hall

26 Francis Street, Lindsay, Ontario K9V 5R8

Members:

Mayor Andy Letham

Deputy Mayor Patrick O'Reilly

Councillor Ron Ashmore

Councillor Pat Dunn

Councillor Doug Elmslie

Councillor Tracy Richardson

Councillor Kathleen Seymour-Fagan

Councillor Andrew Veale

Councillor Emmett Yeo

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

Accessible formats and communication supports are available upon request. The City of Kawartha Lakes is committed to accessibility for persons with disabilities. Please contact AgendaItems@kawarthalakes.ca if you have an accessible accommodation request.

1.	Call to Order	
2.	Opening Ceremonies	
2.1.	O Canada	
2.2.	Moment of Silent Reflection	
2.3.	Adoption of Open Session Agenda	
3.	Disclosure of Pecuniary Interest	
4.	Notices and Information by Members of Council and Staff	
4.1.	Council	
4.2.	Staff	
5.	Council Minutes	28 - 65
	Regular Council Meeting Minutes, August 10, 2021	
	Special Council Meeting Minutes, September 14, 2021	
	That the Minutes of the August 10, 2021 Regular Council Meeting and the September 14, 2021 Special Council Meeting, be received and adopted.	
6.	Deputations	
6.1.	CC2021-15.6.1	66 - 68
	Proposed ATV Route in Lindsay	
	(Item 9.3.29 on the Agenda)	
	Stuart Bothwell	
6.2.	CC2021-15.6.2	69 - 71
	By-Law to Deem Lots 53 and 54, Plan 190, being 19 and 67 West Street South, Fenelon Falls	
	(Item 11.1.14 on the Agenda)	
	Mark Chapel, EcoVue Consulting Services Inc.	

6.3.	CC2021-15.6.3	72 - 74
	Walls Surrounding the Olde Gaol, 50 Victoria Avenue North, Lindsay (Item 9.3.11 on the Agenda) Michael Bryant	
*6.4.	CC2021-15.6.4	75 - 77
	Dock Encroachment Policy (Item 11.2.1 on the Agenda) Gareth Jones Ross Betts	
7.	Correspondence	
8.	Presentations	
9.	Committee of the Whole	
9.1.	Correspondence Regarding Committee of the Whole Recommendations	
9.2.	Committee of the Whole Minutes	78 - 98
	Committee of the Whole Meeting Minutes, September 7, 2021 That the Minutes of the September 7, 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.	CW2021-188 That the deputation of Pam Nason, regarding a request to approve a dock located on municipally owned land adjacent to 2 Treewood Lane, be received.	
9.3.2.	CW2021-189 That the deputation of Gwen McNalley, regarding a request to approve a cedar hedge encroachment on the Victoria Rail Trail Corridor, be received.	

9.3.3. CW2021-190

That the deputation of Greg Wokral, regarding the proposed surplus declaration and sale of part of the west half of Lot 2, Concession 7, Fenelon, be received.

9.3.4. CW2021-191

That the deputation of Al Karklins, regarding the proposed surplus declaration and sale of part of the west half of Lot 2, Concession 7, Fenelon, be received.

9.3.5. CW2021-192

That the deputation of Candace Chartier and Patrick Chartier, regarding a request to purchase the road allowance adjacent to 21 Blue Bay Lane, Fenelon Falls, be received and referred to Staff for review and report back by the end of Q1, 2022.

9.3.6. CW2021-193

That the deputation of Christine Lanz, regarding the process to address the feral cat population, be received and referred to staff for review and report back.

9.3.7. CW2021-194

That the deputation of Sue Wyville, regarding a request for the installation of traffic lights at Canal Street, Boyd Street and Highway 36, Bobcaygeon, be received and referred to Staff for review as part of the Canal Street reconstruction process.

9.3.8. CW2021-195

That the deputation of Darryl James, regarding the proposed ATV Route in Lindsay, be received.

9.3.9. CW2021-196

That the deputation of Kelli Chiasson, regarding the proposed ATV Route in Lindsay, be received.

9.3.10. CW2021-197

That the deputation of Sharon Robbins, regarding the proposed ATV Route in Lindsay, be received.

9.3.11. CW2021-198

That the correspondence from Michael Bryant, **regarding the Olde Gaol Historic Walls at 50 Victoria Avenue North, Lindsay**, be received.

9.3.12. CW2021-199

That the petition received from Darryl James, **regarding Safety First - Say No to Proposed Road Access in Lindsay**, be received.

9.3.13. CW2021-200

That the presentation by Rodney Smith-Merkley and Brenda Hall, **regarding the establishment of the Mishkodeh Centre for Indigenous Knowledge in Bobcaygeon**, be received and forwarded to Staff for further discussion on the use of the Boyd Library space and report back on the use of that space.

9.3.14. CW2021-201

That the presentation by Katarzyna Sliwa and Matthew Cory, and Shekir Rehmatullah, **regarding the vision and presentation of the FLATO Development in Lindsay**, be received and referred to Staff for a report back at the October Committee of the Whole Meeting on recommended options and conditions for Council's consideration should Council wish to support the request for a Minister's Zoning Order (MZO); and

That those conditions include options for public process, consultation and required studies for responsible development and financial impacts.

9.3.15. CW2021-202

That the presentation by Gillian Steven and Kane Patterson, of the Kawartha Lakes Long Term Care Coalition, **regarding a request for a letter of support regarding a declaration to fix Long Term Care**, be received.

9.3.16. CW2021-203

That the presentation by Emily Turner, Economic Development Officer - Heritage Planning, **regarding a Heritage Applications Policy**, be received.

9.3.17. CW2021-204

That Report ED2021-012, **Heritage Applications Policy**, be received;

That the Policy entitled Heritage Applications Policy, appended to Report ED2021-012, be adopted, numbered, and inserted in the Corporate Policy Manual;

That By-Law 2019-154 (Heritage Delegated Authority By-Law) be amended to include the definition of demolition and associated procedures, as outlined in Appendix B of this report;

That the necessary amendment to By-law 2019-154 be brought forward for adoption at the next Regular Council Meeting;

That the tariff of fees on heritage matters be approved;

That the necessary By-Law (Tariff of Fees – Heritage Matters), as outlined in Appendix E of this report, be brought forward for adoption at the next Regular Council meeting; and

That staff be directed to amend the Consolidated Fees By-Law to include fees for the demolition of heritage property and the repeal of heritage designation By-Laws and bring forward the amendment by the end of Q4 2021.

9.3.18. CW2021-205

That Report RS2021-027, **Request For Direction For A Dock Within Road Allowance Leading To Water Adjacent To 2 Treewood Lane, Kirkfield**, be received; and

That Staff proceed with a private dock license agreement for public use, with the owners of 3 Treewood Lane, for the dock that is within the road allowance leading to water.

9.3.19. CW2021-206

That Report RS2021-028, **Request Direction from Council For Encroachment Adjacent To 25 Oakland Lane, Fenelon Falls**, be received;

That Staff proceed with an Encroachment Agreement to allow the encroachment of existing shrubs to remain in their current location; and

That existing and encroaching landscaping rocks be removed.

9.3.20. CW2021-207

That Report RS2021-029, **Proposed Surplus Declaration and Sale of Landlocked Parcel adjacent to 28 Pickerel Point Road, Lindsay**, be received;

That the matter be referred back to Staff for further review and report back to clarify the title to the subject property; and

That the report back include an option to convey the property to both adjoining landowners, if appropriate.

9.3.21. CW2021-208

That Report RS2021-030, **Proposed Surplus Declaration Closure and Sale of a Portion of Shoreline Road Allowance adjacent to 2612 Victoria Road, Kirkfield**, be received;

That the subject property, being a portion of shoreline road allowance adjacent to 2612 Victoria Road, Kirkfield and legally described as Part of the Original Shore Road Allowance Along Duck Lake Lying in Front of Lots 1 and 2, Concession 1, in the Geographic Township of Laxton City of Kawartha Lakes, be declared surplus to municipal needs;

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

That Council set the value of land at the higher of the appraised value or the minimum set price of \$23.00 per linear foot of shoreline road allowance adjacent to a lake;

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

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

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

That Report RS2021-031, Proposed Direct Sale of City-Owned Property – Old Post Road, Verulam – Lot 27, Plan 638, be received;

That the sale of the City-owned property located on Old Post Road, Verulam and legally described as Lot 27 on Plan 638, City of Kawartha Lakes to the Aspire Sturgeon Developments Inc., be supported in principle, in accordance with the provisions of By-Law 2018-020, as amended, and the Municipal Act, 2001, and subject to the parties entering into a conditional Agreement of Purchase and Sale;

That the land be sold on the condition that Aspire Developments Inc. registers a plan of condominium on title, making all owners of the land within the plan of subdivision (including this parcel) responsible for the maintenance of the open space blocks within the plan. This to be done at the time of closing this transfer;

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

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

That Report RS2021-032, **Proposed Surplus Declaration Closure, and Sale of a portion of Road Allowance adjacent to 7 The Avenue, Kinmount**, be received;

That the subject property, being a portion of the road allowance adjacent to 7 The Avenue, Kinmount and legally described as Part of Lot 1 and 2 on the south side of Paul Street on Plan 105 as in R419824, City of Kawartha Lakes, be declared surplus to municipal needs;

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

That Council set the value of the land at the higher of the appraised value or the minimum set price of \$15.00 per linear foot of road allowance;

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

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

That a deeming by-law be passed contemporaneously with the disposition by-law if necessary; and

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

That Report RS2021-033, **Proposed Surplus Declaration, Closure, and Sale of Shoreline Road Allowance adjacent to 29 Fox Beach Lane, Carden**, be received;

That the subject property, being a portion of shoreline road allowance adjacent to 29 Fox Beach Lane, Carden, and legally described as Part of Lot 20, Concession 4, Carden as in R420546; T/W R420546, City of Kawartha Lakes, be declared surplus to municipal needs;

That the closure of the portion of shoreline road allowance to the adjoining landowner be supported, in principle, in accordance with the provisions of By-Law 2018-20, as amended, and the Municipal Act, 2001, and subject to the parties entering into a conditional Agreement of Purchase and Sale;

That Council set the value of land at the higher of the appraised value or the minimum set price of \$23.00 per linear foot of shoreline road allowance adjacent to a lake;

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

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

That a deeming by-law be passed contemporaneously with the disposition by-law if necessary; and

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

9.3.25. CW2021-212

That Report RS2021-034, **Road Allowance Leading To Water – Marsh Creek**, be received;

That Council provide an exemption to the previous council resolution for Road Allowance Leading to Water be held in public ownership;

That Staff be directed to commence the disposition process as set out in the disposition policy;

That the property be sold for no less than the greater of the appraised value and the linear minimum value of \$15 per linear foot, as set out in the Sale of Land By-law 2018-020; and

That a deeming by-law be presented to Council if necessary, to ensure that the purchased property merges with the benefitting parcel.

9.3.26. CW2021-213

That Report ML2021-006, **Discharge of Firearms by-law review and update**, be received;

That the proposed By-Law, being a By-Law to Regulate the Discharge of Firearms in the City of Kawartha Lakes, attached as Appendix C to this report be approved; and

That By-Law 2005 – 329 being a By-Law to Regulate the Discharge of Firearms in the City of Kawartha Lakes be repealed.

9.3.27. CW2021-214

That Report MLE2021-009, By-Law 2013-148 as amended, to License, Regulate and Govern Seasonal Trailer Park Businesses – review and amendments, be received;

That staff provide notification to all park owners indicating the intention of amending By-Law 2013-148 as amended, being a By-Law to License, Regulate and Govern Seasonal Trailer Park Businesses be amended;

That staff provide notification to all park owners indicating the intention of amending By-Law 2018-234 as amended, being a By-law to Establish and Require Payment of Fees for Information, Services, Activities and Use of City Property in The City of Kawartha Lakes (known as the Consolidated Fees By-law); and

That the recommended By-Law to amend By-Law 2013-148 be brought forward to Council for consideration at the Regular Council Meeting on October 19, 2021.

9.3.28. CW2021-215

That Report WM2021-011, Lindsay Ops Compost Giveaway Recommendations, be received;

That compost and woodchip giveaways continue to be a free program offered to the residents of Kawartha Lakes provided the users are loading the material into their own vehicles using hand tools; and

That the Consolidated Fees By-Law be amended to include a fee of \$100 per tonne to use landfill equipment to load compost and/or woodchips into residential and/or commercial vehicles.

9.3.29. CW2021-216

That Report PW2021-004, Off Road Vehicle Task Force Recommendations, be received;

That the linkage route for ATV's through the urban area of Lindsay proposed by the Off Road Vehicle Use of City Roads Task Force not be approved;

That the Off Road Vehicle Use of City Roads Task Force review and report back on by-pass options for an ATV route around Lindsay to link the north and south trails; and

That the by-pass option(s) include a bridge crossing at Thunderbridge Road.

9.3.30. CW2021-218

That the Memorandum from Councillor Dunn, **regarding Service Hook-Up**, be received.

9.3.31. CW2021-219

That the Memorandum from Councillor Ashmore, **regarding the Snug Harbour Road Network**, be received;

That Staff conduct a Traffic Load Study to determine current road classification for road maintenance and repair; and

That Staff report their findings to Council by the end of Q1, 2022.

9.4. Items Extracted from Committee of the Whole Minutes

9.4.1. CW2021-217

That the Memorandum from Mayor Letham, **regarding Vaccination Requirement for Attendance in Council Chambers**, be received;

That Council immediately implement the following requirements for anyone attending Council Chambers:

- you must be fully vaccinated to attend a Council meeting in person
- if you are not fully vaccinated, either for medical reasons or personal choice, you must provide proof of a negative test result that is dated no earlier than 2 days before the meeting.

10. **Planning Advisory Committee**

10.1. Correspondence Regarding Planning Advisory Committee Recommendations

10.2. Planning Advisory Committee Minutes

99 - 105

Planning Advisory Committee Meeting Minutes, September 8, 2021

That the Minutes of the September 8, 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. PAC2021-067

That Report PLAN2021-049, **Plan 377 Part of Lots 28 and 29, Former Town of Lindsay, Cross Realco Ltd. – Application D06-2021-019**, be received;

That the zoning by-law amendment, substantially in the form attached as Appendix D to Report PLAN2021-049, 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.

10.3.2. PAC2021-068

That Report PLAN2021-051, **Amend Fenelon Zoning By-law 12-95 at 34 Arbour Street - McLean**, be received;

That a Zoning By-law, respecting application D06-2021-020, substantially in the form attached as Appendix D to Report PLAN 2021-051 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.

10.3.3. PAC2021-069

That the deputation of Bob Clark, regarding Report PLAN2021-050, be received.

10.3.4. PAC2021-070

That Report PLAN2021-050, **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;

That a Zoning By-law, respecting application D06-2021-010, substantially in the form attached as Appendix D to Report PLAN2021-050 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.

10.3.5. PAC2021-071

That the update and spreadsheet presented by R. Holy, Acting Director of Development Services, **regarding the Ongoing Planning Applications Spreadsheet - 2021 Update**, be received for information.

10.4. Items Extracted from Planning Advisory Committee Minutes

11. Consent Matters

That all of the proposed resolutions shown in Sections 11.1 and 11.2 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. CORP2021-015

106 - 117

2021 Q2 Capital Close

Logan Watson, Junior Accountant

That Report CORP2021-015, 2021 Q2 Capital Close, be received;

That the capital projects identified in Attachment A to Report CORP2021-015 be approved to be closed due to completion;

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

Reserve	Report Closing Balance
Capital Contingency Reserve	\$1,132,241.00
Kawartha Lakes Police Contingency Reserve	\$80,244.02
Sewer Infrastructure Reserve	\$34,141.60
Water Infrastructure Reserve	\$114,168.90

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

- 928171900 - ***M/Y Purchase Parks & Rec Software (2017)
- 997200100 - Landfill Siteworks (2020)
- 950200400 – Parks & Recreation Equipment (2020)
- 983200500 - Rural Resurfacing (2020)
- 969200100 - Victoria Manor (2020)
- 998200100 - Water Treatment (2020)
- 938200201 - Ambulance Remount (2020)
- 953170501 - Development 68 Lindsay St N (2017)
- 928200100 - IT Systems (2020)
- 983201101 - Traffic Light Component (2020)
- 983200400 - Urban/Arterial Resurfacing (2020)
- 969190101 - Victoria Manor (2019)
- 983201201 - William St Parking Lot (2020)
- 998200400 - WWW Studies/Special Projects (2020)

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

- 999190100 - ***M/Y Document & Record Management System (2019)
- 932200100 - Fire Facilities (2020)
- 928190100 - IT Systems (2019)

- 932200300 - Fire Equipment (2020)
- 932200200 - Fire Fleet (2020)
- 928151500 - ERP System (2015)
- 983210101 - Mill Pond Bridge (Replacement) (2021)
- 994200101 - Transit Stops (2020)
- 950151801 - ***M/Y Logie Park Improvements (2015)

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

- 983200100 – Bridges (2020)
- 983200300 - Urban/Rural Reconstruction (2020)
- 998200300 - Water Distribution & Wastewater Collection (2020)
- 994210100 - Transit Siteworks (2021)
- 983210300 - Urban/Rural Reconstruction (2021)
- 994200200 - Fleet (2020)
- 998110100 - Omemee WPC Plant Upgrades (2011)
- 983180300 - Urban/Rural Reconstruction (2018)
- 983190300 - Urban/Rural Reconstruction (2019)
- 983170300 - Urban/Rural Reconstruction
- 998200200 - Wastewater Treatment (2020)
- 998180300 – Water Distribution & Wastewater Collection (2018)

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

- 994210200 - Fleet Equipment (2021)

11.1.2.

PUR2021-018

118 - 121

Computer Aided Dispatch Automatic Vehicle Location for Calling of Transit Stops

Marielle van Engelen, Buyer

That Report PUR2021-018, Computer Aided Dispatch Automatic Vehicle Location for Automatic of Transit Stops, be received; and

That the contract extension with Consat Canada Inc., through the co-operative RFP-2015-TPI-019 Supply and Install of an Intelligent Transportation System-Automated Vehicle Location Solution issued by Metrolinx; be approved for an additional two (2) years plus one (1) optional year.

11.1.3.

CS2021-008

122 - 125

Release of Fenelon Falls Powerlinks Funds

LeAnn Donnelly, Executive Assistant, Community Services

That Report CS2021-008, Release of Fenelon Falls Powerlinks Funds, be received;

That \$14,739.00 be released from the Fenelon Falls Powerlinks Reserve Fund to the Fenelon Falls Horticultural Society for waterfront projects;

That \$4,000.00 be released from the Fenelon Falls Powerlinks Reserve Fund to Kawartha Works Community Cooperative Inc. for the supply and installation of a bike repair station; and

That \$35,000.00 be released from the Fenelon Falls Powerlinks Reserve Fund to the Powerlinks Committee for the purpose of a structural design of the Fenelon Falls Boardwalk area.

11.1.4.

CS2021-009

126 - 131

Durham Region 311

Craig Shanks, Director of Community Services

That Report CS2021-009, Durham Region 311 Request, be received; and

That the City of Kawartha Lakes has no objection and will assist Durham Region with the 311 Exchange implementation by re-routing dialed customer services calls originating from the overlap that exists between the City of Kawartha Lakes and the geographical area of the Regional Municipality of Durham, on an understanding that where callers (customers, residents and businesses) of the Region of Durham dial 311 erroneously from within these exchanges, they will be given an option of being transferred to the contact centre of the municipality, town or county in which they reside.

11.1.5.	CA2021-005	132 - 135
	<p>Early-Start Approval for Certain Proposed 2022 Capital and Special Projects</p> <p>Adam Found, Manager of Corporate Assets</p> <p>That Report CA2021-005, Early-Start Approval for Certain Proposed 2022 Capital Projects, be received; and</p> <p>That the proposed capital projects identified in Tables 1-2 of Report CA2021-005 be approved and included in the applicable forthcoming 2022 capital budgets.</p>	
11.1.6.	ENG2021-020	136 - 147
	<p>Fenelon Falls Bridge Update and Funding Consideration</p> <p>Corby Purdy, Manager, Infrastructure, Design and Construction</p> <p>That Report ENG2021-020, Fenelon Falls Bridge Update and Funding Consideration, be received;</p> <p>That the Design and Schedule C Environmental Assessment for the construction of the Fenelon Falls Bridge be added to the 2021 Capital Budget;</p> <p>That Council authorize the single source to DM Wills, for the Design and Schedule C Environmental Assessment for the Fenelon Falls Bridge for the total amount of \$495,000.00 not including HST; and</p> <p>That Council approve \$495,000.00 to be funded from the Capital Contingency Reserve (1.32248).</p>	
11.1.7.	ENG2021-021	148 - 154
	<p>Request for Speed Reduction - Pigeon Lake Road</p> <p>Joseph Kelly, Senior Engineering Technician</p>	

That Report ENG2021-021, Request for Speed Reduction - Pigeon Lake Road, be received;

That the speed limit of KL 17 (Pigeon Lake Road) from 300m south of the south intersection of Perdue Road to 200m north of the north intersection with Perdue Road be reduced to 60 km/hr;

That the speed limit of KL 17 (Pigeon Lake Road) from 250m north of Old Surrey Lane to the existing 60 km/hr zone at Falls Bay Road be reduced to 60 km/hr;

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 speed reduction.

11.1.8.

ENG2021-022

155 - 162

Request for All-way Stop - Victoria Avenue North, Wellington Street, Lindsay

Joseph Kelly, Senior Engineering Technician

That Report ENG2021-022, Request for All-Way Stop - Victoria Avenue North, Wellington Street, Lindsay, be received;

That an all-way stop be installed at the intersection of Victoria Avenue North and Wellington Street;

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

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

11.1.9.

ENG2021-023

163 - 166

Request for By-Law to Support Existing Speed Signage - Balsam Lake Drive

Joseph Kelly, Senior Engineering Technician

That Report ENG2021-023, Request for By-law to Support Existing Speed Signage – Balsam Lake Drive, be received;

That the speed limit of Balsam Lake Drive from KL Road 48 to Parkside Road be posted at 50km/hr;

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 decision.

11.1.10. ENG2021-024 167 - 170

Request for Speed Reduction - Glenarm Road

Joseph Kelly, Senior Engineering

That Report ENG2021-024, Request for Speed Reduction – Glenarm Rd, be received;

That the speed limit of Glenarm Road (KL Road 8) from 250m west of Fenel Road to 250m East of Fenel Road be reduced to 50km/hr;

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 decision.

11.1.11. ENG2021-026 171 - 180

Request for New Pedestrian Pathway Bobcaygeon

Michael Farquhar, Manager of Technical Services

That Report ENG2021-026, Request for New Pedestrian Pathway Bobcaygeon, be received.

11.1.12. EMS2021-003 181 - 184

Response Time Performance Plan

Sara Johnston, Deputy Chief Professional Standards

That Report EMS2021-003, **2022 Response Time Performance Plan**, be received; and

That staff be authorized to submit the 2022 RTPP to the Ministry, including the following response targets for 2022:

CTAS level	Target elapsed time from paramedic notified until on scene (min.)	Target percentage to achieve response time target
Sudden Cardiac Arrest	6	25
CTAS 1	8	50
CTAS 2	10	60
CTAS 3	20	75
CTAS 4	25	75
CTAS 5	30	75

11.1.13. PLAN2021-044 185 - 194

Removal of Holding (H) Provision – Deer Run Golf Course

Ian Walker, Planning Officer - Large Developments

That Report PLAN2021-044, **Part of Lots 9 and 10, Concession 2, Geographic Township of Ops, BATL Management Inc. - Application D06-2021-018**, be received;

That the Zoning By-Law Amendment respecting application D06-2021-018 identified as 35 Brook Street, City of Kawartha Lakes, as generally outlined in Appendix 'C' to Report PLAN2021-044, 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.

11.1.14. PLAN2021-053 195 - 204

By-Law to Deem Lots 53 and 54, Plan 190

Mark LaHay, Planner II

That Report PLAN2021-053, **By-law to Deem Lots 53 and 54, Plan 190**, be received;

That a Deeming By-law respecting Lots 53 and 54, Plan 190, substantially in the form attached as Appendix D to Report PLAN2021-053, 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.

*11.1.15. RS2021-037

205 - 260

Proposed Lease Agreement Between the City of Kawartha Lakes and Horizon Aircraft, Inc.

Christine Oliver, Law Clerk - Realty Services

That Report RS2021-037, **Proposed Lease Agreement between the City of Kawartha Lakes and Horizon Aircraft, Inc.**, be received;

That a By-Law (attached as Appendix D) authorizing to execute the proposed lease agreement for a five (5) year term between the City of Kawartha Lakes and Horizon Aircraft, Inc. for a commercial building at the Municipal Airport, 3187 Highway 35, Lindsay, being utilized for engineering and design aircraft business, be approved; and

That the Mayor and Clerk be authorized to execute the proposed lease agreement (substantially in the form as attached as Appendix E) on behalf of the Corporation of the City of Kawartha Lakes with Horizon Aircraft, Inc. for the purpose of leasing commercial building for a five (5) year term at the Municipal Airport, 3187 Highway 35, Lindsay, being utilized for engineering and design aircraft business.

11.2. Items Extracted from Consent

11.2.1. RS2021-035

261 - 313

Proposed Amendments to the Dock Encroachment Policy CP2018-001 - Update

Sharri Dyer, Manager - Realty Services

That Report RS2021-035, **Proposed Amendments to Dock Encroachment Policy CP2018-001 - Update**, be received.

12. **Petitions**

13. **Other or New Business**

14. By-Laws

That the By-Laws shown in Section 14.1 of the Agenda, namely: Items 14.1.1 to and including 14.1.14 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. CC2021-15.14.1.1 314 - 316

By-Law to Amend the Town of Lindsay Zoning By-Law No. 2000-75 to Rezone Land within the City of Kawartha Lakes (71 Mount Hope Street - Cross Realco Ltd.)

14.1.2. CC2021-15.14.1.2 317 - 319

By-Law to Amend The Township of Fenelon Zoning By-Law No. 12-95 To Rezone Land within the City of Kawartha Lakes (34 Arbour Street - McLean)

14.1.3. CC2021-15.14.1.3 320 - 322

By-Law to Amend the Township of Eldon Zoning By-Law No. 94-14 to Rezone Land within the City of Kawartha Lakes (152 Glenarm Road - Motara)

14.1.4. CC2021-15.14.1.4 323 - 331

By-Law to Repeal and Replace By-Law 2005-329, being a By-Law to Regulate the Discharge of Firearms

14.1.5. CC2021-15.14.1.5 332 - 333

By-Law to Amend By-Law 2019-154, being a By-Law to Delegate Authority for the Alteration of Heritage Property in the City of Kawartha Lakes

14.1.6. CC2021-15.14.1.6 334 - 354

By-Law to Authorize Entering into a Municipal Housing Facilities Agreement with Diane Engelstad

14.1.7. CC2021-15.14.1.7 355 - 356

By-Law to Appoint a Municipal Law Enforcement Officer for Limited Enforcement Purposes (Daly)

14.1.8.	CC2021-15.14.1.8	357 - 358
	By-Law to Repeal By-Laws to Appoint an Inspector and Municipal Law Enforcement Officer for the City of Kawartha Lakes	
14.1.9.	CC2021-15.14.1.9	359 - 360
	By-Law to Amend By-Law 2005-328, being a By-Law to Establish Speed Limits (Pigeon Lake Road and Glenarm Road and Balsam Lake Drive)	
14.1.10.	CC2021-15.14.1.10	361 - 363
	By-Law to Provide for the Erection of Stop Signs in the City of Kawartha Lakes at Victoria Avenue North and Wellington Street, in the Town of Lindsay	
14.1.11.	CC2021-15.14.1.11	364 - 366
	By-Law to Amend the Township of Ops Zoning By-Law No. 93-30 to Remove The Holding Symbol (H) From A Zone Category on Property within The City of Kawartha Lakes (35 Brook Street - BATL Management Inc.)	
14.1.12.	CC2021-15.14.1.12	367 - 368
	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# 63160-0414 (LT), Described as Lots 53 and 54, Plan 190, Geographic Township of Fenelon, now City of Kawartha Lakes (lands behind 67 West Street North - Muskoka D & M Corp.)	
14.1.13.	CC2021-15.14.1.13	369 - 370
	By-Law to Repeal a By-Law to Appoint a Deputy Chief Building Official and Prescribe the Duties and Responsibilities (D. Wolven)	
*14.1.14.	CC2021-15.14.1.14	371 - 388
	By-Law to Authorize the Execution of a Lease Agreement between Horizon Aircraft, Inc. and The City of Kawartha Lakes for a Commercial Building at the Municipal Airport, 3187 Highway 35, Lindsay, in 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

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, September 21, 2021, namely Items 16.3.1 to and including 16.3.7.

16.3.1. CC2021-15.16.3.1

Confidential Closed Session Minutes, August 10, 2021 Regular Council Meeting

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

Municipal Act, 2001 s.239(2)(c) Proposed or Pending Acquisition or Disposition of Land

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. ED2021-030

Kawartha Lakes Municipal Heritage Committee Appointments

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

Emily Turner, Economic Development Officer - Heritage Planning

16.3.3. PLAN2021-052

Kawartha Lakes Environmental Advisory Committee Appointments

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

Richard Holy, Acting Director of Development Services

- 16.3.4. PLAN2021-048
- Growth Management Strategy (GMS) Task Force Member**
Appointments
Municipal Act, 2001 s.239(2)(b) Personal Matters About Identifiable
Individuals
Richard Holy, Acting Director of Development Services
- 16.3.5. PRC2021-007
- Bobcaygeon Beach Park Redevelopment Project Update**
Municipal Act, 2001 s.239(2)(e) Litigation or Potential Litigation,
Including Matters Before Administrative Tribunals Affecting the
Municipality or Local Board
Craig Shanks, Director of Community Services
- 16.3.6. CC2021-15.16.3.6
- Staffing Updates - Verbal Report**
Municipal Act, 2001 s.239(2)(b) Personal Matters About Identifiable
Individuals
Ron Taylor, Chief Administrative Officer
- *16.3.7. CC2021-15.16.3.7
- Coboconk Wellness Centre Request from the Coboconk, Norland and**
Area Chamber of Commerce - Verbal Report
Municipal Act, 2001 s.239(2)(b) Personal Matters About Identifiable
Individuals
Mayor Letham
Ron Taylor, Chief Administrative Officer
17. **Matters from Closed Session**
18. **Confirming By-Law**
- 18.1. CC2021-15.18.1 389 - 389
- By-Law to Confirm the Proceedings of the Regular Council Meeting of
September 21, 2021
19. **Adjournment**

The Corporation of the City of Kawartha Lakes

Minutes

Regular Council Meeting

CC2021-13
Tuesday, August 10, 2021
Open Session Commencing at 1:00 p.m.
Council Chambers
City Hall
26 Francis Street, Lindsay, Ontario K9V 5R8

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

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

Accessible formats and communication supports are available upon request. The City of Kawartha Lakes is committed to accessibility for persons with disabilities. Please contact AgendaItems@kawarthalakes.ca if you have an accessible accommodation request.

1. Call to Order

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

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

Directors B. Robinson, J. Rojas, J. Stover, City Solicitor R. Carlson, Paramedic Chief R. Mellow, Acting Director R. Holy, Manager of Parks, Recreation and Culture J. Johnson, Executive Assistant L. Donnelly, Economic Development Officer Heritage Planning E. Turner and Manager of Human Services J. Mitchell were in attendance electronically.

2. Opening Ceremonies

2.1 O Canada

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

2.2 Moment of Silent Reflection

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

2.3 Adoption of Open Session Agenda

CR2021-347

Moved By Councillor Elmslie

That the agenda be adopted as circulated and with the following amendments:

Additions:

Item 6.1, being a deputation from Athol Hart, Chair of the Municipal Heritage Committee regarding Comments on the Demolition of the Courtyard Walls at 50 Victoria Avenue, Lindsay (Agenda Item 10.1.5)

Item 9.1.1, being correspondence from Kathy Morton regarding a Zoning By-Law Amendment for 1449 Highway 7A, Bethany (Agenda Item 9.3.7)

Item 9.3.7 to and including Item 9.3.14, being business arising from the August 4, 2021 Planning Advisory Committee Meeting

Item 13.1.25, being a By-Law to Amend the Township of Manvers Zoning By-Law No. 8 to Rezone Land within the City of Kawartha Lakes (1449 Highway 7A, Bethany)

Carried

3. Disclosure of Pecuniary Interest

There were no declarations of pecuniary interest disclosed.

4. Notices and Information by Members of Council and Staff

4.1 Council

Councillor Richardson

- A classic car show will be held in Pontypool on Saturday, August 21st with all proceeds going to the Pontypool Community Centre and the local Food Bank.
- The Manvers Skating Club has an ongoing bottle drive and donations can be dropped off at 727 Janetville Road.

Councillor Elmslie

- The grand opening of the Grove Theatre in Fenelon Falls was held on Thursday, August 5th.

Councillor Yeo

- The fundraising thermometer has been unveiled and will be used to track the proceeds that have been raised through the fundraising campaign for the Coboconk Wellness Centre. The fundraising campaign has successfully raised \$600,000.00 of its \$1,500,000.00 goal.
- Councillor Ashmore
- A Beef BBQ will be held at the Downveyville Hall on Sunday, September 19th with all proceeds going to the Downeyville Hall Renovation Fund.
- The Dunsford Community Centre is preparing to reopen; any residents who are interested in volunteering at the Community Centre are invited to attend a meeting at the Community Centre on August 12th.
- A fundraising campaign is ongoing for a local family for a procedure that is not covered by OHIP and residents can contact Councillor Ashmore for further detail.

Deputy Mayor O'Reilly

- The 2021 Lindsay Exhibition will be held in-person on September 18th through to September 26th; the extended schedule will reduce the number of people on the grounds at one time which will allow physical distancing.
- An appreciation event will be held in Lindsay on Saturday, August 21st to honour Clair Wright, Emma Wright, Jill Moffat and Olivia Apps for their participation in the 2021 Olympics. The event will include a small parade down Kent Street which will conclude with a presentation at Victoria Park.

Councillor Seymour-Fagan

- The Bobcaygeon Farmers Market is now open on Saturday mornings from 8:00 a.m. to 12:00 p.m.
- The Globus Theatre is now open for in-person events.
- A fundraising event was held at El Patio in Bobcaygeon on Saturday, August 6th to raise funds in support of service dogs for veterans and first responders; a thank you was extended for all of the community support.

4.2 Staff

5. Council Minutes

Regular Council Meeting, June 15, 2021

Special Council Meeting, June 29, 2021

CR2021-348

Moved By Councillor Elmslie

Seconded By Councillor Veale

That the Minutes of the June 15, 2021 Regular Council Meeting and the June 29, 2021 Special Council Meeting, be received and adopted.

Carried

6. Deputations

6.1 CC2021-13.6.1

Comments from the Municipal Heritage Committee Regarding the Demolition of Courtyard Walls - 50 Victoria Avenue North Lindsay (Agenda Item 10.1.5)

Athol Hart, Chair, City of Kawartha Lakes Municipal Heritage Committee

Athol Hart, Chair of the Municipal Heritage Committee, provided an overview of the comments from the Municipal Heritage Committee regarding the demolition of the courtyard walls at 50 Victoria Avenue North in Lindsay.

CR2021-349

Moved By Councillor Dunn

Seconded By Councillor Veale

That the deputation of Athol Hart, Chair, Municipal Heritage Committee, **regarding the Demolition of the Courtyard Walls at 50 Victoria Avenue North, Lindsay**, be received.

Carried

7. Correspondence

7.1 CC2021-13.7.1

Speed Limit on Pigeon Lake Road from Victoria Place South to Falls Bay Road

(relating to Agenda Item 10.2.5)

Ann Adare

CR2021-350

Moved By Councillor Ashmore

Seconded By Councillor Seymour-Fagan

That the correspondence from Ann Adare, **regarding the speed limit on Pigeon Lake Road from Victoria Place South to Falls Bay Road**, be received.

Carried

7.2 CC2021-13.7.2

Eye Care in Ontario

Dr. H. David Stone, Optometrist

CR2021-351

Moved By Councillor Dunn

Seconded By Councillor Elmslie

That the correspondence from Dr. H. David Stone, **regarding Eye Care in Ontario**, be received.

That the Council of the City of Kawartha Lakes supports and encourages a fair negotiation with the Province of Ontario and the Ontario Association of Optometrists to resolve the underfunding of eye and vision care; and

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

Carried

7.3 CC2021-13.7.3

Request for a Letter of Municipal Significance in Support of a Special Occasion Permit for the Grand Opening of The Doll House Boutique, Lindsay

Kayla Webster

Shawna Webster

Holly Suddick

CR2021-352

Moved By Councillor Yeo

Seconded By Councillor Seymour-Fagan

That the correspondence from Kayla Webster, Shawna Webster and Holly Suddick, **regarding a request for a Letter of Municipal Significance in support of a Special Occasion Permit for the grand opening of The Doll House Boutique in Lindsay**, be received; and

That a letter be issued in support of a Special Occasion Permit to confirm that the grand opening of The Doll House Boutique in Lindsay is considered to be an event of municipal significance.

Carried

CR2021-353

Moved By Councillor Richardson

Seconded By Deputy Mayor O'Reilly

That the letter of municipal significance requirement for special occasion permits be referred to staff for review and report back in Q3 of 2021; and

That the report back include a policy to address how future requests will be addressed through a delegated authority.

Carried

8. Presentations

9. Planning Advisory Committee

9.1 Correspondence Regarding Planning Advisory Committee Recommendations

9.1.1 CC2021-13.9.1.1

**Zoning By-Law Amendment, 1449 Highway 7A, Bethany
(relating to Agenda Item 9.3.7)**

Kathy Morton

CR2021-354

Moved By Councillor Richardson

Seconded By Councillor Elmslie

That the correspondence from Kathy Morton, **regarding the Zoning By-Law Amendment for 1449 Highway 7A, Bethany**, be received.

Carried

9.2 Planning Advisory Committee Minutes

Planning Advisory Committee Meeting, July 14, 2021

Planning Advisory Committee Meeting, August 4, 2021

CR2021-355

Moved By Councillor Veale

Seconded By Deputy Mayor O'Reilly

That the Minutes of the July 14, 2021 and August 4, 2021 Planning Advisory Committee Meetings be received and the recommendations, included in Section 9.3 of the Agenda, save and except for Item 9.3.1 and 9.3.12, be adopted.

Carried

9.3 Business Arising from Planning Advisory Committee Minutes

9.3.2 PAC2021-049

That Report PLAN2021-039, **Rezoning Application - Three Lakes Developments Inc.**, be received;

That the application be referred back to staff to address issues raised through the public consultation and agency review process; and

That a report respecting this application return to the August 4, 2021 Planning Advisory Committee Meeting.

Carried

9.3.3 PAC2021-050

That Report PLAN2021-040, **respecting Part Block W, Plan 100, Part Francis Street, Part 1, Plan 57R-4276, Former Village of Fenelon Falls, identified as 205 Francis Street East, 3770010 Canada Inc. – Applications D01-2021-002 and D06-2021-012**, be received; and

That the applications respecting the proposed Official Plan Amendment and Zoning By-law Amendment be referred back to staff for further review and processing and returned to the August 4, 2021 Planning Advisory Committee Meeting.

Carried

9.3.4 PAC2021-051

That Report PLAN2021-041, **Plan 70 Fourth Range Part of Lots 7 and 8; 57R-8768 Parts 1 and 2, Former Village of Bobcaygeon, Harper – Application D06-2021-013**, be received; and

That PLAN2021-041 respecting Application D06-2021-013 be referred back to staff to address any issues raised through the public consultation process and for further review and processing until such time that all comments have been received from all circulated agencies, and City departments, and that any comments and concerns have been addressed.

Carried

9.3.5 PAC2021-052

That Report ENG2021-001, **Assumption of Riverside Heights Subdivision Report – Phase 2**, be received;

That the Assumption of Riverside Heights Subdivision – A portion of Plan 626, City of Kawartha Lakes, be approved;

That an Assumption By-Law, substantially in the form attached as Appendix “A” to Report ENG2021-001 be approved and adopted by Council;

That the Council approve and authorize the use of security held by the City, in the amount of \$111,172.97, to partially fund the future Capital project for the completion of Public Services within the assumed portion of Plan 626, as deemed necessary by the Director of Engineering and Corporate Assets; and

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

Carried

9.3.6 PAC2021-053

That Report ENG2021-002, **Assumption of Four Winds Subdivision Phase 2, Ops**, be received;

That the Assumption of Four Winds Subdivision Phase 2, Geographic Township of Ops, City of Kawartha Lakes, be approved;

That an Assumption By-Law, including requisite road dedication, substantially in the form attached as Appendix 'A' to Report ENG2021-002 be approved and adopted by Council;

That the Council approve and authorize the use of security held by the City, in the amount of \$44,779.88, to partially fund any future capital expenditure or lifecycle replacement for the completion of Public Services within the assumed Plan 57M-767, as deemed necessary by the Director of Engineering & Corporate Assets; and

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

Carried

9.3.7 PAC2021-056

That Report PLAN2021-042, **Zoning By-law Amendment for 1449 Highway 7A, Manvers**, be received;

That a By-law to implement Zoning By-law Amendment application D06-2021-017, be prepared, approved, and adopted by Council; and

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

Carried

9.3.8 PAC2021-057

That Report PLAN2021-045, **Rezoning Application - Three Lakes Developments Inc. (Former Rokeby Subdivision)**, be received;

That provided that there are no substantive public concerns raised at the Public Meeting, the rezoning application for the Three Lakes Developments Inc. (Former Rokeby Subdivision), City of Kawartha Lakes, substantially in the form attached as Appendix C to Report PLAN2021-045 be approved by Council; and

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

Carried

9.3.9 PAC2021-058

That the deputation of Kevin Duguay, **regarding Report PLAN2021-047**, be received.

Carried

9.3.10 PAC2021-059

That the deputation of Michael Fry, **regarding Report PLAN2021-043**, be received.

Carried

9.3.11 PAC2021-060

That the deputation of Paul DeMelo, **regarding report PLAN2021-043**, be received.

Carried

9.3.13 PAC2021-062

That Report PLAN2021-046, **respecting Part Block W, Plan 100, Part Francis Street, Part 1, Plan 57R-4276, Former Village of Fenelon Falls, identified as 205 Francis Street East, 3770010 Canada Inc. – Applications D01-2021-002 and D06-2021-012**, be received;

That a By-law to implement Official Plan Amendment application D01-2021-002, substantially in the form attached as Appendix C to Report PLAN2021-046 be approved and adopted by Council;

That a By-law to implement Zoning By-law Amendment application D06-2021-012, substantially in the form attached as Appendix D to Report PLAN2021-046 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 these applications.

Carried

9.3.14 PAC2021-063

That Report PLAN2021-047, **Official Plan Amendment and Zoning By-law Amendment for Hamilton Street, Lindsay**, be received;

That an Official Plan Amendment By-law, respecting Application D01-2021-003, substantially in the form attached as Appendix D to this report be approved for adoption by Council;

That a Zoning By-law Amendment By-law, respecting Application D06-2021-015, substantially in the form attached as Appendix E to this report 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

9.4 Items Extracted from Planning Advisory Committee Minutes

9.3.1 PAC2021-048

CR2021-356

Moved By Councillor Yeo

Seconded By Deputy Mayor O'Reilly

That Report PLAN2021-038, **Official Plan Amendment and Zoning By-law Amendment for Hamilton Street, Lindsay**, be received for information;

That Report PLAN2021-038, **Official Plan Amendment and Zoning By-law Amendment for Hamilton Street, Lindsay**, be referred back to staff to address issues raised through the public consultation and agency review process; and

That a report respecting this application return to the August 4, 2021 Planning Advisory Committee Meeting.

Carried

9.3.12 PAC2021-061

CR2021-357

Moved By Councillor Veale

Seconded By Deputy Mayor O'Reilly

That Report PLAN2021-043, **Lindsay 2017 Developments Inc. Subdivision Agreement for Sugarwood, Lindsay**, be received;

That the Subdivision Agreement for Sugarwood, City of Kawartha Lakes, substantially in the form attached as Appendix C to Report PLAN2021-043 be approved by Council; and

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

Carried

10. Consent Matters

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

Mayor Letham Items 10.1.5, 10.1.6, 10.2.1, 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6, 10.2.7, 10.2.8, 10.2.9, and 10.2.10

Councillor Ashmore Item 10.1.1, 10.1.85

Councillor Dunn Item 10.1.9

Councillor Yeo Item 10.1.13

Moved By Councillor Veale

Seconded By Councillor Richardson

That all of the proposed resolutions shown in Section 10.1 and 10.2 of the Agenda, save and except for Items 10.1.1, 10.1.5, 10.1.6, 10.1.8, 10.1.9, 10.1.13, 10.2.1, 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6, 10.2.7, 10.2.8, 10.2.9 and 10.2.10, be approved and adopted by Council in the order that they appear on the agenda and sequentially numbered.

Carried

10.1 Reports

10.1.2 RS2021-025

Bobcaygeon Creeks Inc. Proposed Purchase of Unpatented Land from the Ministry of Northern Development, Mines, Natural Resources and Forestry
Laura Carnochan, Law Clerk – Realty Services

CR2021-358

That Report RS2021-025, **Bobcaygeon Creeks Inc. Proposed Purchase of Unpatented Land from the Ministry of Northern Development, Mines, Natural Resources and Forestry**, be received;

That Council support Bobcaygeon Creeks Inc.'s request to purchase the lots legally described as Lots 13 and 14 on Plan 70, West of Francis Street, in the Geographic Village of Bobcaygeon, City of Kawartha Lakes, and Lots 9 and 10 on Plan 70, East of Bond Street, in the Geographic Village of Bobcaygeon, City of Kawartha Lakes from the Ministry of Northern Development, Mines, Natural Resources and Forestry; and

That the draft letter attached as Appendix E be placed on the Mayor's letterhead and the Mayor be authorized to sign said letter on behalf of Council as acknowledgment of Council's formal support of Bobcaygeon Creeks Inc. request to purchase lots from the Ministry of Northern Development, Mines, Natural Resources and Forestry.

Carried

10.1.3 PUR2021-019

Environmental Monitoring and Reporting at Landfill Sites

Marielle van Engelen, Buyer

Kerri Snoddy, Regulatory Compliance Officer

CR2021-359

That Report PUR2021-019, **Environmental Monitoring and Reporting at Landfill Sites**; be received;

That Azimuth Environmental Consulting Inc., being the highest scoring respondent, be awarded High Score Request for Quotation 2021-49-OQ Environmental Monitoring and Reporting at Landfill Sites;

That Council authorize the option to renew the contract after the initial term, for an additional four (4) – one (1) year terms, based upon annual budget approval, mutual agreement and successful completion of the initial term and each term thereafter;

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

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

Carried

10.1.4 PUR2021-020

2021 Q2 Quarterly Report

Launa Macey, Supervisor of Procurement

CR2021-360

That Report PUR2021-020, **2021 Q2 Quarterly Report**, be received;

That the emergency for the Woods of Manilla Well Repair be funded from the Water Infrastructure Renewal Reserve (1.32050) in the amount of \$268,974.00; and

That 969210201 Emergency Replacement of the HVAC at Victoria Manor be funded from the Capital Contingency Reserve (1.32248) in the amount of \$18,431.00.

Carried

10.1.7 ED2021-031

Revisions to CP2018-008 Public Art Policy

Donna Goodwin, Economic Development Officer - Arts and Culture

CR2021-361

That Report ED2021-031, **Revisions to CP2018-008 Public Art Policy**, be received; and

That the Policy entitled Public Art Policy attached as Appendix A to report ED2021-031, be adopted and numbered for inclusion in the City's policy manual, replacing all predecessor versions.

Carried

10.1.10 PRC2021-006

Heritage Tree Recognition – Victoria Avenue North - Lindsay

Craig Shanks, Director of Community Services

CR2021-362

That Report PRC2021-006, **Heritage Tree Recognition – Victoria Avenue North - Lindsay**, be received; and

That five (5) Sycamore Trees on Victoria Avenue North in Lindsay be recognized as Heritage Trees.

Carried

10.1.11 BP2021-002

Kirkfield Medical Centre Renovations - Funding Request

Jocelyn Gill, Supervisor Capital Projects Delivery

CR2021-363

That Report BP2021-002, **Kirkfield Medical Center Office Renovations – Funding Request**, be received;

That an increase to the project budget allocation be approved in the amount of \$33,500.00 to Capital Project number 953210103 for a project total of \$75,500.00; and

That the \$33,500 budget increase be provided from the Capital Contingency Reserve(1.32248).

Carried

10.1.12 FIRE2021-004

Purchase of Personal Protective Equipment

Terry Jones, Acting Fire Chief

CR2021-364

That Report FIRE2021-004, **Purchase of Personal Protective Equipment for Firefighters**, be received;

That AJ Stone Co Ltd be selected for the award for the Purchase of 100 APR Filter Adapter Assembly with cartridges in the amount of \$16,900.00 plus HST;

That PPE Solutions be selected for the award for the purchase of 15 sets of Bunker Gear in the amount of \$31,890.00 plus HST;

That AJ Stone Co Ltd be selected for the award of 120 firefighter helmets in the amount of \$35,280.00 plus HST; and

That the amount of \$84,070.00 plus applicable HST be financed from the Safe Restart funding in the Contingency Reserve.

Carried

10.2 Memorandums

10.3 Items Extracted from Consent

10.1.1 CLK2021-007

Clerk's Office Policy Changes

Cathie Ritchie, City Clerk

Joel Watts, Deputy Clerk

Angela Fornelli, Manager of Corporate Records and Archival Services

CR2021-365

Moved By Councillor Seymour-Fagan

Seconded By Deputy Mayor O'Reilly

That Report CLK2021-007, **Clerk's Office Policy Changes**, be received;

That the policy entitled Access, Information and Privacy (MFIPPA) Policy, attached as Appendix A, be adopted and numbered for inclusion in the City's Policy Manual, repealing and replacing all predecessor versions including Council Policy C 153 CAO 038;

That the policy entitled Archives Policy, attached as Appendix B be adopted and numbered for inclusion in the City's Policy Manual;

That the policy entitled Flag Policy, attached as Appendix C, be adopted and numbered for inclusion in the City's Policy Manual, repealing and replacing all wording in the 'Flags at Half-Mast' section of SOP2016-011, and

That the policy entitled Use of Corporate Resources for Election Purposes Policy, attached as Appendix D, be adopted and numbered for inclusion in the City's Policy Manual, repealing and replacing all predecessor versions including Council Policy CP2018-002.

Carried

10.1.5 ED2021-023

Demolition of Courtyard Walls - 50 Victoria Avenue North, Lindsay

Emily Turner, Economic Development Officer - Heritage Planning

Moved By Councillor Ashmore

Seconded By Councillor Seymour-Fagan

That Report ED2021-023, **Demolition of Courtyard Walls – 50 Victoria Avenue North**, be received; and

That the demolition of the courtyard walls not be approved; and

That Staff be directed to present a conservation strategy and budget for the restoration of the wall to Council in 2022.

Motion Failed

CR2021-366

Moved By Councillor Yeo

Seconded By Councillor Veale

That Report ED2021-023, **Demolition of Courtyard Walls - 50 Victoria Avenue North, Lindsay**, be received;

That the demolition of the courtyard walls be approved;

That components of the wall be retained for historical recognition; and

That staff be directed to present a recommendation regarding the amendment of the designating by-law for the property by the end of Q1, 2022.

Carried

10.1.6 ED2021-029

Proposed Heritage Designation of 100 Front Street East, Bobcaygeon

Emily Turner, Economic Development Officer - Heritage Planning

CR2021-367

Moved By Councillor Yeo

Seconded By Councillor Seymour-Fagan

That Report ED2021-029, **Proposed Heritage Designation of 100 Front Street East, Bobcaygeon**, be received.

Carried

CR2021-368

Moved By Councillor Seymour-Fagan

Seconded By Councillor Ashmore

That Staff investigate and report back to Council on the legality of notification before a heritage designation is brought before Council.

Carried

10.1.8 CS2021-006

Coboconk Wellness Centre Update - Funding Request

Craig Shanks, Director of Community Services

CR2021-369

Moved By Councillor Yeo

Seconded By Councillor Seymour-Fagan

That Report CS2021-006, **Coboconk Wellness Centre Update – Funding Request**, be received;

That funding in the amount of \$150,000.00 be provided to the Coboconk Wellness Centre Committee (Coboconk and Norland Chamber of Commerce) in order to proceed with desired Environmental and Energy Studies and various Designs and Drawings; and

That the funds, not to exceed \$150,000, be financed from the uncommitted portion of the City's Capital Contingency Reserve (1.32248).

Carried

10.1.9 CS2021-007

Release of Lindsay Legacy CHEST Funds

Craig Shanks, Director of Community Services

CR2021-370

Moved By Councillor Dunn

Seconded By Deputy Mayor O'Reilly

That Report CS2021-007, **Release of Lindsay Legacy C.H.E.S.T. Funds**, be received.

Carried

10.1.13 PW2021-003

Fishing Over Bridges and Causeways

Bryan Robinson, Director of Public Works

CR2021-372

Moved By Councillor Yeo

Seconded By Councillor Seymour-Fagan

That Report PW2021-003, **Fishing Over Bridges and Causeways**, be received;

That Staff review and implement increased signage in an effort to mitigate litter and waste at designated bridges and causeways;

That Staff provide enhance seasonal communication on littering and its impact on the environment;

That Staff be directed to install and maintain (empty) seasonal waste containers at the Centennial Park causeway with costs coming from the general levy; and

That Staff provide enhanced monitoring at the Centennial Park Causeway and report back to Council with impacts and recommendations.

Carried

10.2.1 CC2021-13.10.2.1

Memorandum Regarding a Cross Walk at Victoria Avenue and Lori Boulevard

Councillor Dunn

CR2021-372

Moved By Councillor Dunn

Seconded By Councillor Yeo

That the Memorandum from Councillor Dunn, **regarding a Cross Walk at Victoria Avenue and Lori Boulevard**, be received;

That staff review the section of road that connects the trail at Victoria Avenue to Lori Boulevard, with the view of installing a signed and marked crosswalk on Victoria Avenue;

That staff review the crosswalk on Eglington Avenue, at the Rail Trail, and William Street North with a review of signage;

That staff review the option of installing gates or bollards at either end of the path between Victoria Avenue North and Lori Boulevard;

That staff review the option of installing gates or bollards at either end of the rail trail between Victoria Avenue North and William Street North to restrict vehicle traffic; and

That staff report back to Council by the end of Q4, 2021.

Carried

10.2.2 CC2021-13.10.2.2

Memorandum Regarding the Installation of a Crosswalk at Chadwin Drive and Angeline Street North, Lindsay

Councillor Dunn

CR2021-737

Moved By Councillor Dunn

Seconded By Deputy Mayor O'Reilly

That the Memorandum from Councillor Dunn, **regarding the Installation of a Crosswalk at Chadwin Drive and Angeline Street North**, be received;

That staff investigate and prepare a report on the feasibility of a crosswalk at Chadwin Drive and Angeline Street North; and

That staff report back to Council by the end of Q4, 2021.

Carried

10.2.3 CC2021-13.10.2.3

Memorandum Regarding the Installation of a Crosswalk at St. Joseph Street and Angeline Street North, Lindsay

Councillor Dunn

CR2021-374

Moved By Councillor Dunn

Seconded By Councillor Elmslie

That the Memorandum from Councillor Dunn, **regarding the Installation of a Crosswalk at St Joseph Street and Angeline Street North**, be received;

That staff investigate and prepare a report on the feasibility of a crosswalk at St Joseph Street and Angeline Street North; and

That staff report back to Council by the end of Q4,2021.

Carried

10.2.4 CC2021-13.10.2.4

Memorandum Regarding Road Reconstruction in Lakeview Estates

Councillor Ashmore

CR2021-375

Moved By Councillor Ashmore

Seconded By Councillor Yeo

That the Memorandum from Councillor Ashmore, **regarding Lakeview Estates Road Reconstruction**, be received;

That staff consider options for the road reconstruction of Lakeview Estates into a future Capital Budget; and

That staff report back to Council by the end of Q4, 2021.

Carried

10.2.5 CC2021-13.10.2.5

Memorandum Regarding a Speed Reduction on Pigeon Lake Road from Victoria Place South to Falls Bay Road

Councillor Ashmore

CR2021-376

Moved By Councillor Ashmore

Seconded By Councillor Seymour-Fagan

That the Memorandum from Councillor Ashmore, **regarding a Speed Reduction on Pigeon Lake Road from Victoria Place South to Falls Bay Road**, be received;

That staff look into the reduction of speed on this section of Pigeon Lake Road;

That Engineering staff consider the additional safety issues associated with two significant road curvatures on Pigeon Lake Road between Victoria Place South and Falls Bay Road; and

That staff report back by Q4, 2021 with a recommendation to improve the safety of the section of road from Falls Bay Road to Victoria Place south entrance.

Carried

10.2.6 CC2021-13.10.2.6

Memorandum Regarding Sturgeon Point Road Entering the Village of Sturgeon Point Road

Councillor Elmslie

CR2021-377

Moved By Councillor Elmslie

Seconded By Councillor Seymour-Fagan

That the Memorandum from Councillor Elmslie, **regarding Sturgeon Point Road Entering the Village of Sturgeon Point**, be received; and

That staff be instructed to include, in the yearly road painting budget, the inclusion of 'SLOW', with appropriate chevrons, at the entrance of the Village of

Sturgeon Point, on Sturgeon Point Road, prior to the '40 KM' sign, commencing in 2021.

Carried

10.2.7 CC2021-13.10.2.7

Memorandum Regarding Country Lane Speed Reduction and Signage

Councillor Elmslie

CR2021-378

Moved By Councillor Elmslie

Seconded By Deputy Mayor O'Reilly

That the Memorandum from Councillor Elmslie, **regarding Country Lane Speed Reduction and Signage**, be received; and

That staff be instructed to come forward with a by-law reducing the speed limit on Country Lane between Highway 35 and Glenarm Road, also known as County Road 8, to 50 km/h.

Carried

10.2.8 CC2021-13.10.2.8

Memorandum Regarding Balsam Grove Road

Councillor Elmslie

CR2021-379

Moved By Councillor Elmslie

Seconded By Councillor Dunn

That the Memorandum from Councillor Elmslie, **regarding Balsam Grove Road**, be received;

That staff re-initiate the painting of a yellow centre line on Balsam Grove Road between White Tail and Romany Ranch;

That moving forward, this painting be included in the regular painting contract; and

That the painting of Balsam Grove Road, to Glenarm Road, is done yearly, commencing in 2021.

Carried

10.2.9 CC2021-13.10.2.9

Memorandum Regarding Spring Street Sweeping

Councillor Elmslie

Councillor Richardson

Councillor Veale

CR2021-380

Moved By Councillor Veale

Seconded By Councillor Richardson

That the Memorandum from Councillor Elmslie, Councillor Richardson and, Councillor Veale, **regarding Spring Street Sweeping**, be received;

That staff be instructed to come back with a report in Q4, 2021, indicating an increased level of service, and associated budget implications, for sweeping; and

That staff include alternatives to sweeping, in addition to modified schedules, for these activities.

Carried

10.2.10 CC2021-13.10.2.10

Memorandum Regarding Service Centre Re-Openings

Ron Taylor, Chief Administrative Officer

CR2021-381

Moved By Councillor Elmslie

Seconded By Councillor Dunn

That the Memorandum from the Chief Administrative Officer, **dated August 10, 2021 and titled Service Centre Re-openings**, be received; and

That the CAO be authorized to monitor and adjust Service Centre operating hours and days for the remainder of 2021, with consideration for public demand, staffing resources and any pandemic/public health directives.

Carried

CR2021-382

Moved By Councillor Elmslie

Seconded By Councillor Seymour-Fagan

That staff report back to Council on the efficacy of Services Centres; and

That the report back include alternatives that may be explored on the current operation of Service Centres.

Carried

11. Petitions

11.1 CC2021-13.11.1

Petition Regarding Robinglade Estates Street Safety

Vanessa Sikora

CR2021-383

Moved By Councillor Veale

Seconded By Councillor Elmslie

That the petition received from Vanessa Sikora, **regarding Robinglade Estates Street Safety**, be received and referred to Staff for review and report back, including costs, in Q4, 2021.

Carried

12. Other or New Business

13. By-Laws

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

CR2021-384

Moved By Councillor Richardson

Seconded By Councillor Veale

That the By-Laws shown in Section 13.1 of the Agenda, namely: Items 13.1.1 to and including 13.1.25 be read a first, second and third time, passed, numbered, signed and the corporate seal attached.

Carried

13.1 By-Laws by Consent

13.1.1 By-Law 2021-103

By-Law to Designate 398 County Road 41, Geographic Township of Bexley in the City of Kawartha Lakes

13.1.2 By-Law 2021-104

By-Law to Provide for the Erection of Stop Signs in the City of Kawartha Lakes at Sturgeon Road South and Mary Street West, in the Village of Omemee

13.1.3 By-Law 2021-105

By-Law to Stop Up and Close Part of Lots 11 & 12, Concession 2, in the Geographic Township of Eldon, City of Kawartha Lakes Designated as Parts 1 and 2 on Plan 57R-10759 and to Authorize the Sale of the Land to the Abutting Owners, and to Authorize a Grant of Easement in Favour of Hydro One Networks Inc. over Part of Lots 11 & 12, Concession 2, in the Geographic Township of Eldon, City of Kawartha Lakes Designated as Part 2 on Plan 57R-10759

13.1.4 By-Law 2021-106

By-Law to Appoint a Municipal Law Enforcement Officer for Limited By-Law Enforcement Purposes (Kay, R.)

13.1.5 By-Law 2021-107

By-Law to Appoint a Municipal Law Enforcement Officer for Limited By-Law Enforcement Purposes (McIntosh, D.)

13.1.6 By-Law 2021-108

By-Law to Appoint a Municipal Law Enforcement Officer for Limited By-Law Enforcement Purposes (Claughton, D.)

13.1.7 By-Law 2021-109

By-Law to Appoint a Lottery Licensing Officer for the City of Kawartha Lakes (Aguanno, J.)

13.1.8 By-Law 2021-110

By-Law to Repeal By-Laws to Appoint a Lottery Licensing Officer for the City of Kawartha Lakes

13.1.9 By-Law 2021-111

By-Law to Repeal By-Laws to Appoint a Business Licensing Officer for the City of Kawartha Lakes

13.1.10 By-Law 2021-112

By-law to Repeal By-Laws to Appoint a Municipal Law Enforcement Officers for the City of Kawartha Lakes

13.1.11 By-Law 2021-113

By-Law to Repeal By-Laws to Appoint Municipal Law Enforcement Officers for Limited Purposes for the City of Kawartha Lakes

13.1.12 By-Law 2021-114

By-Law to Repeal By-Laws to Appoint Area Weed Inspectors for the City of Kawartha Lakes

13.1.13 By-Law 2021-115

By-Law to Appoint an Inspector and Municipal Law Enforcement Officer for the City of Kawartha Lakes (Vanderstelt)

13.1.14 By-Law 2021-116

By-Law to Repeal By-Law 2015-104, being a By-Law to Establish a Real Property Acquisition Policy

13.1.15 By-Law 2021-117

By-Law to Repeal By-Law 2014-046, being a By-Law to Establish a Disposal of Real Property Policy

13.1.16 By-Law 2021-118

By-law to Amend By-Law 2018-017, being the City Lands Encroachment By-Law

13.1.17 By-Law 2021-119

By-Law to Repeal By-Law 2014-283 to Permit Second Dwelling Units and Establish Standards for Accessory Dwelling Units

13.1.18 By-Law 2021-120

By-Law to Assume Birch Crescent, Plan 626, PIN: 63135-0230, and Cedartree Lane, Plan 626, PIN 63135-0131, from 300 metres east of Highway 36, and easterly 245 metres respectively, Geographic Village of Bobcaygeon, The Corporation of the City of Kawartha Lakes

13.1.19 By-Law 2021-121

By-Law to Assume Meadow Drive, Plan 57M-767, PIN: 63200-0086 and associated 0.3 metre reserve, Block 51, Plan 57M-767, PIN: 63200-0085, Songbird Crescent, Plan 57M-767, PIN: 63200-0087 and associated 0.3 metre reserve, Block 50, Plan 57M-767, PIN: 63200-0084, Honeyfield Lane, Plan 57M-767, PIN: 63200-0088, previously dedicated and conveyed to the municipality upon registration of Plan 57M-767, and to assume the Walkway, Block 40, Plan

57M-767, PIN: 63200-0074, and to assume the Park, Block 39, Plan 57M-767, PIN: 63200-0073, and to assume the Open Space, Block 44, Plan 57M-767, PIN: 63200-0078, and to Dedicate and Assume Block 41, Plan 57M-767, PIN: 63200-0075 as part of Loon Street, Geographic Township of Ops, The Corporation of the City of Kawartha Lakes

13.1.20 By-Law 2021-122

By-Law To Amend The Village of Bobcaygeon Zoning By-Law No. 16-78 To Rezone Land Within The City Of Kawartha Lakes (Three Lakes Developments Inc.)

13.1.21 By-Law 2021-123

By-Law to Amend the Village of Fenelon Falls Official Plan to Re-designate Land within the City of Kawartha Lakes (205 Francis Street East)

13.1.22 By-Law 2021-124

By-Law to Amend the Village of Fenelon Falls Zoning By-Law No. 89-25 to Rezone Land within the City of Kawartha Lakes (205 Francis Street East)

13.1.23 By-Law 2021-125

By-Law to Amend the Town of Lindsay Official Plan to Re-designate Land within the City of Kawartha Lakes (Hamilton Street)

13.1.24 By-Law 2021-126

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

13.1.25 By-Law 2021-127

By-Law to Amend the Township of Manvers Zoning By-Law No. 87-06 to Rezone Land within the City of Kawartha Lakes

13.2 By-Laws Extracted from Consent

14. Notice of Motion

15. Closed Session

15.1 Adoption of Closed Session Agenda

CR2021-385

Moved By Councillor Dunn

Seconded By Deputy Mayor O'Reilly

That the Closed Session agenda be adopted as circulated.

Carried

15.2 Disclosure of Pecuniary Interest in Closed Session Items

There were no declarations of pecuniary interest disclosed.

15.3 Move Into Closed Session

CR2021-386

Moved By Councillor Veale

Seconded By Councillor Richardson

That Council convene into closed session at 3:09 p.m. pursuant to Section 239(2) of the Municipal Act, S.O. 2001 s.25, in order to consider matters identified in Section 15 of the Regular Council Meeting Agenda of Tuesday, August 10, 2021, namely Items 15.3.1 to and including 15.3.6.

Carried

16. Matters from Closed Session

Item 15.3.1 – Confidential Closed Session Minutes

The confidential closed session minutes from the June 15, 2021 Regular Council Meeting and the June 29, 2021 Special Council Meeting were approved.

Item 15.3.2 – Report RS2021-016

Staff provided information to Council respecting City-owned property listed for sale at 581 Highway 36, Lindsay.

Item 15.3.3 Report LGL2021-010

Staff provided an update on the appeals before the Ontario Land Tribunal pertaining to Official Plan 2012, Official Plan Amendment 13 and Secondary Plans thereto, being Case PL120217 et. al. before the Tribunal.

Item 15.3.4 Report LGL2021-011

CR2021-394

Moved By Councillor Richardson

Seconded By Councillor Veale

That Council was provided an update on the matter, specifically the response by the public and the homeowners at 782 Frank Hill Road to the installation of the concrete barriers; and

That Staff will continue to monitor the matter, and provide enforcement of the parking by-law.

Carried

Item 15.3.5 Report LGL2021-012

CR2021-395

Moved By Councillor Elmslie

Seconded By Councillor Dunn

That Council received information pertaining to an unsafe building at 4437 Highway 7; and

That Staff be authorized to commence an application to the Superior Court of Justice for a Court Order to confirm that the City has dispensed with service on the owners as required pursuant to the Building Code Act.

Carried

Item 15.3.5 Report PW2021-005

CR2021-396

Moved By Councillor Yeo

Seconded By Councillor Elmslie

That the following members of the public be appointed to the Off Road Vehicle Use of City Roads Task Force for the proposed Term of the Task Force:

John Carr and Peter Naumienko.

Carried

17. Confirming By-Law

17.1 CC2021-13.17.1

By-Law to Confirm the Proceedings of a Regular Council Meeting of August 10, 2021

CR2021-397

Moved By Deputy Mayor O'Reilly

Seconded By Councillor Ashmore

That a by-law to confirm the proceedings of a Regular Council Meeting held Tuesday, August 10, 2021 be read a first, second and third time, passed, numbered, signed and the corporate seal attached.

Carried

18. Adjournment

CR2021-398

Moved By Councillor Yeo

Seconded By Councillor Dunn

That the Regular Council Meeting Meeting adjourn at 4:15 p.m.

Carried

Read and adopted this 21st day of September, 2021.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

The Corporation of the City of Kawartha Lakes

Minutes

Special Council Meeting

CC2021-14

Tuesday, September 14, 2021

Commencing at 9:00 a.m. – Electronic Public Participation

Council Chambers

City Hall

26 Francis Street, Lindsay, Ontario K9V 5R8

Members:

Mayor Andy Letham

Deputy Mayor Patrick O'Reilly

Councillor Ron Ashmore

Councillor Pat Dunn

Councillor Doug Elmslie

Councillor Tracy Richardson

Councillor Kathleen Seymour-Fagan

Councillor Andrew Veale

Councillor Emmett Yeo

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

Accessible formats and communication supports are available upon request. The City of Kawartha Lakes is committed to accessibility for persons with disabilities. Please contact AgendaItems@kawarthalakes.ca if you have an accessible accommodation request.

1. Call to Order

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

Councillor E. Yeo arrived at 9:02 a.m.

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

Directors B. Robinson, J. Rojas, C. Shanks, R. Sutherland, Acting Director R. Holy, Paramedic Chief R. Mellow and City Solicitor R. Carlson were in attendance electronically.

2. Adoption of Agenda

CR2021-399

Moved By Councillor Richardson

Seconded By Councillor Elmslie

That the Agenda for the Special Council Meeting of Tuesday, September 14, 2021, be adopted as circulated.

Carried

3. Disclosure of Pecuniary Interest

There were no declarations of pecuniary interest disclosed.

4. 2022 Budget Overview - Departmental

Introductory Remarks - 2022 Departmental Budget Overview

Ron Taylor, Chief Administrative Officer

Carolyn Daynes, Treasurer

Adam Found, Manager of Corporate Assets

Ron Taylor, Chief Administration Officer, Carolyn Daynes, Treasurer and Adam Found, Manager of Corporate Assets provided introductory remarks for the 2022 departmental budget overviews. The introductory remarks included an update on the 2021 budget (including pandemic funding) as well as an introduction to the demands that will be placed on the 2022 budget and the timing that has been proposed for the 2022 budget process.

CR2021-400

Moved By Councillor Elmslie

Seconded By Councillor Dunn

That the introductory remarks from Ron Taylor, Chief Administrative Officer, Carolyn Daynes, Treasurer and Adam Found, Manager of Corporate Assets, **regarding the 2022 Departmental Budget Overview**, be received.

Carried

4.1 CC2021-14.4.1

Mayor and Council

Office of the CAO 2022 Budget Overview

Ron Taylor, Chief Administrative Officer

Ron Taylor, Chief Administrative Officer, and Mayor Letham provided an overview of the Mayor and Council Division which included a description of the improvements that were made in light of the pandemic, a highlight of the achievements that were made during 2021 and anticipated projects for 2022.

CAO Taylor also provided an overview of the CAO Division, which includes the Office of the City Clerk, Legal Services and the Office of Strategy Management. The overview included a description of improvements that were made in light of the pandemic, a highlight of the achievements that were made in 2021 and anticipated projects for 2022.

CR2021-401

Moved By Councillor Dunn

Seconded By Councillor Seymour-Fagan

That the presentation by Mayor Letham and Ron Taylor, Chief Administrative Officer, **regarding the 2022 Budget Overview for the Mayor and Council and the Office of the CAO**, be received.

Carried

4.2 CC2021-14.4.2

Corporate Services 2022 Budget Overview

Jennifer Stover, Director of Corporate Services

Carolyn Daynes, Treasurer, provided an overview of the Corporate Services Division, which includes Communications, Advertising and Marketing, Human Resources, Information Technology, Revenue and Taxation and Treasury. The

overview included a description of improvements that were made in light of the pandemic, a highlight of the achievements that were made in 2021 and anticipated projects for 2022.

CR2021-402

Moved By Councillor Ashmore

Seconded By Deputy Mayor O'Reilly

That the presentation by Carolyn Daynes, Treasurer, **regarding the 2022 Budget Overview for Corporate Services**, be received.

Carried

4.3 CC2021-14.4.3

Engineering and Corporate Assets 2022 Budget Overview

Juan Rojas, Director of Engineering and Assets

Juan Rojas, Director of Engineering and Corporate Assets, provided an overview of Engineering and Corporate Assets, which includes Corporate Assets, Development Engineering, Infrastructure Design and Construction, Technical Services, Crossing Guards and the Kawartha Lakes Municipal Airport. The overview included a description of improvements that were made in light of the pandemic, a highlight of the achievements that were made in 2021 and anticipated projects for 2022.

CR2021-403

Moved By Councillor Elmslie

Seconded By Councillor Yeo

That the presentation by Juan Rojas, Director of Engineering and Corporate Assets, **regarding the 2022 Budget Overview for Engineering and Corporate Assets**, be received.

Carried

4.4 CC2021-14.4.4

Community Services 2022 Budget Overview

Craig Shanks, Director of Community Services

Craig Shanks, Director of Community Services, provided an overview of the Community Services Division, which includes Administration, Building and Property, Customer Services and Parks and Recreation. The overview included a

description of improvements that were made in light of the pandemic, a highlight of the achievements that were made in 2021 and anticipated projects for 2022.

CR2021-404

Moved By Deputy Mayor O'Reilly

Seconded By Councillor Richardson

That the presentation by Craig Shanks, Director of Community Services, **regarding the 2022 Budget Overview for Community Services**, be received.

Carried

4.5 CC2021-14.4.5

Development Services 2022 Budget Overview

Richard Holy, Acting Director of Development Services

Richard Holy, Acting Director of Development Services, provided an overview of the Development Services Division, which includes Planning Division, Building and Septic Division, Mapping and GIS Division and Economic Development. The overview included a description of improvements that were made in light of the pandemic, a highlight of the achievements that were made in 2021 and anticipated projects for 2022.

CR2021-405

Moved By Councillor Elmslie

Seconded By Councillor Ashmore

That the presentation by Richard Holy, Acting Director of Development Services, **regarding the 2022 Budget Overview for Development Services**, be received.

Carried

4.6 CC2021-14.4.6

Fire Services 2022 Budget Overview

Terry Jones, Acting Fire Chief

Cameron Smith, Deputy Fire Chief, provided an overview of Fire Services, which includes Administration, Fire Prevention, Emergency Management, Area Rated Fire Suppression and Training. The overview included a description of improvements that were made in light of the pandemic, a highlight of the achievements that were made in 2021 and anticipated projects for 2022.

CR2021-406

Moved By Councillor Yeo

Seconded By Councillor Dunn

That the presentation by Cameron Smith, Deputy Fire Chief, **regarding the 2022 Budget Overview for Fire Services**, be received.

Carried

4.7 CC2021-14.4.7

Paramedic Services 2022 Budget Overview

Randy Mellow, Paramedic Chief

Randy Mellow, Paramedic Chief, provided an overview of Paramedic Services, which includes Administration, Operations, Professional Standards and Logistics. The overview included a description of improvements that were made in light of the pandemic, a highlight of the achievements that were made in 2021 and anticipated projects for 2022.

CR2021-407

Moved By Councillor Elmslie

Seconded By Deputy Mayor O'Reilly

That the presentation by Randy Mellow, Paramedic Chief, **regarding the 2022 Budget Overview for Paramedic Services**, be received.

Carried

4.8 CC2021-14.4.8

Human Services 2022 Budget Overview

Rod Sutherland, Director of Human Services

Rod Sutherland, Director of Human Services, provided an overview of the Human Services Division, which includes Housing Services, Social Services, Victoria Manor, Kawartha Lakes Housing Corporation. The overview included a description of improvements that were made in light of the pandemic, a highlight of the achievements that were made in 2021 and anticipated projects for 2022.

CR2021-408

Moved By Councillor Elmslie

Seconded By Councillor Yeo

That the presentation by Rod Sutherland, Director of Human Services, **regarding the 2022 Budget Overview for Human Services**, be received.

Carried

4.9 CC2021-14.4.9

Public Works 2022 Budget Overview

Bryan Robinson, Director of Public Works

Bryan Robinson, Director of Public Works, provided an overview of the Public Works Division, which includes Administration, Transit Operations, Waste Management Operations, Fleet Services and Water and Wastewater Operations. The overview included a description of improvements that were made in light of the pandemic, a highlight of the achievements that were made in 2021 and anticipated projects for 2022.

CR2021-409

Moved By Councillor Ashmore

Seconded By Councillor Veale

That the presentation by Bryan Robinson, Director of Public Works, **regarding the 2022 Budget Overview for Public Works**, be received.

Carried

5. Confirming By-Law

5.1 CC2021-14.5.1

By-Law to Confirm the Proceedings of a Special Meeting of Council of Tuesday, September 14, 2021

CR2021-410

Moved By Councillor Veale

Seconded By Councillor Richardson

That a by-law to confirm the proceedings of a Special Council Meeting held Tuesday, September 14, 2021 be read a first, second and third time, passed, numbered, signed and the corporate seal attached.

Carried

6. Adjournment

CR2021-411

Moved By Councillor Dunn

Seconded By Councillor Yeo

That the Special Council Meeting adjourn at 4:07 p.m.

Carried

Andy Letham, Mayor

Cathie Ritchie, City Clerk



Request to Speak before Council

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

Name: *

STUART BOTHWELL

Address: *

[REDACTED]

City/Town/Village:

[REDACTED]

Province: *

[REDACTED]

Postal Code:

[REDACTED]

Telephone: *

[REDACTED]

Email: *

[REDACTED]

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

Deputant One:

Stuart, Bothwell

Deputant Two:

First Name, Last Name

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

Lindsay ATV route

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? *

Council to consider deputation

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:

SB

Date:

9/21/2021



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



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: *

EcoVue Consulting Services Inc. c/o Jessica Rae Reid

Address: *

311 George Street North, Suite 200

City/Town/Village:

Peterborough

Province: *

ON

Postal Code:

K9J 3H3

Telephone: *

705-876-8340

Email: *

jreid@ecovueconsulting.com

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

Deputant One:

Mark Chapel

Deputant Two:

First Name, Last Name

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

To explain why we, Muskoka D&M Corp., are in a position to enter into site plan agreement and start construction on our site in Fenelon Falls, located at 19 and 67 West Street North.

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? *

Enter into Site Plan Agreement with the City of Kawartha Lakes to begin construction on site.

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:

Jessica Rae Reid

Date:

9/10/2021



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☒ Yes

☐ No

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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 M Bryant

Address: *

598 Elm Tree Road

City/Town/Village:

Little Britain

Province: *

ON

Postal Code:

K0M 2C0

Telephone: *

7053409880

Email: *

matrexstar@aol.com

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

Deputant One:

Michael Bryant

Deputant Two:

First Name, Last Name

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

Good Day, on September 7, 2021 at Council meeting I had submtted Coreespondence with regards to a Petition signed in favour of saving the Olde Gaol Walls that Council had approved to demolish that surround the Olde Gaol in Lindsay. The petition continues to grow from 260 to 386 signed individuals on Change.org. I would please request of the Mayor & Council to allow me 5 minutes to provide a new presentation on ideas, initiatives and ways to repair the walls plus new revenue streams as well.

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? *

Our hope is that the Mayor, Council and CAO will allw us a 60 day review period with community and staff to look at the alternatives to demolition of the Olde Gaol Walls and keep the site complete with income streams.

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 M Bryant

Date:

9/13/2021



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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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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: *

Gareth Jones

Address: *

769 Cedar Glen Road,

City/Town/Village:

Dunsford

Province: *

Ontario

Postal Code:

K0M1L0

Telephone: *

647-526-5140

Email: *

garethrj3@yahoo.ca

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

Deputant One:

Gareth Jones

Deputant Two:

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

To obtain ownership of road/shore allowance from CKL by the front lot owners.

To provide a proposal and outline the benefits to CKL allowing this acquisition to take place.

To discuss and point out revisions needed to the proposal put forth by staff regarding the Dock Encroachment Policy.

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?

Realty Services - Sharri Dyer and Robyn Carlson

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

Consideration and approval from Council to support this acquisition decision.

To change the eligibility requirements in staff proposal to be permitted dock space on Cedar Glen Road.

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:

September 16th, 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

The Corporation of the City of Kawartha Lakes

Minutes

Committee of the Whole Meeting

COW2021-08
Tuesday, September 7, 2021
Open Session Commencing at 1:00 p.m. – Electronic Public Participation
Council Chambers
City Hall
26 Francis Street, Lindsay, Ontario K9V 5R8

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

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

Accessible formats and communication supports are available upon request. The City of Kawartha Lakes is committed to accessibility for persons with disabilities. Please contact AgendaItems@kawarthalakes.ca if you have an accessible accommodation request.

1. Call to Order

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

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

Directors B. Robinson, J. Rojas, C. Shanks, J. Stover, R. Sutherland, Acting Director R. Holy, City Solicitor R. Carlson, Manager of Realty Services S. Dyer, Manager of Municipal Law Enforcement and Licensing A. Sloan and Economic Development Officer - Heritage Planning E. Turner were in attendance electronically.

2. Adoption of Agenda

CW2021-187

Moved By Councillor Richardson

Seconded By Councillor Veale

That the agenda for the September 7, 2021 Committee of the Whole Meeting be adopted as circulated.

Carried

3. Disclosure of Pecuniary Interest

Councillor Seymour-Fagan declared a pecuniary interest in relation to Item 7.1 as her family has an interest in the property noted within that Item.

4. Deputations

4.1 COW2021-08.4.1

Request to Approve a Dock Located on Municipally Owned Land Adjacent to 2 Treewood Lane

(relating to Agenda Item 8.1)

Pam Nason

Pam Nason provided an overview of the dock located on the municipally owned land adjacent to 2 Treewood Lane and requested that the dock be allowed to remain in its current location.

CW2021-188

Moved By Councillor Richardson

Seconded By Councillor Veale

That the deputation of Pam Nason, **regarding a request to approve a dock located on municipally owned land adjacent to 2 Treewood Lane**, be received; and

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

Carried

4.2 COW2021-08.4.2

Request to Approve a Cedar Hedge Encroachment on the Victoria Rail Trail Corridor

(relating to Agenda Item 8.2)

Gwen McNalley

Gwen McNalley provided an overview of the cedar hedge encroachment associated with her property and requested that the cedar hedge be permitted to remain in its current location.

CW2021-189

Moved By Councillor Elmslie

Seconded By Councillor Dunn

That the deputation of Gwen McNalley, **regarding a request to approve a cedar hedge encroachment on the Victoria Rail Trail Corridor**, be received; and

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

Carried

4.3 COW2021-08.4.3

Proposed Surplus Declaration and Sale of Part of the West Half of Lot 2, Concession 7, Fenelon

(relating to Agenda Item 8.3)

Greg Wokral

Mr. Wokral spoke in opposition to the proposed sale of the subject property. Mr. Wokral expressed concern that if the property is sold it would be fenced which would prevent area residents from using it to access local trails.

CW2021-190

Moved By Councillor Seymour-Fagan

Seconded By Councillor Yeo

That the deputation of Greg Wokral, **regarding the proposed surplus declaration and sale of part of the west half of Lot 2, Concession 7, Fenelon**, be received; and

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

Carried

4.4 COW2021-08.4.4

**Proposed Surplus Declaration and Sale of Part of the West Half of Lot 2, Concession 7, Fenelon
(relating to Agenda Item 8.3)**

Al Karklins

Al Karklins provided an overview and a brief history of the subject property. Mr. Karklins advised that he owns land adjacent to the subject property and he asked that the title to the subject property be reviewed to confirm that the property is under City ownership.

CW2021-191

Moved By Deputy Mayor O'Reilly

Seconded By Councillor Veale

That the deputation of Al Karklins, **regarding the proposed surplus declaration and sale of part of the west half of Lot 2, Concession 7, Fenelon**, be received; and

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

Carried

4.5 COW2021-08.4.5

Request to Purchase Road Allowance Adjacent to 21 Blue Bay Lane, Fenelon Falls

Candace Chartier

Patrick Chartier

Candace and Patrick Chartier provided an overview of the road allowance adjacent to 21 Blue Bay Lane in Fenelon Falls and outlined that their initial request to purchase the property was denied by the Land Management Team.

CW2021-192

Moved By Councillor Elmslie

Seconded By Councillor Dunn

That the deputation of Candace Chartier and Patrick Chartier, **regarding a request to purchase the road allowance adjacent to 21 Blue Bay Lane, Fenelon Falls**, be received and referred to Staff for review and report back by the end of Q1, 2022; and

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

Carried

4.6 COW2021-08.4.6

Process to Address the Feral Cat Population

Christine Lanz

Christine Lanz provided information on the process that is followed to address the feral cat population. Ms. Lanz requested that City By-Law 2017-039 be reviewed to improve the process to address the feral cat population.

CW2021-193

Moved By Councillor Richardson

Seconded By Councillor Elmslie

That the deputation of Christine Lanz, **regarding the process to address the feral cat population**, be received and referred to staff for review and report back; and

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

Carried

4.7 COW2021-08.4.7

Request for the Installation of Traffic Lights at Canal Street, Boyd Street and Highway 36, Bobcaygeon

Sue Wyville

Sherri Galler

Sue Wyville provided an overview of the need for traffic lights at the intersection of Canal Street, Boyd Street and Highway 36 in Bobcaygeon.

CW2021-194

Moved By Councillor Seymour-Fagan

Seconded By Deputy Mayor O'Reilly

That the deputation of Sue Wyville, **regarding a request for the installation of traffic lights at Canal Street, Boyd Street and Highway 36, Bobcaygeon**, be received and referred to Staff for review as part of the Canal Street reconstruction process; and

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

Carried

4.8 COW2021-08.4.8

Proposed ATV Route in Lindsay

Darryl James

Darryl James spoke in opposition to the proposed ATV Route in Lindsay.

CW2021-195

Moved By Councillor Yeo

Seconded By Deputy Mayor O'Reilly

That the deputation of Darryl James, **regarding the proposed ATV Route in Lindsay**, be received; and

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

Carried

4.9 COW2021-08.4.9

Proposed ATV Route in Lindsay

Kelli Chiasson

Kelli Chiasson spoke in opposition to the proposed ATV Route in Lindsay.

CW2021-196

Moved By Councillor Elmslie

Seconded By Councillor Dunn

That the deputation of Kelli Chiasson, **regarding the proposed ATV Route in Lindsay**, be received; and

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

Carried

4.10 COW2021-08.4.10

Proposed ATV Route in Lindsay

Sharon Robbins

Sharon Robbins spoke in opposition to the proposed ATV Route in Lindsay.

CW2021-197

Moved By Councillor Dunn

Seconded By Councillor Elmslie

That the deputation of Sharon Robbins, **regarding the proposed ATV Route in Lindsay**, be received; and

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

Carried

5. Correspondence

5.1 COW2021-08.5.1

Correspondence Regarding the Olde Gaol Historic Walls at 50 Victoria Avenue North, Lindsay

Michael Bryant

CW2021-198

Moved By Councillor Yeo

Seconded By Councillor Ashmore

That the correspondence from Michael Bryant, **regarding the Olde Gaol Historic Walls at 50 Victoria Avenue North, Lindsay**, be received; and

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

Carried

6. Petitions

6.1 COW2021-08.6.1

Petition Regarding Safety First - Say No to Proposed Road Access by ATV's in Lindsay

A complete copy of the electronic petition, with 187 responses, and the hardcopy paper petition, with 660 signatures, is available through the City Clerk's Office

Darryl James

Robyn James

CW2021-199

Moved By Councillor Yeo

Seconded By Councillor Seymour-Fagan

That the petition received from Darryl James, **regarding Safety First - Say No to Proposed Road Access in Lindsay**, be received; and

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

Carried

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

7. Presentations

Councillor Seymour-Fagan exited Council Chambers at 2:26 p.m. due to her previously declared pecuniary interest.

7.1 COW2021-08.7.1

Establishment of the Mishkodeh Centre for Indigenous Knowledge in Bobcaygeon

Rodney Smith-Merkley

Brenda Wall

Rodney Smith-Merkley and Brenda Wall provided an overview of the Truth and Reconciliation Committee of Bobcaygeon's project which involves the establishment of the Mishkodeh Centre for Indigenous Knowledge on a parcel of

privately owned land in Bobcaygeon. Mr. Smith-Merkley and Ms. Wall outlined how the municipality can support the project.

CW2021-200

Moved By Councillor Elmslie

Seconded By Councillor Dunn

That the presentation by Rodney Smith-Merkley and Brenda Hall, **regarding the establishment of the Mishkodeh Centre for Indigenous Knowledge in Bobcaygeon**, be received and forwarded to Staff for further discussion on the use of the Boyd Library space and report back on the use of that space; and

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

Carried

Councillor Seymour Fagan returned to Council Chambers at 2:50 p.m.

7.2 COW2021-08.7.2

Vision and Presentation of the FLATO Development in Lindsay

Katarzyna Sliwa

Matthew Cory

Katarzyna Sliwa and Matthew Cory and Shekir Rehmatullah provided an overview of the proposed FLATO Development concept in Lindsay which would offer a complete community to live, shop work and play.

The overview also outlined that FLATO Developments are requesting that Council support their request for a Minister's Zoning Order for approximately 119 hectares of land located north and south of County Road 17 (Pigeon Lake Road), west of Fieldside Road.

CW2021-201

Moved By Councillor Dunn

Seconded By Councillor Veale

That the presentation by Katarzyna Sliwa and Matthew Cory, and Shekir Rehmatullah, **regarding the vision and presentation of the FLATO Development in Lindsay**, be received and referred to Staff for a report back at the October Committee of the Whole Meeting on recommended options and conditions for Council's consideration should Council wish to support the request for a Minister's Zoning Order (MZO);

That those conditions include options for public process, consultation and required studies for responsible development and financial impacts; and

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

Carried

7.3 COW2021-08.7.3

Request for a Letter of Support Regarding a Declaration to Fix Long Term Care Homes

Gillian Steven, City of Kawartha Lakes Long Term Care Coalition

Kane Patterson, City of Kawartha Lakes Long Term Care Coalition

Gillian Steven and Kane Patterson, of the City of Kawartha Lakes Long Term Care Coalition, provided an overview of their request for a letter of support regarding a declaration to fix Long Term Care.

CW2021-202

Moved By Councillor Elmslie

Seconded By Councillor Seymour-Fagan

That the presentation by Gillian Steven and Kane Patterson, of the Kawartha Lakes Long Term Care Coalition, **regarding a request for a letter of support regarding a declaration to fix Long Term Care**, be received; and

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

Carried

7.4 COW2021-08.7.4

Heritage Policy Presentation

Emily Turner, Economic Development Officer - Heritage Planning

Emily Turner, Economic Development Officer - Heritage Planning, provided an overview of a proposed Heritage Applications Policy.

CW2021-203

Moved By Councillor Dunn

Seconded By Councillor Richardson

That the presentation by Emily Turner, Economic Development Officer - Heritage Planning, **regarding a Heritage Applications Policy**, be received; and

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

Carried

7.4.1 Report ED2021-012

Heritage Applications Policy Report

Emily Turner, Economic Development Officer - Heritage Planning

CW2021-204

Moved By Councillor Yeo

Seconded By Councillor Veale

That Report ED2021-012, **Heritage Applications Policy**, be received;

That the Policy entitled Heritage Applications Policy, appended to Report ED2021-012, be adopted, numbered, and inserted in the Corporate Policy Manual;

That By-Law 2019-154 (Heritage Delegated Authority By-Law) be amended to include the definition of demolition and associated procedures, as outlined in Appendix B of this report;

That the necessary amendment to By-law 2019-154 be brought forward for adoption at the next Regular Council Meeting;

That the tariff of fees on heritage matters be approved;

That the necessary By-Law (Tariff of Fees – Heritage Matters), as outlined in Appendix E of this report, be brought forward for adoption at the next Regular Council meeting;

That staff be directed to amend the Consolidated Fees By-Law to include fees for the demolition of heritage property and the repeal of heritage designation By-Laws and bring forward the amendment by the end of Q4 2021; and

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

Carried

The meeting recessed at 4:33 p.m. and reconvened at 4:43 p.m.

8. Reports

8.1 RS2021-027

**Request for Direction for a Dock within Road Allowance Leading to Water
Adjacent to 2 Treewood Lane**

Christine Oliver, Law Clerk

CW2021-205

Moved By Councillor Elmslie

Seconded By Councillor Yeo

That Report RS2021-027, **Request For Direction For A Dock Within Road Allowance Leading To Water Adjacent To 2 Treewood Lane, Kirkfield**, be received;

That Staff proceed with a private dock license agreement, for public use, with the owners of 3 Treewood Lane, for the dock that is within the road allowance leading to water; and

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

Carried

8.2 RS2021-028

**Request for Direction for Encroachment Adjacent to 25 Oakland Lane,
Fenelon**

Christine Oliver, Law Clerk, Realty Services

CW2021-206

Moved By Councillor Elmslie

Seconded By Councillor Seymour-Fagan

That Report RS2021-028, **Request Direction from Council For Encroachment Adjacent To 25 Oakland Lane, Fenelon Falls**, be received;

That Staff proceed with an Encroachment Agreement to allow the encroachment of existing shrubs to remain in their current location;

That existing and encroaching landscaping rocks be removed; and

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

Carried

8.3 RS2021-029

Proposed Surplus Declaration and Sale of Landlocked Parcel Adjacent to 28 Pickerel Point Road, Lindsay

Laura Carnochan, Law Clerk, Realty Services

CW2021-207

Moved By Councillor Yeo

Seconded By Councillor Ashmore

That Report RS2021-029, **Proposed Surplus Declaration and Sale of Landlocked Parcel adjacent to 28 Pickerel Point Road, Lindsay**, be received;

That the matter be referred back to Staff for further review and report back to clarify the title to the subject property;

That the report back include an option to convey the property to both adjoining landowners, if appropriate; and

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

Carried

8.4 RS2021-030

Proposed Surplus Declaration, Closure, and Sale of a Portion of Shoreline Road Allowance Adjacent to 2612 Victoria Road, Kirkfield

Laura Carnochan, Law Clerk, Realty Services

CW2021-208

Moved By Councillor Yeo

Seconded By Councillor Elmslie

That Report RS2021-030, **Proposed Surplus Declaration Closure and Sale of a Portion of Shoreline Road Allowance adjacent to 2612 Victoria Road, Kirkfield**, be received;

That the subject property, being a portion of shoreline road allowance adjacent to 2612 Victoria Road, Kirkfield and legally described as Part of the Original Shore Road Allowance Along Duck Lake Lying in Front of Lots 1 and 2, Concession 1, in the Geographic Township of Laxton City of Kawartha Lakes, be declared surplus to municipal needs;

That the closure of the portion of shoreline road allowance to the adjoining landowner be supported, in principle, in accordance with the provisions of By-

Law 2018-020, as amended, and the Municipal Act, 2001, and subject to the parties entering into a conditional Agreement of Purchase and Sale;

That Council set the value of land at the higher of the appraised value or the minimum set price of \$23.00 per linear foot of shoreline road allowance adjacent to a lake;

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

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

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

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

Carried

8.5 RS2021-031

Proposed Direct Sale of City-Owned Property - Old Post Road, Verulam - Lot 27, Plan 638

Christine Oliver, Law Clerk, Realty Services

CW2021-209

Moved By Councillor Yeo

Seconded By Deputy Mayor O'Reilly

That Report RS2021-031, **Proposed Direct Sale of City-Owned Property – Old Post Road, Verulam – Lot 27, Plan 638**, be received;

That the sale of the City-owned property located on Old Post Road, Verulam and legally described as Lot 27 on Plan 638, City of Kawartha Lakes to the Aspire Sturgeon Developments Inc., be supported in principle, in accordance with the provisions of By-Law 2018-020, as amended, and the Municipal Act, 2001, and subject to the parties entering into a conditional Agreement of Purchase and Sale;

That the land be sold on the condition that Aspire Developments Inc. registers a plan of condominium on title, making all owners of the land within the plan of subdivision (including this parcel) responsible for the maintenance of the open space blocks within the plan. This to be done at the time of closing this transfer;

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

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

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

Carried

8.6 RS2021-032

**Proposed Surplus Declaration, Closure, and Sale of Road Allowance
Adjacent to 7 The Avenue, Kinmount**

Christine Oliver, Law Clerk, Realty Services

CW2021-210

Moved By Councillor Seymour-Fagan

Seconded By Councillor Yeo

That Report RS2021-032, **Proposed Surplus Declaration Closure, and Sale of a portion of Road Allowance adjacent to 7 The Avenue, Kinmount**, be received;

That the subject property, being a portion of the road allowance adjacent to 7 The Avenue, Kinmount and legally described as Part of Lot 1 and 2 on the south side of Paul Street on Plan 105 as in R419824, City of Kawartha Lakes, be declared surplus to municipal needs;

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

That Council set the value of the land at the higher of the appraised value or the minimum set price of \$15.00 per linear foot of road allowance;

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

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

That a deeming by-law be passed contemporaneously with the disposition by-law if necessary;

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

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

Carried

8.7 RS2021-033

Proposed Surplus Declaration, Closure, and Sale of Shoreline Road Allowance Adjacent to 29 Fox Beach Lane, Carden

Christine Oliver, Law Clerk, Realty Services

CW2021-211

Moved By Councillor Yeo

Seconded By Councillor Elmslie

That Report RS2021-033, **Proposed Surplus Declaration, Closure, and Sale of Shoreline Road Allowance adjacent to 29 Fox Beach Lane, Carden**, be received;

That the subject property, being a portion of shoreline road allowance adjacent to 29 Fox Beach Lane, Carden, and legally described as Part of Lot 20, Concession 4, Carden as in R420546; T/W R420546, City of Kawartha Lakes, be declared surplus to municipal needs;

That the closure of the portion of shoreline road allowance to the adjoining landowner be supported, in principle, in accordance with the provisions of By-Law 2018-20, as amended, and the Municipal Act, 2001, and subject to the parties entering into a conditional Agreement of Purchase and Sale;

That Council set the value of land at the higher of the appraised value or the minimum set price of \$23.00 per linear foot of shoreline road allowance adjacent to a lake;

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

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

That a deeming by-law be passed contemporaneously with the disposition by-law if necessary;

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

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

Carried

8.8 RS2021-034

Road Allowance Leading to Water - Marsh Creek Road, Mariposa

Christine Oliver, Law Clerk, Realty Services

CW2021-212

Moved By Deputy Mayor O'Reilly

Seconded By Councillor Veale

That Report RS2021-034, **Road Allowance Leading To Water – Marsh Creek**, be received;

That Council provide an exemption to the previous council resolution for Road Allowance Leading to Water be held in public ownership;

That Staff be directed to commence the disposition process as set out in the disposition policy;

That the property be sold for no less than the greater of the appraised value and the linear minimum value of \$15 per linear foot, as set out in the Sale of Land By-law 2018-020;

That a deeming by-law be presented to Council if necessary, to ensure that the purchased property merges with the benefitting parcel; and

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

Carried

8.9 ML2021-006

Discharge of Firearms By-Law Review and Update

Aaron Sloan, Manager, Municipal Law Enforcement and Licensing

CW2021-213

Moved By Councillor Dunn

Seconded By Councillor Yeo

That Report ML2021-006, **Discharge of Firearms by-law review and update**, be received;

That the proposed By-Law, being a By-Law to Regulate the Discharge of Firearms in the City of Kawartha Lakes, attached as Appendix C to this report be approved;

That By-Law 2005 – 329 being a By-Law to Regulate the Discharge of Firearms in the City of Kawartha Lakes be repealed; and

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

Carried

8.10 MLE202-009

Review and Amendments for By-Law 2013-148 as amended, being a By-Law to License, Regulate and Govern Seasonal Trailer Park Businesses
Aaron Sloan, Manager of Municipal Law Enforcement and Licensing

CW2021-214

Moved By Deputy Mayor O'Reilly

Seconded By Councillor Elmslie

That Report MLE2021-009, **By-Law 2013-148 as amended, to License, Regulate and Govern Seasonal Trailer Park Businesses – review and amendments**, be received;

That staff provide notification to all park owners indicating the intention of amending By-Law 2013-148 as amended, being a By-Law to License, Regulate and Govern Seasonal Trailer Park Businesses be amended;

That staff provide notification to all park owners indicating the intention of amending By-Law 2018-234 as amended, being a By-law to Establish and Require Payment of Fees for Information, Services, Activities and Use of City Property in The City of Kawartha Lakes (known as the Consolidated Fees By-law);

That the recommended By-Law to amend By-Law 2013-148 be brought forward to Council for consideration at the Regular Council Meeting on October 19, 2021; and

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

Carried

8.11 WM2021-011

Lindsay Ops Compost and Woodchip Giveaways

David Kerr, Manager of Environmental Services

CW2021-215

Moved By Councillor Yeo

Seconded By Councillor Veale

That Report **WM2021-011, Lindsay Ops Compost Giveaway**

Recommendations, be received;

That compost and woodchip giveaways continue to be a free program offered to the residents of Kawartha Lakes provided the users are loading the material into their own vehicles using hand tools;

That the Consolidated Fees By-Law be amended to include a fee of \$100 per tonne to use landfill equipment to load compost and/or woodchips into residential and/or commercial vehicles; and

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

Carried

8.12 PW2021-004

Off Road Vehicle Task Force Recommendations

Bryan Robinson, Director of Public Works

CW2021-216

Moved By Councillor Veale

Seconded By Councillor Yeo

That Report PW2021-004, **Off Road Vehicle Task Force Recommendations**, be received;

That the linkage route for ATV's through the urban area of Lindsay proposed by the Off Road Vehicle Use of City Roads Task Force not be approved;

That the Off Road Vehicle Use of City Roads Task Force review and report back on by-pass options for an ATV route around Lindsay to link the north and south trails;

That the by-pass option(s) include a bridge crossing at Thunderbridge Road; and

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

Carried

9. Memorandums

9.1 COW2021-08.9.1

Memorandum Regarding Vaccination Requirement for Attendance in Council Chambers

Mayor Letham

CW2021-217

Moved By Councillor Veale

Seconded By Councillor Yeo

That the Memorandum from Mayor Letham, **regarding Vaccination Requirement for Attendance in Council Chambers**, be received;

That Council immediately implement the following requirements for anyone attending Council Chambers:

- you must be fully vaccinated to attend a Council meeting in person
- if you are not fully vaccinated, either for medical reasons or personal choice, you must provide proof of a negative test result that is dated no earlier than 2 days before the meeting

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

Carried

9.2 COW2021-08.9.2

Memorandum Regarding Service Hook-Up

Councillor Dunn

CW2021-218

Moved By Councillor Dunn

Seconded By Councillor Elmslie

That the Memorandum from Councillor Dunn, **regarding Service Hook-Up**, be received; and

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

Carried

9.3 COW2021-08.9.3

Memorandum Regarding the Snug Harbour Road Network

Councillor Ashmore

CW2021-219

Moved By Councillor Ashmore

Seconded By Councillor Yeo

That the Memorandum from Councillor Ashmore, **regarding the Snug Harbour Road Network**, be received;

That Staff conduct a Traffic Load Study to determine current road classification for road maintenance and repair;

That Staff report their findings to Council by the end of Q1, 2022; and

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

Carried

10. Adjournment

CW2021-220

Moved By Councillor Ashmore

Seconded By Councillor Yeo

That the Committee of the Whole Meeting adjourn at 6: 07 p.m.

Carried

Andy Letham, Mayor

Cathie Ritchie, City Clerk

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

PC2021-10
Wednesday, September 8, 2021
1:00 P.M.
Council Chambers
City Hall
26 Francis Street, Lindsay, Ontario K9V 5R8

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

Accessible formats and communication supports are available upon request. The City of Kawartha Lakes is committed to accessibility for persons with disabilities. Please contact agendaitems@kawarthalakes.ca if you have an accessible accommodation request.

1. Call to Order and Adoption of Agenda

Chairperson Councillor A. Veale called the meeting to order at 1:03 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, Development Planning Supervisor S. Rea, Development Engineering Supervisor C. Sisson, Planning Officer - Large Developments I. Walker, and Planners II D. Harding and M. LaHay were also in attendance.

PAC2021-066

Moved By Mayor Letham

Seconded By Deputy Mayor O'Reilly

That the amended agenda be adopted as circulated.

Carried

2. Declarations of Pecuniary Interest

There were no declarations of pecuniary interest disclosed.

3. Public Meeting Reports

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

3.1 PLAN2021-049

**Amend the Lindsay Zoning By-law 2000-75 at 71 Mount Hope Street,
Lindsay – Cross Realco Limited**

Ian Walker, Planning Officer - Large Developments

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. 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 permit a motor vehicle repair facility with associated offices and storage; and to recognize site-specific development standards for the redevelopment of the property. The application is consistent with the Provincial Policy Statement, conforms to the Growth Plan for the Greater Golden Horseshoe and the Town of 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 additional comments were received from a property owner 340m away, presenting questions of how the application may affect their property. Mr. Walker was satisfied that the application would not impact the property owners land. Staff are recommending that the application be forwarded to Council for approval.

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

Emma Drake spoke as the planning consultant for the applicant on the file. She stated that they have reviewed the report have no further comments and made herself available for any questions from Committee members.

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

No other persons spoke to the application.

The Public Meeting concluded at 1:08pm.

3.1.2 Business Arising from the Public Meeting

PAC2021-067

Moved By Mayor Letham

Seconded By J. Willock

That Report PLAN2021-049, **Plan 377 Part of Lots 28 and 29, Former Town of Lindsay, Cross Realco Ltd. – Application D06-2021-019**, be received;

That the zoning by-law amendment, substantially in the form attached as Appendix D to Report PLAN2021-049, 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

3.2 PLAN2021-051

Amend the Fenelon Zoning By-law 12-95 at 34 Arbour Street - McLean

David Harding, Planner II

3.2.1 Public Meeting

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

Mr. Harding 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 re-align the private easement for a right-of-way known as Arbour Street about 30 metres to the south of its current location and add the land between the realigned easement and the shoreline residential lots with Arbour Street addresses 2-30 to each respective lot. A condition of the provisional consent applications was to re-zone the lands to be severed so that they matched the residential zoning of the shoreline lots they are being consolidated with and apply applicable development standards to the retained rural parcel that is being reduced in size. 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. Harding summarized the comments received to date, as detailed in his report, noting that subsequent to the writing of the report additional comments were received from two residents, Yun Peng and Judy Cornish raising questions and concerns if this application would create new developable lots. Mr. Harding confirmed that no new lots are being created, but rather, lot lines of existing properties are being adjusted. Staff are recommending that the application be referred to Council for approval.

The Chair inquired if the applicant wished to speak to the application. Neither the applicants nor any of their representatives were present.

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

No other persons spoke to the application.

The Public Meeting concluded at 1:14pm.

3.2.2 Business Arising from the Public Meeting

PAC2021-068

Moved By Deputy Mayor O'Reilly

Seconded By J. Willock

That Report PLAN2021-051, Amend Fenelon Zoning By-law 12-95 at 34 Arbour Street - McLean, be received;

That a Zoning By-law, respecting application D06-2021-020, substantially in the form attached as Appendix D to Report PLAN 2021-051 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

4. Deputations

4.1 PC2021-10.4.1

Bob Clark

Relating to Item 6.1 on the Agenda (Report PLAN2021-050 - Motara)

Bob Clark spoke as the applicant on behalf of the owners and stated that they were satisfied with the report and its conclusions. He made himself available for any questions from the Committee members.

PAC2021-069

Moved By W. Brumwell

Seconded By Councillor Seymour-Fagan

That the deputation of Bob Clark, regarding Report PLAN2021-050, be received.

Carried

5. Correspondence

6. Regular and Returned Reports

6.1 PLAN2021-050

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

Mark LaHay, Planner II

Mr. LaHay confirmed that a Public Meeting on this matter was held on June 2, 2021 in accordance with the Planning Act. He summarized the application, explaining that it proposes 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 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 subsequent to the writing of the report that no additional comments were received. Staff are

recommending that the application be forwarded to Council for approval. He responded to questions from Committee members.

PAC2021-070

Moved By Councillor Seymour-Fagan

Seconded By J. Willock

That Report PLAN2021-050, **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;

That a Zoning By-law, respecting application D06-2021-010, substantially in the form attached as Appendix D to Report PLAN2021-050 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 PC2021-10.6.2

Ongoing Planning Applications Spreadsheet- 2021 Update

Richard Holy, Acting Director of Development Services

Mr. Holy provided an overview of the spreadsheet noting its purpose, origin, and key features. He provided a brief overview of the current opportunities and issues facing the Planning Division in Kawartha Lakes including staffing, notable applications, effects from COVID-19 on the development community, and the complexity of the new applications being received. He responded to questions from the members of the Committee.

Councillor Seymour-Fagan left the meeting at 1:28pm and returned at 1:30pm.

PAC2021-071

Moved By Mayor Letham

Seconded By J. Willock

That the update and spreadsheet presented by R. Holy, Acting Director of Development Services, regarding the Ongoing Planning Applications Spreadsheet - 2021 Update, be received for information.

Carried

7. **Adjournment**

PAC2021-072

Moved By Councillor Seymour-Fagan

Seconded By W. Brumwell

That the Planning Advisory Committee Meeting adjourn at 1:56 p.m.

Carried

Council Report

Report Number: CORP2021-015
Meeting Date: September 21, 2021
Title: 2021 Q2 Capital Close
Description:
Author and Title: Logan Watson, Junior Accountant

Recommendation(s):

That Report CORP2021-015, 2021 Q2 Capital Close, be received;

That the capital projects identified in Attachment A to Report CORP2021-015 be approved to be closed due to completion;

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

Reserve	Report Closing Balance
Capital Contingency Reserve	\$1,132,241.00
Kawartha Lakes Police Contingency Reserve	\$80,244.02
Sewer Infrastructure Reserve	\$34,141.60
Water Infrastructure Reserve	\$114,168.90

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

- 928171900 - ***M/Y Purchase Parks & Rec Software (2017)
- 997200100 - Landfill Siteworks (2020)
- 950200400 – Parks & Recreation Equipment (2020)

Department Head: _____

Financial/Legal/HR/Other: _____

Chief Administrative Officer: _____

- 983200500 - Rural Resurfacing (2020)
- 969200100 - Victoria Manor (2020)
- 998200100 - Water Treatment (2020)
- 938200201 - Ambulance Remount (2020)
- 953170501 - Development 68 Lindsay St N (2017)
- 928200100 - IT Systems (2020)
- 983201101 - Traffic Light Component (2020)
- 983200400 - Urban/Arterial Resurfacing (2020)
- 969190101 - Victoria Manor (2019)
- 983201201 - William St Parking Lot (2020)
- 998200400 - WWW Studies/Special Projects (2020)

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

- 999190100 - ***M/Y Document & Record Management System (2019)
- 932200100 - Fire Facilities (2020)
- 928190100 - IT Systems (2019)
- 932200300 - Fire Equipment (2020)
- 932200200 - Fire Fleet (2020)
- 928151500 - ERP System (2015)
- 983210101 - Mill Pond Bridge (Replacement) (2021)
- 994200101 - Transit Stops (2020)
- 950151801 - ***M/Y Logie Park Improvements (2015)

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

- 983200100 – Bridges (2020)
- 983200300 - Urban/Rural Reconstruction (2020)
- 998200300 - Water Distribution & Wastewater Collection (2020)
- 994210100 - Transit Siteworks (2021)
- 983210300 - Urban/Rural Reconstruction (2021)
- 994200200 - Fleet (2020)
- 998110100 - Omemee WPC Plant Upgrades (2011)
- 983180300 - Urban/Rural Reconstruction (2018)
- 983190300 - Urban/Rural Reconstruction (2019)
- 983170300 - Urban/Rural Reconstruction
- 998200200 - Wastewater Treatment (2020)
- 998180300 – Water Distribution & Wastewater Collection (2018)

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

- 994210200 - Fleet Equipment (2021)

Background:

This report is provided to advise Council on each capital project's actual costs versus its approved budget and to close projects that are complete as of June 30, 2021 in accordance with the Capital Close and Administration Policy.

Rationale:

The expectation of a capital close report is to bring completed capital projects to a zero balance by recommending provisions for any shortfalls and disposition of surplus amounts. When projects are closed with a surplus, the surplus is typically transferred to the Capital Contingency Reserve. There are some exceptions to this practice. If the project being closed was funded from a source other than the general tax levy then the surplus is returned to that source of funding.

Please see below a list of attachments:

Attachment A - Lists all projects completed and recommended to be closed identifying the amount that will be returned to the funding source indicated.

Attachment B – Lists all projects that will be complete as of December 31, 2021 or are on target to be completed by their current completion date. The project numbers with three asterisks (***) are multiyear projects that will have additional funding over multiple years and will be using the same project number until the project is completed.

Attachment C – Lists the active projects that are seeking Council Resolution to extend the current completion date.

Remaining open projects total \$186 Million in budget. The spending to date is approximately \$115.8 Million. There is currently \$70.2 Million of capital spending still to be incurred and of that total, 69% of the projects are on track and have the capacity and resources to be completed on schedule. The remaining 31% of projects have been delayed for various reasons and are requesting extensions.

Other Alternatives Considered:

Council may choose an alternative direction with respect to where the over and under expenditures should be transferred. Staff's recommendations are in accordance with the Capital Close Policy CP2021-015.

Financial/Operation Impacts:

The status of each project has been reviewed by Directors and appropriate management staff. The below detailed tables show the balances to the affected Reserves and Deferred Revenue Accounts, of the projects being closed.

Attachment A: Completed Projects

The table below is a listing of the reserves that require Council approval to transfer funds to and from.

Reserve	Report Closing Balance
Capital Contingency Reserve	\$1,132,241.00
Kawartha Lakes Police Contingency Reserve	\$80,244.02
Sewer Infrastructure Reserve	\$34,141.60
Water Infrastructure Reserve	\$114,168.90

Obligatory Funds

Below is a table listing the obligatory funds for which the return of funding does not require Council approval, all deficits require Council approval and are included in the Council resolutions.

Obligatory Reserves and Development Charge Reserve	Report Closing Balance
Development Charge Reserve	\$282,839.38

Debenture Proceeds

The debenture debt will be decreased by \$740,867.88 due to the closure of various capital projects that already had debenture funding from previous capital budgets.

Debenture Proceeds	Report Closing Balance
Arenas & Pools Program (2018)	\$12,113.46
Bridges (2017)	\$353,446.23
Wastewater Treatment (2017)	\$292,750.19
Water Treatment Program (2018)	\$41,279.00
Wastewater Treatment (2018)	\$41,279.00
TOTAL	\$740,867.88

In summary, a total of \$3,151,885.08 is recommended to be closed and returned to the original budget funding sources. There are currently 145 projects and staff recommend closing 30 projects, leaving a remaining 115 projects open.

Relationship of Recommendation(s) To the 2020-2023 Strategic Plan:

This recommendation matches our Vision, Mission, Guiding Principles and Values. This recommendation assists in achieving the Strategic Priorities; A Vibrant and Growing Economy and Good Government. This Capital Close report enables Council and the public to see that the projects that are being done to improve services within our growing community and are being closed within budget and in a timely manner.

Consultations:

Directors, Managers and Executive Assistants

Attachments:

Attachment A: Completed projects



Attachment A -
Closing Projects.xlsx

Attachment B: Projects on target to be closed by current completion date



Attachment B - On
Target Projects .xlsx

Attachment C: Projects requesting an extension



Attachment C -
Projects Requesting

Department Head E-Mail: jstover@kawarthalakes.ca

Department Head: Jennifer Stover

Department File:

Completed Projects as of June 30, 2021

Obligatory Funds

Project Number	Description	Budget Year	Total Budget	Capital Contingency Reserve	Kawartha Lakes Police Contingency Reserve	Sewer Infrastructure Reserve	Water Infrastructure Reserve	Development Charge Reserve	Infrastructure Gas Tax Reserve	Debenture	Deferred Revenue	Total Funding to be Returned
932171001	SCBA Equipment M/Y 2017-20	2017	2,100,000.00	75.13								75.13
932200401	Fire ATV	2020	15,000.00								(7,187.77)	(7,187.77)
942200101	KLPS 2020 - Computers	2020	46,200.00		555.57							555.57
942200501	KLPS 2020 - Radio Systems	2020	89,150.00		32,473.29							32,473.29
942200601	KLPS 2020 - MDT Upgrade/Backup	2020	14,000.00		14,000.00							14,000.00
942200801	P&R Equipment	2020	115,000.00	(5,467.87)								(5,467.87)
942200801	KLPS 2020 - Switches	2020	5,000.00		215.16							215.16
950180500	Arenas & Pools Program (2018)	2018	3,317,000.00							12,113.46		12,113.46
950190400	Traffic Signals Program (2018)	2019	100,000.00	19,316.17				31,500.00				50,816.17
953200200	2020 - B&P Equipment	2020	53,000.00	4,511.84	33,000.00							37,511.84
983160600	Urban/Rural Reconstruct Projec	2016	4,851,494.00	705,640.56				45,464.79	774,570.07			1,525,675.42
983170100	Bridges	2017	3,006,214.00							353,446.23		353,446.23
983181100	Parking Lots Program (2018)	2018	171,000.00	49,654.69								49,654.69
983181200	Municipal Drains 2019	2018	46,000.00	2,283.41								2,283.41
983190500	Rural Resurfacing	2019	3,456,662.32	75,489.82								75,489.82
983191301	2020 - Municipal Drains	2019	55,000.00	(12,543.25)								(12,543.25)
983200200	2020 - Culverts	2020	456,000.00	333,609.07								333,609.07
983201001	2020 - Streetlights	2020	470,143.98	(48,737.49)								(48,737.49)
983201301	Airport Siteworks (2018)	2020	211,501.00	(99,060.74)				(7,858.00)				(106,918.74)
987180100	Airport Capital Plan	2018	35,000.00	2,858.54				211.86				3,070.40
987180301	Airport Siteworks 2019	2018	155,000.00	91,556.47				6,807.19				98,363.66
987190100	Airport Facilities 2019	2019	38,000.00	1,832.48								1,832.48
987190200	Airport Capital Plan	2019	45,000.00	(10,321.62)				(765.00)				(11,086.62)
987190301	Peel/York St Watermain -Design	2019	50,000.00	(22,555.06)								(22,555.06)
998151701	Colborne St SPS Upgrades	2015	5,663,683.00							-		-
998161100	Emerg - LRC Pool Area Boile	2016	22,132.82	382.82								382.82
998170500	Wastewater Treatment (2017)	2017	6,500,561.00					207,478.54		292,750.19		500,228.73
998180400	Water Treatment Program (2018)	2018	502,000.00				114,168.90			41,279.00		155,447.90
998180500	Wastewater Treatment (2018)	2018	799,353.50			34,141.60				41,279.00		75,420.60
999200101	FF Emergency Bridge Work	2020	349,934.00	43,716.03								43,716.03
												-
	Total Capital Project Closing		32,739,029.62	1,132,241.00	80,244.02	34,141.60	114,168.90	282,839.38	774,570.07	740,867.88	(7,187.77)	3,151,885.08

Capital Projects on Target to be Closed by Current Completion Dates as of June 30, 2021

*** Indicates a Multi-year Project

Job	Description	Budget Year	Total Approved Budget June 30, 2021	Total Committed Spending as of June 30, 2021	Total Spending June 30, 2021	Remaining Budget June 30, 2021	Closing Date	Initials	% Complete	Comments
928210100	2021 IT Systems	2021	564,000.00	8,825.37	17,769.32	537,405.31	June 30, 2022	JC		Completion expected Q2 2022
932130701	***M/Y Central Training Facility M/Y 20	2013	75,000.00		4,977.39	70,022.61	December 31, 2022	VK	0%	extend to 2022.
932172201	Coboconk Fire Hall Upgrades	2017	637,786.00		624,669.28	13,116.72	June 30, 2021	VK	90%	Completion expected Q4 2021
932180100	Fire Facilities Program (2018)	2018	356,000.00		323,380.01	32,619.99	December 31, 2021	VK		Completion expected Q4 2021
932190100	Fire Facilities 2019	2019	2,230,000.00	134,204.19	2,126,981.94	(31,186.13)	December 31, 2021	VK		Completion expected Q4 2021
932190300	Fire Equipment 2019	2019	255,000.00	547.47	241,446.42	13,006.11	December 31, 2021	VK		Completion expected Q4 2021
932210100	2021 Fire Fleet & Equipment	2021	1,160,000.00	105,199.56	4,965.25	1,049,835.19	June 30, 2022	VK		Completion expected Q2 2022
932210301	SCBA Bottles - M/Y 2021-2022	2021	112,000.00	19,392.93	95,619.56	(3,012.49)	June 30, 2023	VK		Project complete pending receipt of goods and invoice processing
932210401	Defibrillators - M/Y 2021-2024	2021	10,000.00			10,000.00	June 30, 2025	VK	0.00%	Completion expected Q2 2025
932210501	Decontamination EQ -M/Y 21-23	2021	30,000.00	25,802.28		4,197.72	June 30, 2024	VK	75.00%	Completion expected Q3 2024
938190300	Paramedic Equipment 2019	2019	155,000.00		153,141.95	1,858.05	December 31, 2021			No comment per department. Assumed on track.
938200300	2020 Paramedic Equipment	2020	315,000.00	103,742.12	141,006.97	70,250.91	December 31, 2021			No comment per department. Assumed on track.
938210200	2021 Paramedic Fleet/Equipment	2021	679,000.00	103,742.12	76,818.67	498,439.21	June 30, 2022			No comment per department. Assumed on track.
942210101	KLPS Computers	2021	150,000.00		617.52	149,382.48	June 30, 2022	LR	10%	in progress
942210201	KLPS Printers	2021	3,500.00		944.72	2,555.28	June 30, 2022	LR	25%	in progress
942210301	KLPS Digital Logger	2021	20,000.00			20,000.00	June 30, 2022	LR	0%	in progress
942210401	KLPS Vehicle Replacement	2021	88,619.00		26,689.63	61,929.37	June 30, 2022	LR	50%	in progress
942210501	KLPS Building Upgrades	2021	9,500.00			9,500.00	June 30, 2022	LR	0%	in progress
942210601	KLPS Live Scan	2021	53,311.00			53,311.00	June 30, 2022	LR	0%	in progress
950180100	Parkland Siteworks (2018)	2018	2,022,698.80	1,271.83	1,750,179.26	271,247.71	December 31, 2021	LD		Awaiting invoices
950180200	Parkland Facilities (2018)	2018	319,872.00	19,720.00	294,211.76	5,940.24	December 31, 2021	LD		awaiting invoices
950190100	Parkland Siteworks 2019	2019	1,388,145.50	13,778.52	1,187,331.22	187,035.76	December 31, 2021	LD		awaiting invoices
950190300	2019 Recreation Facilities	2019	2,677,068.50	400,194.55	2,144,450.64	132,423.31	December 31, 2021	LD		awaiting invoices
950190500	Cemetery Siteworks	2019	100,000.00		92,315.27	7,684.73	December 31, 2021	LD		awaiting invoices
950200100	2020 - Parkland Siteworks	2020	466,865.00	14,970.02	191,393.35	260,501.63	December 31, 2021	LD		planned to begin Spring 2021 - extension to December 2021 required (COVID)
950200200	2020 - Parkland Facilities	2020	490,000.00	48,949.63	445,534.65	(4,484.28)	December 31, 2021	LD		awaiting invoices and final deficiency items
950200300	2020 - Recreation Facilities	2020	1,250,022.00	80,102.58	1,061,250.22	108,669.20	December 31, 2021	LD		awaiting invoices
950200500	2020 - Cemetery Siteworks	2020	70,000.00		24,112.78	45,887.22	December 31, 2021	LD		planned to begin Spring 2021 - extension to December 2021 required (COVID)
950210100	2021 Parkland Sitework/Facilit	2021	445,000.00	5,545.92	6,753.25	432,700.83	June 30, 2022	LD	10.00%	No comment per department. Assumed on track
950210200	2021 Recreation Facilities	2021	153,000.00	139,295.00	1,698.19	12,006.81	June 30, 2022	LD	8.75%	No comment per department. Assumed on track
950210300	2021 P&R Equipment	2021	130,000.00	15,900.00	22,502.05	91,597.95	June 30, 2022	LD	18.00%	No comment per department. Assumed on track
950210400	2021 Cemetery Sitework/Facilit	2021	50,000.00			50,000.00	June 30, 2022	LD	0.00%	No comment per department. Assumed on track
950210501	Victoria Pk Armoury HVAC-ICIP	2021	40,000.00			40,000.00	June 30, 2022	LD	0.00%	No comment per department. Assumed on track
950210600	Rep/Enh of Parks Infrast-ICIP	2021	432,278.00			432,278.00	June 30, 2022	LD	0%	No comment per department. Assumed on track.
953190100	B&P Facilities 2019	2019	1,012,000.00	37,351.50	701,871.86	272,776.64	December 31, 2022	LD	0.94	Ongoing
953190200	B&P Equipment 2019	2019	751,209.00		584,474.97	166,734.03	June 30, 2022	LD	0.80	Extension Required as noted in breakdown
953200100	2020 - B&P Facilities	2020	202,000.00	19,071.97	74,316.95	108,611.08	June 30, 2021	LD	96%	Extension Required as noted in breakdown
953200301	Bobcaygeon Library M/Y 2020-21	2020	500,000.00	30,517.84		469,482.16	June 30, 2022	LD	15%	Project tender being released in Sept 2021. Construction targeted for Q2 2022.
953200401	Roof Tops - M/Y 2020-21	2020	70,000.00	2,925.60	31,324.64	35,749.76	June 30, 2022	LD	50%	Ongoing
953200601	Fenelon Falls Museum M/Y 20-21	2020	100,000.00	50,403.38	11,971.23	37,625.39	Jun 30 2022	LD	25%	Ongoing
953210100	2021 B&P Facilities	2021	451,530.00	33,351.86	49,079.20	369,098.94	June 30, 2022	LD	22%	Ongoing
969210100	2021 Victoria Manor Projects	2021	123,000.00		4,810.45	118,189.55	June 30, 2022			No comment per department. Assumed on track
969210201	Emerg Proc-New MUA Unit	2021		229,000.00		(229,000.00)	June 30, 2022			No comment per department. Assumed on track
983170800	Road Restoration WWW Projects	2017	614,846.90		242,254.77	372,592.13	December 31, 2021	LP	80%	Ongoing litigation
983180100	Bridges (2018)	2018	3,152,320.00	25,687.88	2,919,318.27	207,313.85	December 31, 2021	LP	90%	Completion expected Q4 2021 - Fenelon Falls Second Crossing remaining to be completed

Job	Description	Budget Year	Total Approved Budget June 30, 2021	Total Committed Spending as of June 30, 2021	Total Spending June 30, 2021	Remaining Budget June 30, 2021	Closing Date	Initials	% Complete	Comments
983190100	Bridges 2019	2019	1,539,000.00	60,317.02	1,493,192.77	(14,509.79)	December 31, 2021	LP	80%	Completion expected Q4 2021
983190700	Lifecycle Management	2019	2,019,800.00	58,874.54	1,594,089.66	366,835.80	December 31, 2021	LP	90%	Completion expected Q4 2021
983191100	Traffic Signals 2019	2019	115,000.00	1,266.94	25,256.81	88,476.25	December 31, 2021	LP	70%	Designs underway
983200700	2020 - Lifecycle Management	2020	1,532,780.00	5,543.10	1,504,324.33	22,912.57	December 31, 2021	LP	90%	Completion expected Q4 2021
983210200	2021 Culverts & Drains	2021	275,000.00	25,455.28	569.86	248,974.86	June 30, 2022	LP	35%	Completion expected Q2 2022
983210401	CKL Rd 48	2021	2,066,000.00	1,748,091.46	46,816.07	271,092.47	June 30, 2022	LP	0.60	Completion expected Q2 2022
983210500	2021 Rural Resurfacing	2021	3,289,000.00	528,112.29	198,585.09	2,562,302.62	June 30, 2022	LP	50%	Completion expected Q2 2022
983210600	2021 Gravel Resurfacing	2021	1,661,000.00	619,827.87	986,792.84	54,379.29	June 30, 2022	LP	90%	Completion expected Q2 2022
983210700	2021 Lifecycle Management	2021	1,831,000.00	114,951.89	79,769.02	1,636,279.09	June 30, 2022	LP	60	Completion expected Q2 2022
983210800	2021 Sidewalks	2021	229,000.00	14,524.21	149,496.93	64,978.86	June 30, 2022	LP	50%	Completion expected Q2 2022
983210900	2021 Streetlighting & Traffic	2021	345,000.00			345,000.00	June 30, 2022			No comment per department. Assumed on track
987200100	2020 -Airport Siteworks	2020	100,000.00	15,262.99	92,539.86	(7,802.85)	December 31, 2021	LP	90%	Completion expected Q4 2021
987200301	Runway 03/21 - M/Y 2020-21	2020	350,000.00			350,000.00	June 30, 2022	LP	0%	Multi year project (cash flow). Final funding amount in 2022
987200401	Runway 13/31 - M/Y 2020-24	2020	100,000.00			100,000.00	June 30, 2025	LP	0%	Multi year project (cash flow). Final funding amount in 2025
987210100	2021 Airport Siteworks	2021	90,000.00	61,084.00		28,916.00	June 30, 2022	LP	60	Completion expected Q2 2022
991200100	2020 - Public Works Facilities	2020	680,000.00	246,939.07	271,610.35	161,450.58	December 31, 2021	SH	90%	Completion expected December 2021
991210101	Oakwood Depot Oil/Grit Seperat	2021	120,000.00	8,934.52	16,027.23	95,038.25	Jun 30 2022	SH	58%	Completion expected June 2022
997130801	Eldon Landfill	2013	292,000.00		185,597.64	106,402.36	December 31, 2021	LP	95%	Awaiting certificate of Requirement and final payment of legal fees
997166101	Pump Chamber Construction	2016	250,000.00	213,467.17	176,070.38	(139,537.55)	December 31, 2021	LP	80%	Completion expected Q4 2021
997170200	Landfill Site Works	2017	875,000.00	18.13	697,444.16	177,537.71	December 31, 2021	LP	80%	Awaiting MECP approval
997190100	Landfill Siteworks 2019	2019	2,650,000.00		2,195,975.57	454,024.43	December 31, 2021	LP	80%	Completion expected Q4 2021
997210100	2021 - Landfill Siteworks	2021	2,042,000.00	766,747.07	172,337.99	1,102,914.94	June 30, 2022	LP	80%	Work underway.
998160201	Water Operations Monitor System	2016	150,000.00	4,924.99	78,693.74	66,381.27	December 31, 2021	LP		No comment per department. Assumed on track
998160501	Pinewood Production Well	2016	254,456.45	89,731.58	236,228.29	(71,503.42)	December 31, 2021	LP	80%	Construction ongoing
998161501	Wastewater Operat Monitor System	2016	150,000.00	4,169.04	63,499.69	82,331.27	December 31, 2021	LP	50%	OCWA Bobcaygeon Pilot project remaining to be completed
998170100	Watermain Replacement (2017)	2017	767,714.00	26,159.85	535,734.78	205,819.37	December 31, 2021	LP	60%	Canal design ongoing, land needed, TSW coordination
998190100	Water Treatment	2019	2,795,973.00	1,014,749.05	1,741,241.46	39,982.49	December 31, 2021	LP	50%	Completion expected Q4 2021
998190200	2019 Wastewater Treatment	2019	328,000.00	4,632.96	64,730.58	258,636.46	December 31, 2021	LP	10%	Completion expected Q4 2021
998190300	W Distribution WW Collection	2019	7,031,000.00	941,832.41	5,662,560.14	426,607.45	December 31, 2021	LP	60%	Completion expected Q4 2021
998190400	WW Study & Special Projects	2019	250,000.00	48,409.29	133,390.94	68,199.77	December 31, 2021	LP	50%	Completion expected Q4 2021
998210100	2021 Water Treatment	2021	2,354,000.00	79,458.87	10,179.32	2,264,361.81	June 30, 2022	LP	10%	Completion expected 2022
998210200	2021 Wastewater Treatment	2021	310,000.00			310,000.00	June 30, 2022	LP	0%	Completion expected 2022
998210300	2021 W Distribution WW Collect	2021	4,483,847.00	949,686.56	2,747,753.28	786,407.16	June 30, 2022	LP	50%	Completion expected 2022
998210400	WWW Studies & Special Projects	2021	1,440,000.00	165,363.11	2,392.97	1,272,243.92	June 30, 2022	LP	10%	Completion expected 2022
		Total	66,682,142.15	9,488,029.38	36,843,085.36	20,351,027.41				

Capital Projects Requesting an Extension

Project	Description	Budget Year	Total Approved Budget June 30, 2021	Total Committed Spending June 30, 2021	Total Spending June 30, 2021	Remaining Budget June 30, 2021	Closing Date	Extension Date Requested	Initials	% Complete	Comments
Multi-year projects requesting an Extension											
999190100	M/Y Doc & Record Mgmt System	2019	421,000.00	191,615.37	216,458.34	12,926.29	31-Dec-21	Q2 2022	JC		Completion expected Q2 2022
928171900	M/Y Purchase Parks & Rec Software	2017	180,000.00	-	158,745.44	21,254.56	30-Jun-21	Q4 2021	JC	70%	Completion expected Q4 2021
950151801	*** M/Y Logie Park Improvements 2015-19	2015	4,551,002.22	37,637.17	4,558,427.17	(45,062.12)	31-Dec-21	Q2 2022	LD	0.95	Deficiency review to take place in the Spring. Extension required to June 2022
Multi-year Subtotal			5,152,002.22	229,252.54	4,933,630.95	(10,881.27)					
Projects requesting extensions due to Covid 19 Delays											
932200100	2020 - Fire Facilities	2020	96,000.00	5,396.54	-	90,603.46	31-Dec-21	Q2 2022	VK	-	Deferred due to pandemic. Completion expected Q2 2022
928190100	IT Systems 2019	2019	785,000.00	10,176.00	383,203.61	391,620.39	31-Dec-21	Q2 2022	VK	-	Deferred due to pandemic. Completion expected Q2 2022
Covid 19 Delay Subtotal			881,000.00	15,572.54	383,203.61	482,223.85					

Project	Description	Budget Year	Total Approved Budget June 30, 2021	Total Committed Spending June 30, 2021	Total Spending June 30, 2021	Remaining Budget June 30, 2021	Closing Date	Extension Date Requested	Initials	% Complete	Comments
Projects Requiring Extensions for Other Reasons											
983200100	2020 - Bridges	2020	1,265,187.00	124,117.32	1,177,842.12	- 36,772.44	31-Dec-21	Q4 2022	LP	0.70	Extension required to Q4 2022, designs ongoing
932200300	2020 - Fire Equipment	2020	305,000.00	94355	135941.99	74,703.01	30-Jun-21	Q2 2022	VK	-	Completion expected Q2 2022
932200200	2020 - Fire Fleet	2020	500,000.00		48541.59	451,458.41	30-Jun-21	Q2 2022	VK	-	Completion expected Q2 2022
997200100	2020 - Landfill Siteworks	2020	746,000.00	21974.4	259496.87	464,528.73	30-Jun-21	Q4 2021	LP	0.70	Extension required, being completed in conjunction with 998200202
950200400	2020 - P&R Equipment	2020	150,000.00		140515.11	9,484.89	30-Jun-21	Q4 2021	LD	-	delay in ordering/supply of material, extension to December 2021
983200500	2020 - Rural Resurfacing	2020	3,918,783.07	237776.43	3164441.26	516,565.38	30-Jun-21	Q4 2021	LP	0.80	Extension required to Q4 2021 - pending deficiencies and final payment
969200100	2020 - Victoria Manor	2020	150,000.00		97910.04	52,089.96	30-Jun-21	Q4 2021	LW		Per Pam Kulas, extension needed for Q4 2021.
983200300	2020 UrbanRural Reconstruction	2020	9,213,000.00	1039417.55	7049860.61	1,123,721.84	31-Dec-21	Q4 2022	LP	0.60	Extension required to Q4 2022. Average completion time for construction projects is 2-3 years.
998200300	2020 W Collection WW Distribut	2020	6,708,000.00	649861.06	5159359.3	898,779.64	30-Jun-21	Q4 2022	LP	0.50	Extension required to Q4 2022 - in conjunction with road reconstruction projects
998200100	2020 Water Treatment	2020	477,000.00	236065.76	81426.96	159,507.28	30-Jun-21	Q4 2021	LP	0.50	Extension required to Q4 2021
994210200	2021 Fleet Equipment	2021	3,421,058.00	901371.85	40031.28	2,479,654.87	30-Jun-22	Q2 2023	RP	0.40	Procurement process started. Delivery/production shortfalls confirmed delays expected no units until 2023. Completion expected Q2 2023
994210100	2021 Transit Siteworks	2021	200,000.00			200,000.00	30-Jun-21	Q4 2022	RP	0.10	In Progress. Extension required until Q4 2022
983210300	2021 Urban/Rural Reconstructio	2021	8,766,636.36	3806365.93	4350856.17	609,414.26	30-Jun-21	Q4 2022	LP	0.50	Extension required to Q4 2022. Average completion time for construction projects is 2-3 years.
938200201	Ambulance Remount (2)	2020	330,000.00		314291.61	15,708.39	30-Jun-21	Q4 2021	RM	0.75	Keep open until the end of the year please. We are waiting on suppliers.
953170501	Development 68 Lindsay St N	2017	12,735,616.02	168309.65	13425901.08	- 858,594.71	30-Jun-21	Q4 2021	LW		Per department, legal matters outstanding.
928151500	ERP System	2015	3,200,218.00	33794.52	2518562.27	647,861.21	31-Dec-21	Q2 2022	JC	0.95	Completion expected Q2 2022
994200200	Fleet 2020	2020	4,148,177.00	98045.83	3618705.69	431,425.48	30-Jun-21	Q4 2022	RP	0.90	Made purchase. Delivery delayed. Completion and final invoicing expected Q4 2022
928200100	IT Systems 2020	2020	396,000.00	26529.88	263536.16	105,933.96	30-Jun-21	Q4 2021	JC	0.70	Completion expected Q4 2021
983210101	Mill Pond Bridge (Replacement)	2021	2,004,364.00	1770883.59	136395.56	97,084.85	30-Jun-22	Q2 2022	LP	0.50	Completion expected Q2 2022
998110100	Omemeew WPC Plant Upgrades	2011	2,450,000.00	86078.84	42690.35	2,321,230.81	30-Jun-21	Q4 2022	LP	0.80	Extension required to Q4 2022 - ongoing litigation
983201101	Traffic Light Component	2020	65,000.00	20148.49	12626.02	32,225.49	30-Jun-21	Q4 2021	LP	0.50	Extension required to Q4 2021 - Designs underway
994200101	Transit Stops	2020	30,000.00		10817.09	19,182.91	30-Jun-21	Q2 2022	RP	0.80	Made purchase, waiting for delivery of units install late fall 2021 spring 2022, Remain Open until Q2 2022
983200400	Urban/Arterial Resurfacing	2020	2,288,000.00	8774.92	1913515.23	365,709.85	30-Jun-21	Q4 2021	LP	0.60	Extension required to Q4 2021 - work underway and final payments pending
983180300	Urban/Rural Reconstruct (2018)	2018	6,959,178.00	253933.67	5749276.53	955,967.80	31-Dec-21	Q4 2022	LP	0.80	Extension required to Q4 2022. Schedule B EA ongoing.
983190300	Urban/Rural Reconstruct 2019	2019	8,370,351.00	557465.4	7758592.07	54,293.53	31-Dec-21	Q4 2022	LP	0.60	Extension required to Q4 2022. Riverview and Pottinger outstanding
983170300	Urban/Rural Reconstruction	2017	6,259,100.00	45309.47	5771763.61	442,026.92	31-Dec-21	Q4 2022	LP	0.80	Extension required to Q4 2022. Canal Street and CKL 121 outstanding (property acquisition)
969190101	Victoria Manor 2019	2019	250,000.00			250,000.00	30-Jun-21	Q4 2021	RS	-	Expecting to close at next quarter - awaiting Ministry confirmation.
998200200	Wastewater Treatment	2020	22,637,000.00	14299784.59	6424700.51	1,912,514.90	30-Jun-21	Q4 2022	LP	0.50	Extension required to Q4 2022 - WPCP ongoing
998180300	Water Distrib&WW Collect(2018)	2018	5,197,800.00	-120285.36	3951408.79	1,366,676.57	31-Dec-21	Q4 2022	LP	0.60	Extension required to Q4 2022. Land needed, Schedule B Class EA ongoing
983201201	William St Parking Lot	2020	15,000.00	15264.01		264.01	30-Jun-21	Q4 2021	LP	0.70	Extension required, being completed in conjunction with 998200202
998200400	WWW Studies/Special Projects	2020	223,000.00	178509.92	55287.49	- 10,797.41	30-Jun-21	Q4 2021	LP	0.70	Extension required to Q4 2021 - studies ongoing
General Extensions Subtotal			113,379,468.45	24,553,852.72	73,674,293.36	15,151,322.37					
Extensions Grand Total			119,412,470.67	24,798,677.80	78,991,127.92	15,622,664.95					

Council Report

Report Number: PUR2021-018
Meeting Date: September 21, 2021
Title: Computer Aided Dispatch Automatic Vehicle Location for Calling of Transit Stops
Description: Contract Extension
Author and Title: Marielle van Engelen, Buyer

Recommendation(s):

That Report PUR2021-018, Computer Aided Dispatch Automatic Vehicle Location for Automatic of Transit Stops be received;

That Council approve the contract extension with Consat Canada Inc., through the co-operative RFP-2015-TPI-019 Supply and Install of an Intelligent Transportation System-Automated Vehicle Location Solution issued by Metrolinx; for an additional two (2) years plus one (1) optional year.

Department Head: _____

Financial/Legal/HR/Other: _____

Chief Administrative Officer: _____

Background:

At the Council Meeting of April 19, 2016, Council adopted the following resolution:

PUR2016-023

Karen Buckley, Buyer
Todd Bryant, Manager, Transit/Fleet Services
CAD/AVL Automatic Calling of Transit Stops to meet AODA Legislation

CR2016-357

RESOLVED THAT Report PUR2016-023, **CAD/AVL Automatic Calling of Transit Stops to meet AODA Legislation**, be received;

THAT Consat Canada Inc. of Laval, QC being the highest scoring proponent be selected for the award for the Co-operative RFP-2015-TPI-019 Supply and Install of an Intelligent Transportation System-Automated Vehicle Location Solution issued by Metrolinx in accordance with the executed multi-year governance agreement between the City of Kawartha Lakes and Metrolinx for joint transit procurements under the City's By-Law 2014-210;

THAT additional financing be funded by the Transit Dedicated Gas Tax Reserve in the total upset amount of \$106,000.00;

THAT subject to the approval of this award and receipt of the required documents, the Mayor and Clerk are authorized to execute the contract; and

THAT the Purchasing Division be authorized to issue a purchase order.

CARRIED

This report addresses that direction.

Metrolinx's Master Agreement with Consat Canada Inc. expired April 6, 2021. Through an amendment to the Master Agreement, Metrolinx extended the contract by an additional two (2) years (ending April 6, 2023) plus one optional year.

The City of Kawartha Lakes' purchasing agreement with Consat Canada Inc. is tied to the Master Agreement between Consat Canada Inc. and Metrolinx.

As per the purchasing policy procurements valued at an aggregate value of \$100,000 or greater and encumbering future operating budgets must be approved by Council.

Rationale:

The City was legislated under the *Accessibility for Ontarians Disability Act* to have in place by January 1, 2017 an automatic calling of stops (CAD/AVL) system on all public transit buses. The AODA regulation clearly states "Every conventional transportation service provider shall ensure that there are electronic pre-boarding announcements of the route, direction, destination or next major stop on its transportation vehicles and that that these announcements satisfy the requirements.

In 2014, the City executed a multi-year governance agreement for joint transit procurements facilitated by Metrolinx.

Services provided to Lindsay Transit through the agreement include, but not limited, to the following:

- Call Announcement System (CAS) (to meet AODA compliance), which include Global Positioning System (GPS) units. As the bus travels its assigned route, the GPS relays to the CAS to what bus stop is next.
- Consat Canada Inc. provides not only server hosting for the system and data storage but also maintenance to units and new units when required.
- Several different types of reports:
 - Real time tracking of all conventional bus, passenger reports (passenger counts, loading and unloading with location);
 - Detailed reports that provide the number of times a stop is used during a period of time;
 - Diagnostic reports of the bus (issues with braking, engine, battery);
 - Bus assignment reports (who signed the bus out and on what date);
 - Route checks (report if bus deviated from its route, if bus is on time, deviation due to road closures).

The information generated by the system is used by Lindsay Transit for funding proposes, for example, through the Canadian Urban Transit Association (CUTA) and Ministry of Transportation (MTO).

Other Alternatives Considered:

No other alternatives are being considered as the initial award was based on an open, fair and transparent process run by Metrolinx.

Alignment to Strategic Priorities

For reference the four strategic priorities within the 2020-2023 Kawartha Lakes Strategic Plan are:

Healthy Environment

Utilizing active transportation and build ridership. Further, a comprehensive public transit system provides an alternative to car ownership while reducing greenhouse gas emissions and gives residents opportunities to experience the Kawartha Lakes.

An Exceptional Quality of Life

Affordable public transit assists the general well-being of residents and customers promoting active health, education and employment. Provides convenient accessible transportation options for our residents and assures inclusion for all, reducing transportation and mobility boundaries.

A Vibrant and Growing Economy

A healthy transit system enables commuters to get to work, school and activities that support the growth of our City.

Good Government

We serve our community with pride. We seek to understand and meet the needs of those we serve within our available resources. Lindsay Transit is committed to accessible, timely, knowledgeable, courteous and inclusive transit services.

Financial/Operation Impacts:

The estimated annual cost to the City for server hosting and reporting services is \$24,936.00 (not including HST) not including the cost for purchasing new units or the maintenance of current units. Funds for these services are available in the Lindsay Transit 2021 Operating Budget. The department will ensure that adequate funds are incorporated in to subsequent annual Lindsay Transit operational budgets.

Consultations:

Manager of Fleet and Transit Services

Department Head email: brobinson@kawathalakes.ca

Department Head: Bryan Robinson, Director of Public Works

Department File: 2015-TPI-019

Council Report

Report Number: CS2021-008
Meeting Date: September 21, 2021
Title: Release of Fenelon Falls Powerlinks Funds
Author and Title: LeAnn Donnelly, Executive Assistant, Community Services

Recommendation(s):

That Report CS2021-008, Release of Fenelon Falls Powerlinks Funds, be received; and,

That \$14,739 be released from the Fenelon Falls Powerlinks Reserve Fund to the Fenelon Falls Horticulture Society for waterfront projects; and,

That \$4,000 be released from the Fenelon Falls Powerlinks Reserve Fund to Kawartha Works Community Cooperative Inc. for the supply and installation of a bike repair station; and,

That \$35,000 be released from the Fenelon Falls Powerlinks Reserve Fund to the Powerlinks Committee for the purpose of a structural design of the Fenelon Falls Boardwalk area.

Department Head: _____

Financial/Legal/HR/Other: _____

Chief Administrative Officer: _____

Background:

At a recent Fenelon Falls Powerlinks Committee meeting, the Committee passed the following motion:

Moved by: C. Appleton

Seconded By: S. Barrett

That Council be requested to fund the Fenelon Falls Horticultural Society from the Fenelon Falls Powerlinks Fund for \$14,739.00 for waterfront projects in Fenelon Falls.

Carried

The following projects to take place are outlined below:

- Replacement of decrepit railing on the lower level of the gorge and install new shrubs
- Stone edging around the bell and along the pathway
- Replace day lilies with shrubs around the upper level docking
- Repair the lighting on the sail marker at the waterfront

The Fenelon Falls Powerlinks Committee also passed the following motion at their recent meeting:

Moved by: S. Barrett

Seconded By: B. Rump

That Council be requested to fund the Kawartha Works Community Cooperative Inc. from the Fenelon Falls Powerlinks Fund for up to \$4000.00 for a bike repair station for the Kawartha Community Cooperative Inc.

Carried

This will include the purchase and installation of a bike repair station.

The Fenelon Falls Powerlinks Committee also passed a third resolution as follows:

Moved by: Councillor Elmslie

Seconded By: S. Barrett

That Council be requested to release up to \$35,000 to proceed with the structural design of the Fenelon Falls Boardwalk as per quote submitted by R & J Machinery.

Carried

The scope of services included in the boardwalk project are as follows:

- Structural design of new boardwalk
- Structural input on tree wells, guard rails, ledger connections, and accessibility components
- Provision of full design/engineering on architectural drawings
- Perform site visits and meetings as required

Rationale:

The Fenelon Falls Powerlinks Committee oversees and makes recommendations to Council regarding the use of the Powerlinks Fund to be used for the betterment and enhancement of Parks and Recreation in the village of Fenelon Falls.

The Committee is dedicated to enhancing the Fenelon Falls tourist appeal and visitor attraction by continuing to support projects along the waterfront area. The work proposed by the Fenelon Falls Horticultural Society will repair and replace various items to make the waterfront area safer and more visually appealing.

The Kawartha Works Community Co-op oversees the bikes and rental station on the waterfront by the Fenelon Falls Locks. This very successful program provides bikes for visitors, tourists, and members of the community to explore the waterfront, village, and trails around Fenelon Falls. As the bikes are getting older and with increased usage a bike repair station would be beneficial to maintain the bikes and continue to offer this program to the Community.

As the Powerlinks Committee continues their study of enhancements to the lower and upper gorge areas of Fenelon Falls, a design to determine best use of the boardwalk area is required. This includes a structural design of a new boardwalk approximately 1,200 feet long and 6-8 feet wide. Drawings will include full design/engineering components and will be provided to the Committee for their use.

Other Alternatives Considered:

Council could choose not to allocate Powerlinks Funds for these projects, or could choose to provide funds from another source.

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 Powerlinks Reserve (1.32065) has a balance of \$838,018.90. With the recommendations outlined within this report, if approved the balance remaining will be \$784,225.90 for distribution in further years.

Servicing Implications:

There are no servicing implications as a result of this report.

Consultations:

Fenelon Falls Powerlinks Committee
Treasury

Attachments:

n/a

Department Head email: cshanks@kawarthalakes.ca

Department Head: Craig Shanks, Director of Community Services

Council Report

Report Number:	CS2021-009
Meeting Date:	September 21, 2021
Title:	Durham Region 311 Request
Description:	The City has been asked to review and provide a resolution in support of Durham region moving towards a 311 Exchange for Durham Region residents and their customer services process.
Author and Title:	Craig Shanks, Director of Community Services

Recommendation(s):

That Report CS2021-009, Durham Region 311 Request, be received, and;

That the City of Kawartha Lakes has no objection and will assist Durham Region with the 311 Exchange implementation by re-routing dialed customer services calls originating from the overlap that exists between the City of Kawartha Lakes and the geographical area of the Regional Municipality of Durham, on an understanding that where callers (customers, residents and businesses) of the Region of Durham dial 311 erroneously from within these exchanges, they will be given an option of being transferred to the contact centre of the municipality, town or county in which they reside.

Department Head: _____

Financial/Legal/HR/Other: _____

Chief Administrative Officer: _____

Background:

The Region of Durham has requested that the City of Kawartha Lakes support and provide a resolution, Appendix A, for the implementation of a 311 Exchange in their municipality.

This report addresses that this request.

Rationale:

Durham Region is initiating a 311 Exchange to better respond to resident concerns. For this to happen they require the consent of each neighbouring municipality who shares some Bell exchange areas and has Bell exchange boundaries overlap with actual municipal boundaries. This exists between Durham Region and the City of Kawartha Lakes.

There is no impact on City of Kawartha Lakes services, finances or our residents as a result of this request. Staff have reviewed the request in regards to our technology and fully support the request from Durham Region.

Durham Region has provided what will be their 311 Exchange for our Call Centre staff to re-direct callers to in the event that calls meant for Durham Region are placed within the City of Kawartha Lakes. Likewise, we are providing Durham Region with a specific phone number for their customer service agents to forward to in the event they receive 311 calls related to the Kawartha Lakes.

Other Alternatives Considered:

Council could choose to not provide this support and recommendation, however there is no good reason to proceed that way. There is no cost to the City and it allows us and the Region of Durham to provide good customer services to residents.

Alignment to Strategic Priorities

The recommendation within this report relates to the City's strategic priority within the 2020-2023 Kawartha Lakes Strategic Plan of:

1. Good Government

The Strategic Plan is available on SharePoint at the following link:

[Kawartha Lakes Strategic Plan 2020-2023](#)

Financial/Operation Impacts:

There are no final implications regarding this report and request.

Consultations:

Durham Region
Customer Services Division
IT Division, Corporate Services Department
CAO Office

Attachments:

Appendix A – Durham Region Letter of Request



City of Kawartha
Lakes - Durham Reg

Department Head email: cshanks@kawarthalakes.ca

Department Head: **Craig Shanks**



**The Regional
Municipality of
Durham**

Office of the CAO

605 Rossland Rd. E.
Level 5
PO Box 623
Whitby, ON L1N 6A3
Canada

905-668-7711
1-800-372-1102
Fax: 905-668-5831
durham.ca

Elaine Baxter-Trahair
**Chief Administrative
Officer**

August 11, 2021

Ron Taylor
Chief Administrative Officer
City of Kawartha Lakes
26 Francis Street
Lindsay, ON
K9V 5R8

Dear Mr. Taylor:

**RE: Request for Resolution related to 311 calls using the City
of Kawartha Telephone Exchange**

Purpose:

The Regional Municipality of Durham would like to request a resolution to allow 311 calls made by its customers, residents, and businesses within the City of Kawartha Lakes telephone exchange to be re-routed to the appropriate zone (Durham Region) for a 311 number to be generated by Bell Canada.

Overview:

The Region of Durham is moving forward with the implementation of a 311 service as the primary source of contact for all non-emergency information and service requests including issue reporting, issue status check and other related inquiries.

As advised by Bell Canada, the Bell exchange boundaries are not precisely in-line with the actual municipal boundaries. As shown in the attached map provided by Bell Canada, there is always a common overlap in terms of 311 call routing. This means that callers located between the Bell exchange boundaries for Durham Region and the City of Kawartha Lakes who dial 311 can be erroneously connected to either municipal service centre.

The interim resolution will be for the Service Durham contact centre agent to immediately warm transfer the caller to the appropriate municipality. Conversely, calls erroneously connected to the City of Kawartha Lakes would be warm transferred by the municipality to Durham Region. Also, in accordance with CRTC regulation, call routing arrangements will be negotiated and approved prior to implementation by impacted local municipalities, towns, counties, and cities based on the exchange boundaries.

Therefore, it is recommended that the City of Kawartha Lakes determine and provide a telephone number to re-direct all erroneous calls. Equally, if there are any erroneous calls in the overlap, meant for the Region of Durham, please forward those calls to: **906-668-7711 (toll-free 1-800-372-1102).**

Cost Implication:

There is currently no cost implication for any of the impacted local municipalities, towns, counties, or cities.

Recommendation for Resolution:

That the council of the City of Kawartha Lakes agree that there shall be no objection to the routing of 311 dialed calls originating from the overlap that exists between the City of Kawartha Lakes and the geographical area of the Regional Municipality of Durham, on an understanding that where callers (customers, residents, and businesses) of the Region of Durham dial 311 erroneously from within these exchanges, they will be given an option of being transferred to the contact centre of the municipality, town or county in which they reside.

An approval and sign-off document will be required from every town, county, or municipality to move forward with the Region's 311 Implementation Initiative. We kindly request a response by October 1, 2021.

Sincerely,

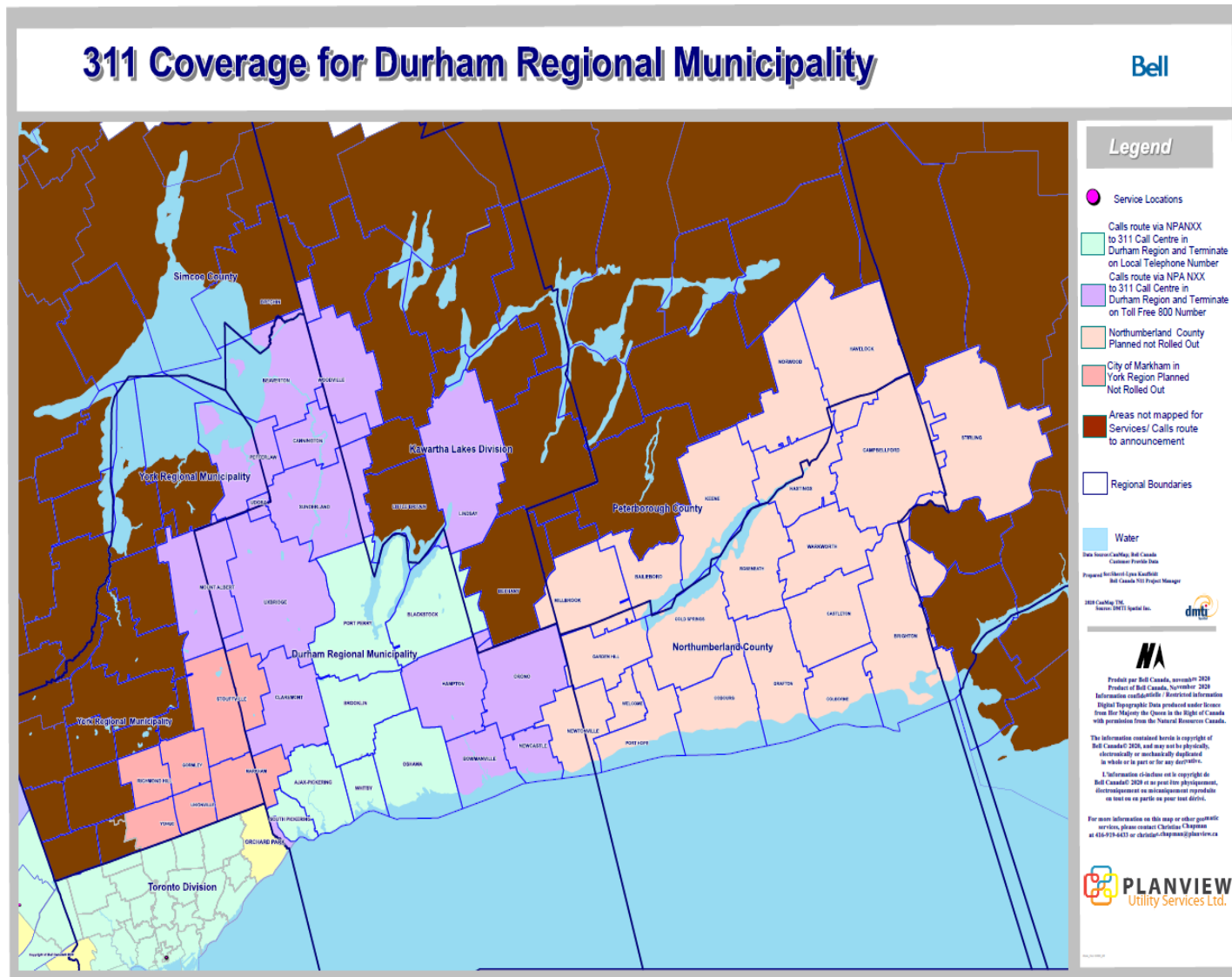
A handwritten signature in black ink, appearing to read 'Elaine Baxter-Trahair', with a long horizontal flourish extending to the right.

Elaine Baxter-Trahair

Chief Administrative Officer

See Appendix 1: Bell Exchange Boundary Area Map for 311 Coverage for the Region of Durham.

Appendix 1 - Bell Exchange Boundary Area Map for 311 Coverage for the Region of Durham



If you require this information in an accessible format, please contact 1-800-372-1102 ext. 2103.

Council Report

Report Number: CA2021-005

Meeting Date: September 21, 2021

Title: **Early-Start Approval for Certain Proposed 2022 Capital Projects**

Description: This report recommends that Council provide early-start approval for certain proposed 2022 capital projects for which timely initiation and procurement are considered essential.

Author and Title: Adam Found, Manager of Corporate Assets

Recommendation(s):

That Report CA2021-005, **Early-Start Approval for Certain Proposed 2022 Capital Projects**, be received; and

That the proposed capital projects identified in Tables 1-2 of Report CA2021-005 be approved and included in the applicable forthcoming 2022 capital budgets.

Department Head: _____

Financial/Legal/HR/Other: _____

Chief Administrative Officer: _____

Background:

As part of the budget preparation process, staff has identified certain proposed 2022 capital projects for which early-start approval is considered essential. These projects are outlined in Tables 1-2 below, wherein estimated capital costs and associated financing are indicated.

Table 1: Downtown Lindsay Reconstruction - Phase 4 of 4						
Road Section	Estimated Cost (\$)	Financing (\$)				Total
		Roads		Water-Wastewater		
		DC Reserve	Federal Gas Tax Reserve	Water Reserve	Sewage Reserve	
William St. - Russell St. to Peel St.	2,637,000	162,500	1,462,500	476,000	536,000	2,637,000
York St. / Peel St. - Russell St. to William St.	2,042,000	131,300	1,181,700	326,000	403,000	2,042,000
Total	4,679,000	293,800	2,644,200	802,000	939,000	4,679,000

Table 2: Other Proposed 2022 Capital Projects Requiring Early-Start Approval						
Project	Estimated Cost (\$)	Financing (\$)				Total
		Capital Reserve	DC Reserve	Public Works Fleet Reserve	ICIP Grant	
Replace Salem Rd. Culvert (ID# 300053)	400,000	400,000				400,000
Replace and Acquire Buses (4)	800,000		200,000		600,000	800,000
Replace Single-Axle Plow Trucks (1)	270,000			270,000		270,000
Replace Tandem-Axle Plow Trucks (6)	1,950,000			1,950,000		1,950,000
Remount Ambulances (2)	400,000	400,000				400,000
Replace Lindsay Recreation Complex Ice Pads	3,000,000	3,000,000				3,000,000
Total	6,820,000	3,800,000	200,000	2,220,000	600,000	6,820,000

This report requests that Council provide early-start approval for the capital projects outlined in Tables 1-2.

Rationale:

Just as with the previous phases of Downtown Lindsay Reconstruction, Phase 4, the final phase, will benefit greatly from early-start approval. It is imperative that Phase 4 of the project, as outlined in Table 1, be tendered in the fall of 2021 in order to realize expected cost savings and project management efficiencies (e.g. more competitive pricing) and to minimize disruption for downtown merchants. Indeed, recent experience has demonstrated the advantages of timely initiation and procurement of downtown reconstruction projects. Staff considers the realization of the foregoing benefits to be essential, and has planned and budgeted accordingly.

Early-start approval for the proposed 2022 capital projects outlined in Table 2 is also considered essential for the reasons now outlined.

Replace Salem Rd. Culvert (ID# 300053): This culvert is quite large and at end of life, and it requires design in advance of construction. Early-start approval will enable

Engineering and Corporate Assets to accommodate that project sequencing and minimize the probability of failure of the culvert.

Replace and Acquire Buses (4), Replace Single-Axle Plow Trucks (1) and Replace Tandem-Axle Plow Trucks (6): These projects are for the replacement of three buses, acquisition of one bus for route expansion, replacement of one single-axle plow truck and replacement of six tandem-axle plow trucks. For these particular types of fleet equipment, the COVID-19 pandemic has resulted extensive delays with production and shipping. Indeed, suppliers of fleet equipment are generally refusing to commit to firm delivery dates. As such, early-start approval will enable Public Works to order fleet equipment as early as possible to minimize undue delays and risks to service.

Remount Ambulances (2): The remounting of ambulances requires specialized chasses to be ordered well in advance of production, a requirement that has become all the more essential due to ongoing supply chain challenges associated with the COVID-19 pandemic. Early-start approval will enable Paramedic Service to provide chasses suppliers adequate lead time, thus avoiding undue delay to project completion and risk of disruption to the service.

Replace Lindsay Recreation Complex Ice Pads: Major capital work on ice pads must occur between winter seasons to avoid undue disruption of arena service. Timely replacement of two ice pads in the face of ongoing supply chain uncertainty associated with the COVID-19 pandemic is expected to be unusually challenging. To ensure arena service at the Lindsay Recreation Complex is not disrupted for the 2022-2023 winter season, the procurement process for the replacement of the ice pads should begin in the fall of 2021.

Other Alternatives Considered:

The obvious alternative to the recommendation of staff is for Council to defer approval of the capital projects outlined in Tables 1-2 to regular capital budget deliberations, which are presently scheduled for November 30, 2021. Staff strongly advises against this option for the reasons previously noted, namely that it would unnecessarily result in undue delays and risks, increased costs and foregone project management synergies.

Alignment to Strategic Priorities:

The recommendations of this report support responsible financial and asset management, and hence align with the strategic priority of "Good Government" identified in the City's 2020-2023 Strategic Plan.

Financial/Operation Impacts:

Without early-start approval, the capital projects outlined in Tables 1-2 can be expected to incur cost increases in the range of 10%-20% and or be unduly delayed, thus adversely impacting the City's finances, risk exposure and or service levels.

Consultations:

Senior Management Team

City Treasurer

Department Head email: jrojas@kawarthalakes.ca

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

Council Report

Report Number:	ENG2021-020
Meeting Date:	September 21, 2021
Title:	Fenelon Falls Bridge Update and Funding Consideration
Description:	Capital Project Scope Change
Author and Title:	Corby Purdy, Manager, Infrastructure, Design and Construction

Recommendation(s):

That Report ENG2021-020, **Fenelon Falls Bridge Update and Funding Consideration**, be received;

That the Design and Schedule C Environmental Assessment for the construction of the Fenelon Falls Bridge be added to the 2021 Capital Budget;

That Council authorize the single source to DM Wills, for the Design and Schedule C Environmental Assessment for the Fenelon Falls Bridge for the total amount of \$495,000.00 not including HST;

That Council approve \$495,000.00 to be funded from the Capital Contingency Reserve (1.32248).

Department Head: _____

Financial/Legal/HR/Other: _____

Chief Administrative Officer: _____

Background:

Request for Quotation 2020-60-CQ Engineering Services for the Rehabilitation of the Lindsay Street Bridge in Fenelon Falls was released and advertised in accordance with the purchasing policy.

D.M. Wills was awarded the assignment for a total quoted price of \$88,880.00 not including H.S.T.

In the course of initial inspections and preliminary design work D.M. Wills identified a potential serious structural issue with the design and rehabilitation of the structure. As a result, a temporary support system was recommended to ensure stability of the bridge. Emergency funding was secured through report ENG2021-003 and constructed in January/February 2021, see Appendix A.

With the temporary solution in place it is recommended that CKL modify the scope of the assignment to undertake a Schedule C Municipal Class Environmental Assessment and detailed design for the replacement of this structure. See Appendix B.

Rationale:

D.M. Wills has completed background investigation, preliminary design preparation work, established agency project contacts, and conducted initial studies. All design work completed to date can be utilized and built on moving forward.

Other Alternatives Considered:

N/A

Alignment to Strategic Priorities

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

- Goal 1 – A Vibrant and Growing Economy

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

Financial/Operation Impacts:

Additional funds in the amount of \$495,000 are required.

It is recommended that this project be funded from the Capital Contingency Reserve (1.32248). There are sufficient funds in the uncommitted portion of the Capital Contingency Reserve to fund this project.

Servicing Implications:

N/A

Consultations:

D.M. Wills and Associates

Treasurer

Attachments:

Appendix A – ENG2021-003 – Temporary Support for Fenelon Falls Bridge



ENG2021-003 -
Temporary Support for

Appendix B – DM Wills Proposal



DM Wills
Proposal.pdf

Department Head email: jrojas@kawarthalakes.ca

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

Committee of the Whole Report

Report Number: ENG2021-003
Meeting Date: January 12, 2021
Title: Temporary Support for Fenelon Falls Bridge
Description: Emergency Works
Author and Title: Martin Sadowski, Senior Engineering Technician

Recommendation(s):

That Report ENG2021-003, **Temporary Support for Fenelon Falls Bridge**, be received; and

That Council authorizes the required funds in the amount of \$349,934 be funded from the uncommitted portion of the capital contingency reserve. (1.32248); and

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

Department Head: _____

Financial/Legal/HR/Other: _____

Chief Administrative Officer: _____

Background:

On September 3rd, 2020, submissions for quotation number 2020-62-CQ – Engineering Services for Lindsay Street Bridge in Fenelon Falls (rehabilitation design for the bridge) were received. The project was awarded to D.M. Wills and Associates. The first task completed under the assignment was a bridge condition survey. This survey revealed that the expansion joint detail on the Fenelon Falls bridge is prone to failure. In addition to the type of joint on this bridge, further investigation revealed that the concrete and reinforcing steel in the joints are in very poor condition.

Rationale:

D.M. Wills and Associates recommended that the situation needs to be addressed immediately by reinforcing the 2 existing joints to eliminate the risk of failure and ensure structural safety until a full rehabilitation of the structure is complete.

The objective of the work is to install a structural steel frame (Support) under the bridge at each expansion joint. This work will be completed behind cofferdams (between the piers) and ideally in dry conditions. The Supports are required to ensure ongoing safety and load capacity of the bridge, and will be permanent (until further bridge rehabilitation/replacement can be undertaken).

A design and scope of work was created and a Request for Quotation was sent out to 4 reputable bridge contractors.

Bids for the Temporary Supports for Fenelon Falls Bridge closed at 11:00AM, December 17, 2020.

There were two (2) qualified bids received:

Clearwater Structures	\$264,356.00 plus HST
Landform Civil Infrastructures	\$270,100.00 plus HST

After reviewing the submissions, it was recommended that Clearwater Structures be awarded the work. A Purchase Order has been created and issued to Clearwater Structures.

Clearwater is planning and mobilizing in order to execute the work in a timely manner.

The Engineering, Contract Administration and Inspection for this emergency work will be completed by D.M. Wills and Associates. D.M. Wills and Associates currently have an open Purchase Order 907501 OC for the Design for Rehabilitation of the Fenelon Falls Bridge. A Change Order will be completed for this Purchase Order to include D.M. Wills fees for this emergency work at a cost of \$48,880.00.

Construction is expected to commence late January/early February and is expected to take three to four weeks to complete. Little to no impact to traffic is expected.

Other Alternatives Considered:

N/A

Alignment to Strategic Priorities

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

- Goal 1 – A Vibrant and Growing Economy

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

Financial/Operation Impacts:

Capital Project Number	Project Budget	Purchase Amount (excl. HST)	Other Committed Funds	Engineering, CA and Inspection	Cont. 10%	HST Payable	Total Amount	Project Balance
TBD	\$0.00	\$264,356	\$4,210	\$48,880	\$26,435	\$6,053	\$349,934	(\$349,934)
Total	\$0.00	\$264,356	\$4,210	\$48,880	\$26,435	\$6,053	\$349,934	(\$349,934)

Funding will come from the uncommitted portion of the capital contingency reserve (1.32248).

Servicing Implications:

N/A

Consultations:

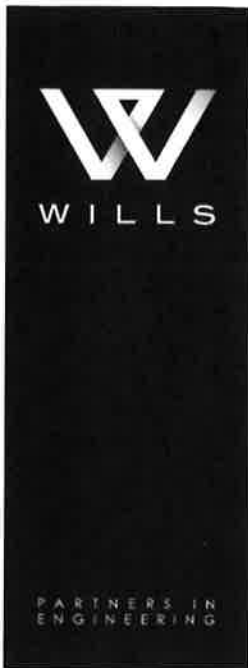
D.M. Wills and Associates
CKL Purchasing Department

Attachments:

N/A

Department Head email: jrojas@kawarhalakes.ca

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



June 5, 2021

City of Kawartha Lakes
Infrastructure Design and Construction
26 Francis Street
Lindsay, Ontario
K9V 5R8

Attention: Martin Sadowski, Sr. Engineering Technician

**Re: Proposal for Additional Engineering Services Including
Environmental Assessment and Design for the
Replacement of the Lindsay Street Bridge in Fenelon Falls
D.M. Wills Project No. 20-9266**

D.M. Wills Associates (Wills) was previously awarded an assignment by the City of Kawartha Lakes (City) under 2020-60-CQ for the rehabilitation of the existing Lindsay Street Bridge. In the course of our detailed investigations and preliminary design work, Wills identified a potentially serious structural issue with the design / condition of the structure. As a result, Wills recommended pivoting the work on that project to a 'temporary support' system, in order to ensure stability of the bridge. This construction was performed January-February, 2021 as emergency works by Clearwater Structures Inc. under Wills' supervision.

With the temporary support in place, it is recommended that the City now undertake a Schedule "C" Municipal Class Environmental Assessment (MCEA) and detailed design for the replacement of this structure. It is further recommended that the MCEA be completed in 2021, with detailed design and permitting in 2022, and construction in 2023/24.

Class Environmental Assessment

Per the 'Second Crossing' MCEA recommendations as of November, 2020, widening of the existing Lindsay Street crossing is not recommended. However, it notes that pedestrian connections require improvements, including the possible relocation of these facilities to the east side of the structure.

With this in mind, we believe the replacement of this structure would classify as a Schedule 'C' project under the 2015 amendments to the MCEA:

30. *Reconstruction of a water crossing where the reconstructed facility will not be for the same purpose, use, capacity and at the same location. (Capacity refers to either hydraulic or road capacity but does not include alterations to include or remove facilities for cycling, pedestrians or to support utilities.)*



Given that the roadway width and hydraulic capacity would likely be impacted by the proposed replacement, and the anticipated cost will exceed \$2.7M, we believe this more extensive level of EA is required.

Further the Heritage value of the bridge must be assessed under the MCEA provisions, as such a Cultural Heritage Evaluation Report, Heritage Impact Assessment and Stage 1 Archaeological Assessment are included in the Work Plan.

While a separate undertaking from the 'Second Crossing' MCEA, we will engage the same Key Stakeholders as well as complete new Public and Agency Consultation for the new MCEA. Key Stakeholders for the bridge include Parks Canada, Orillia Power and local Fenelon Falls businesses and residents. We anticipate five (5) points of public participation and contact; including Notice of Commencement, PIC#1, PIC#2, City Council Meeting and Notice of Completion. We will work with City staff to establish a detailed schedule upon approval to proceed.

The MCEA undertaking will also include field and desktop evaluations of environmental factors including fisheries, species at risk, etc. as may be required to document existing conditions and construction mitigations measures. Of importance is the role that these background studies will allow for Agency approvals moving through design and construction.

The Schedule "C" MCEA is scheduled to be completed in 2021. The proposed bridge replacement strategy and configuration (General Arrangement) will be documented in the Environmental Study Report (ESR) in accordance with the MCEA process. The ESR will include final bridge General Arrangement and Cost Estimate, as well as all coordination and mitigation measures required for successful design and construction. The final ESR will be first approved by City Council and then posted for the mandatory 30-day public review period.

Preliminary & Detailed Design

The goal of the design for this replacement structure would be to provide a new, safe, maintainable structure with a 75-year design life to replace the existing structure. Alignment and roadway configuration would generally be maintained as-is, with improvements for pedestrian traffic included and other recommendations from the 'Second Crossing' EA prevised for as future improvements, i.e. approach intersection works.

It should be noted that this is a complicated site with respect to the presence of other infrastructure. This includes Parks Canada lands, a hydro generating station at the north end (Orillia Power), watermain and sanitary forcemain supports, intersections at both ends of the structure, and several adjacent businesses.

We have allowed for a Geotechnical Investigation during the Class EA process that will allow for proper selection and evaluation of bridging options; however due to staging concerns, it is generally understood that the new bridge will be constructed half-at-a-time to ensure that a single lane of traffic is always maintained. The existing bridge has a centreline construction joint in the deck which should allow for staged demolition of the deck and make way for the new bridge construction.

It is anticipated that the west side (south bound traffic lane) of the existing bridge will remain in service during Stage 1 construction as this side currently carries pedestrian traffic. With a sidewalk added to the east side (north bound traffic lane) during Stage 1 construction, the east side will have available pedestrian facilities when staging is flipped. Two-way traffic will be maintained at all times by using traffic signals and alternating vehicular traffic.

Aspects of heritage may be implemented during detailed design in conjunction with the Heritage Impact Assessment report, but this will likely be limited to railings and other aesthetic features, as the original bridge construction is very common and does not warrant protection. Enhanced pedestrian facilities with mid-bridge lookouts, decorative street lights, etc. will be included in the detailed design.

The most critical aspects of detailed design will be maintenance of traffic, in-water timing restrictions, coordination with Parks Canada and Orillia Power, and understanding of geotechnical (foundation) conditions. We intended to gain full understanding of these items throughout completion of the MCEA and detailed design, so that the final design and contract can fully disclose, address and mitigate all issues.

Key Project Team Members

All work will be overseen by David Bonsall, P. Eng., Manager, Structural Engineering. The original bridge engineering team from the initial retainer assignment submission remains unchanged, with the exception that Ghassan Zanzoul, P.Eng. has been replaced with Babar Karamat, P.Eng., Senior Structural Engineer. Babar has over sixteen years' experience specializing in transportation structures. During the course of his career, he has prepared preliminary and detail designs of simple and continuous span steel and prestressed concrete bridges, culverts, retaining walls and other civil structures. He has worked on rehabilitation projects involving concrete repairs and structural strengthening using FRP composites. Babar's CV is attached.

No other CV's are attached to this submission, as the Bridge Engineering Team members remain the same as noted in our Prequalification 2014-103-RFPQ documents. This is the same team that has successfully completed many bridge projects for the City in recent years.

Golder Associates Inc. (Golder) is also included on the project team to provide their input on the replacement structure foundation requirements. Wills regularly works with Golder on large scale MTO projects and we believe their expertise will be critical to the success of the project. Golder will carry out a field investigation and borehole program to inform a formal Foundation Investigation and Design Report for Wills' use in designing the replacement structure and as information to the Contractor during design of their requirements (dewatering, protection systems, etc.).

It is important to note that the scope of work included within is for the Preliminary Geotechnical Investigation and Foundation Design. We have also received recent geotechnical reports from Parks Canada to assist with scoping our work and enhancing the understanding of the site. That being said, a more detailed and comprehensive geotechnical investigation and design report will be required during detailed design to reflect the final bridge configuration and footing/abutment locations.

Project Schedule

Upon notice to proceed by the City, Wills is committed to having tender-ready documents by late 2022 for construction in the 2023-2024 seasons. A sizable amount of preliminary design coordination will be required with all the interested parties, including Parks Canada, Orillia Power, Kawartha Conservation Authority, Hydro One, Bell Canada, and the City. This work will take place in 2021 and 2022 to ensure that all coordination items are fully addressed within the tender documents ready for end of 2022.

We are confident in our ability to coordinate all required relocations or other works and obtain all necessary approvals in advance of tendering.

Wills has committed adequate resources and experienced staffing to the project to ensure that this deadline is achieved. As Director and Manager, Structural Engineering at Wills, Mr. Bonsall has authority to allocate additional resources to this project, if necessary, to ensure deadlines are met.

Fee Estimate

Wills is committed to the successful delivery of this project and our ability to coordinate meetings locally is a distinct advantage. The key agency for this project (Parks Canada) is located in Peterborough and we have established good working relationship with their team.

We are also committed to working with the City to reduce MCEA and design costs to the fullest extent possible without compromising the quality and outcome of the MCEA and design. The goal is for the most complete and fully coordinated tender documents and construction.



Given the nature of this project and the many current unknowns, we present this Fee Estimate as an Upset Limit and will only invoice the City for actual incurred time and expenses. Sub-Consultant invoices will be marked up by 5% to account for coordination and administrative costs.

Our Upset Fee is established as follows:

Schedule "C" Class EA & Preliminary Design	\$ 230,000
Geotechnical Investigation and Report	\$ 60,000
Cultural Heritage and Archaeological Assessments	\$ 25,000
Environmental Screening, Field Work and Reporting	\$ 30,000
Public Consultation (incl. First Nation Consultation)	\$ 15,000
Environmental Study Report preparation	\$ 30,000
Preliminary Design (Bridge, Traffic & Hydraulic Eng.)	\$ 50,000
Project Management	\$ 20,000

Detail Design & Tender Preparation	\$ 220,000
---	-------------------

Est. 4% of \$5.5M Construction Cost; incl. Geotechnical, Electrical

Total Upset Limit Fees for Class EA, Preliminary & Detail Design, and Tendering is \$ 450,000.

This represents 8.2% of Est. Construction Cost and should be considered good value to the City given the complexity of this project. Again, the Fee(s) will be respected as an Upset Limit and invoicing will be limited to actual time incurred. We will provide "By Person" summary with each invoice for tracking.

Thank you for the opportunity to provide this brief proposal and work plan. We are prepared to begin work on this assignment immediately and shall help to ensure that the work is completed on time and on budget.

Should you have any questions, please do not hesitate to contact the undersigned.

Yours very truly,

David Bonsall, P. Eng.
Manager, Structural Engineering

Council Report

Report Number: ENG2021-021
Meeting Date: September 21, 2021
Title: Request for Speed Reduction – Pigeon Lake Road
Description: Request for Speed Reduction
Author and Title: Joseph Kelly, Senior Engineering Technician

Recommendation(s):

Report ENG2021-021 **Request for Speed Reduction – Pigeon Lake Road** be received; and

That the speed limit of KL 17 (Pigeon Lake Road) from 300m south of the south intersection with Purdue Road to 200m north of the north intersection with Purdue Road be reduced to 60 km/hr;

That the speed limit of KL 17 (Pigeon Lake Road) from 250m north of Old Surrey Lane to the existing 60 km/hr zone at Falls Bay Road be reduced to 60 km/hr;

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 February 23, 2021, Council adopted the following resolution:

CW2021-043

That the Memorandum from Councillor Ashmore, **regarding Speed Reduction of Pigeon Lake Road from 1899 Pigeon Lake Road to Perdue Road North**, be received;

That staff conduct a traffic study into the reduction of speed on the section from 1899 Pigeon Lake Road to Perdue Road North;

That staff report back by Q3 2021; and

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

At the Council Meeting of August 10, 2021, Council adopted the following resolution:

CR2021-376

That the memorandum from Councillor Ashmore, **Speed Reduction Pigeon Lake Road from Victoria Place South to Falls Bay Road**, be received;

That staff look into the reduction of speed on this section of Pigeon Lake Road;

That Engineering staff consider the additional safety issues associated with two significant road curvatures on Pigeon Lake Road between Victoria Place South and Falls Bay Road; and

That staff report back by Q4, 2021 with a recommendation to improve the safety of the section of road from Falls Bay Road to Victoria Place south entrance.

This report addresses those directions. The Clerk's Office received an e-mail from a resident in opposition of the directions (Appendix A).

A petition was submitted supporting the speed reduction at Victoria Place.

Purdue to Purdue:

Pigeon Lake Road (KL Rd 17) from Purdue St, south intersection to Purdue St, north intersection, is built-up with residential lots. Some of the lots have dwellings on one side of the road with water access on the other side of the road. A map can be seen in Appendix B.

Victoria Place:

Staff has created a new collision database which is more accurate and comprehensive than collision data available in past investigations regarding the two curves on Pigeon Lake Road at the entrances of Victoria Place. The new data showed an elevated collision rate for this curve. A map can be seen in Appendix C.

Rationale:

The hazard of having a built-up waterfront area on an arterial 80 km/hr road and the hazard of elevated collision rates on a curve can be alleviated by reducing the posted speed limit.

As a result of the justification review carried out by staff, it is recommended that the speed limit of KL Road 17 (Pigeon Lake Road) from 300m south of the south intersection with Purdue Road to 200m north of the north intersection with Purdue Road and from 250m north of Old Surrey Lane to the existing 60 km/hr zone at Fell's Bay Road be reduced to 60 km/hr

Other Alternatives Considered:

Reconstructing the curve with a turn lane and ensuring appropriate super elevations is an alternative option. However, it would not address any speeding issues and is not an immediate 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:

Attachments:

Appendix A – E-mail to Clerk's Office in Opposition



ENG2021-021
Appendix A.pdf

Appendix B – Pigeon Lake Road – Purdue Road Key Map



Adobe Acrobat
Document

Appendix C – Pigeon Lake Road – Victoria Place Key Map



Adobe Acrobat
Document

Department Head email: irojas@city.kawarthalakes.on.ca

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

Department File: Engineering

-----Original Message-----

From: noreply@kawarthalakes.ca <noreply@kawarthalakes.ca> On Behalf Of [REDACTED]

Sent: Saturday, August 21, 2021 1:34 PM

To: Clerks <clerks@kawarthalakes.ca>

Subject: Lowering the speed on Pigeon lake rd.

The SPEED posted in Fine right now. Ron Ashmore needs to stick his nose elsewhere. He has caused much frustration for having the speed lowered on King's Wharf rd. West of Sturgeon heights rd. by saying a little girl was killed and Mennonites travel on it. It's a shame someone was killed. It happens in ALL roads no matter the speed. As for Mennonites, is Ashmore going to ask the all of Pigeon lake rd. be slowed down because of them as was stated when he asked for King's Wharf rd. to be slowed down. All it takes is for people to drive smarter not slower.

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

This email was sent to you by [REDACTED] through
<https://www.kawarthalakes.ca>.

KL Road 17 (Pigeon Lake Road)
Speed Reduction Request



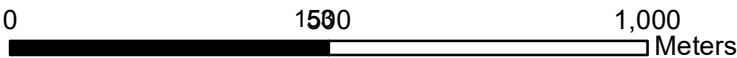
Speed Zone

— Proposed 60 Zone

Map produced by the City of Kawartha Lakes Engineering Department with data obtained under license. Reproduction without permission is prohibited.

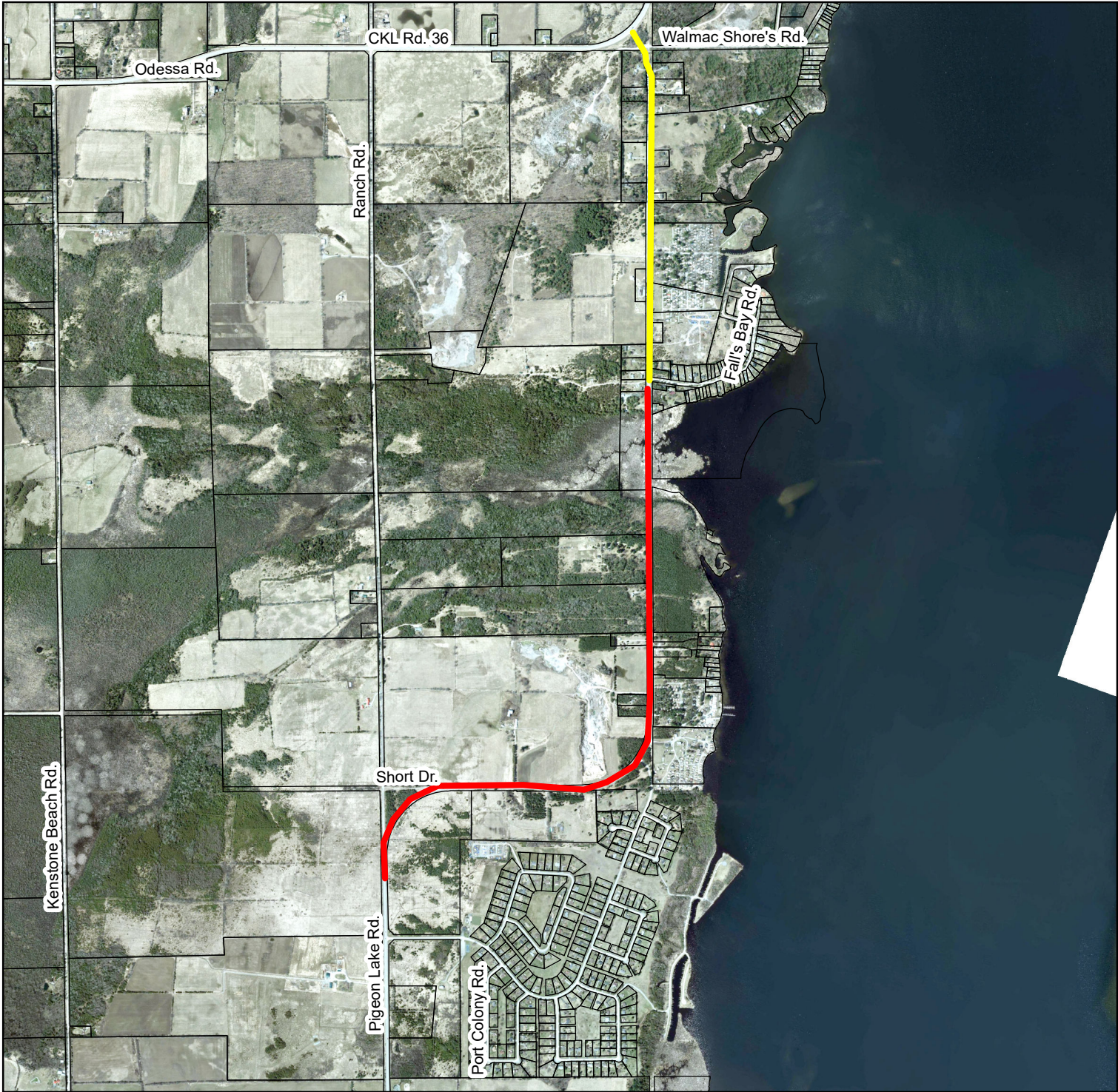
The foregoing information is given for convenience only and it should be clearly understood that you must satisfy yourself as to whether the premises and the existing or proposed use thereof are, or would be, in conformity with all applicable by-laws and regulations of the municipality.

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.



Projection: Transverse Mercator
Coordinate System: NAD83, Zone 17

KL Road 17 (Pigeon Lake Road)
Speed Reduction Request



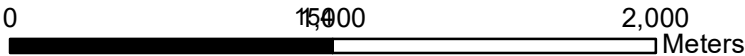
Speed Zone

- Existing 60 Zone
- Proposed 60 Extension

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Projection: Transverse Mercator
Coordinate System: NAD83, Zone 17

Council Report

Report Number: ENG2021-022
Meeting Date: September 21, 2021
Title: Request for All-way Stop – Victoria Avenue North,
Wellington Street, Lindsay
Description: Request for Traffic Control
Author and Title: Joseph Kelly, Senior Engineering Technician

Recommendation(s):

Report **ENG2021-022 Request for All-way Stop – Victoria Avenue North, Wellington Street, Lindsay** be received;

THAT an all-way stop be installed at the intersection of Victoria Avenue North and Wellington Street;

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

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

Department Head: _____

Financial/Legal/HR/Other: _____

Chief Administrative Officer: _____

Background:

At the Council Meeting of July 28 ,2020, Council adopted the following resolution:

CR2020-205

That the Memorandum from Councillor Dunn, regarding **traffic Control at Wellington Street and Victoria Avenue, Lindsay**, be received; and

That Staff be directed to conduct a Traffic Control study at the intersection of Wellington Street and Victoria Avenue, Lindsay, and report their findings to Council by the end of Q2, 2021.

This report addresses that direction. The memorandum can be seen in Appendix A.

Victoria Avenue North is an above average volume collector road. Wellington Street is classified as a local road, however volumes indicate that drivers are using this street as a collector, getting from the bridge on Wellington/Lindsay Streets to Adelaide Street. A map of the intersection can be seen in Appendix B.

Staff performed a traffic turning movement count (Appendix C) for an all-way stop warrant (Appendix D) to determine if installing an all-way stop is an appropriate action.

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 (Arterial/Collector)

The OTM suggests that an All-way stop control may be considered on major roads where conditions are met for both of the following:

- a) Total hourly vehicular volume on all approaches to exceed 500 for each hour of an eight-hour period; and
- b) Combined vehicle and pedestrian volume for minor street to average 200 units per hour for an eight-hour period; and
- c) Average delay for vehicles entering the intersection over eight hours is 30 seconds or more
- d) Volume split does not exceed 70/30

As a result of the traffic turning movement count, it was found that total hourly vehicular volume on all approaches for the average hour was 420.

The volume split over an eight-hour period was 2054/1304 (61/39). This meets the criteria.

The only condition met is the volume split condition. Therefore, the All-way Stop Minimum Volume Warrant (Arterial/Collector Roads) is not met.

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 3 collisions per year over the latest three years of available collision data. Therefore, the All-way Stop Collision Warrant is not met.

Engineering Judgement

It should be noted that the warrant is over 80% met for all criteria. The intersection is so close to meeting the restrictive warrant, it would be using good engineering judgment to review if any environmental or geometric conditions exist that would increase collision potential.

Victoria Avenue North consists of two wide lanes of traffic divided by a wide curbed median. As seen in the relatively recent Victoria Avenue North/Orchard Park Road decision to install an all-way stop, the layout of the intersection can create difficulty in making a sound decision when entering the intersection from the minor street. Tracking and judging approaching vehicles while stopped on Wellington is problematic due to the median and trees. Therefore, it is using good engineering judgment to recommend an all-way stop at this intersection

As a result of the justification review carried out by staff, it is recommended that an All-way stop be installed at the intersection of Victoria Ave North and Wellington Street.

Other Alternatives Considered:

N/A

Alignment to Strategic Priorities

Providing life safety and protection, is a priority objective of the City under the Council Adopted Strategic Plan Goal of An Exceptional Quality of Life.

Financial/Operation Impacts:

Cost of installing new signs and painting stop bar

Consultations:

N/A

Attachments:

Appendix A – Council Memorandum



Adobe Acrobat
Document

Appendix B – Key Map



Adobe Acrobat
Document

Appendix C – Turning Movement Count Results



Adobe Acrobat
Document

Appendix D – All-way Stop Warrant Summary



Adobe Acrobat
Document

Department Head email: jrojas@city.kawarthalakes.on.ca

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

Department File: Engineering and Corporate Assets



Council Memorandum

Date: July 28th, 2020

To: Council

From: Councillor Dunn

Re: Traffic Control at Wellington Street and Victoria Avenue

Recommendation

That the Memorandum from Councillor Dunn, regarding **traffic Control at Wellington Street and Victoria Avenue**, be received; and

That Staff be directed to conduct a Traffic Control study at the intersection of Wellington Street and Victoria Avenue and report their findings to Council by the end of Q2, 2021.

Rationale

With the growth of the town of Lindsay, and recent development in the BIA, traffic flow has changed. Vehicles coming into town from the east (going west), they continue westbound on Wellington and either turn North or South on Victoria Avenue. With this change in traffic patterns it would be beneficial to conduct a Traffic Control study at this busy intersection to aid with vehicular congestion and pedestrian safety.



Victoria Avenue North - Wellington Street

All-way Stop Request - Lindsay



Existing Stop Control

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0

1625

50

Meters



Projection: Transverse Mercator
Coordinate System: NAD83, Zone 17

Wellington St and Victoria St

Traffic Turning Movement Count

From 8:14 Date 21/06/29
To 16:00:00
Intersection Wellington St and Victoria St

North Leg Total:	1899
North Entering:	1001
Peds Crossing:	21

Cyclists	0	5	0	5
Trucks	0	29	6	35
Cars	12	865	84	961
Totals	12	899	90	1001

Cyclists	4
Trucks	82
Cars	812
Totals	898

East Leg Total:	1600
East Entering:	957
Peds Crossing:	33

Cyclists	Trucks	Cars	Totals
7	22	629	658



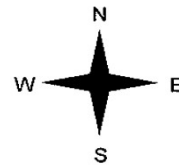
Cyclists	Trucks	Cars	Total
0	1	9	10
7	17	280	304
0	1	34	35
7	19	323	349



Peds Crossing:	37
West Entering:	349
West Leg Total:	1007

Cyclists	7	Cars	32	731	233	996
Trucks	42	Trucks	2	42	14	58
Cars	1119	Cyclists	0	4	2	6
Totals	1168	Totals	34	777	249	1060

Victoria St N



Cars	Trucks	Cyclists	Total
72	39	0	111
585	20	7	612
220	12	2	234
877	71	9	957



Wellington St



Cyclists	Trucks	Cars	Totals
9	37	597	643

Peds Crossing:	26
South Entering:	1060
South Leg Total:	2228



City of Kawartha Lakes
All Way Stop Warrant

Location: Victoria Wellington

Warrant	Description	Arterial/ Collector	Local	Actual Count	Meets Warrant?
Minimum Vehicle Volume	A. 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*	Avg 420 per hour	No
	B. Combined vehicle and pedestrian volume for minor street to average 200 units per hour for eight hour period.	200	N/A	Avg 172 per hour	No
	C. Average delay for vehicles entering intersection over eight hours.	30 seconds	N/A	<30 sec	No
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 *	2054/1304	Yes
Accident Criteria	A. Average reported accidents (susceptible to relief through multi-stop control) per year for a three year period.	4	4	9/3 years (Avg 3 per year)	No
	B. Adequate trail of less restrictive remedies has failed to reduce accident frequency.				No
Interim Measure	All way stops may be used as an interim measure where traffic signals are warranted.				No
Sight Distance	All way stops may be used where the minimum sight distance is not achieved.				No
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.				No
Recommendation:					

*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

Report Number: ENG2021-023
Meeting Date: September 21, 2021
Title: Request for By-law to Support Existing Speed Signage – Balsam Lake Drive
Description: Request for Speed Posting
Author and Title: Joseph Kelly, Senior Engineering Technician

Recommendation(s):

Report ENG2021-023 **Request for By-law to Support Existing Speed Signage – Balsam Lake Drive** be received; and

That the speed limit of Balsam Lake Drive from KL Road 48 to Parkside Road be posted at 50km/hr;

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:

Road Operations received a request to post more speed signs on Balsam Lake Drive. After consulting with Engineering staff it was found that the current 50 km/hr signs on the road are deficient under the Ontario Traffic Manual (OTM) in the number of signs and the spacing of signs. It was also found that the current speed zone is not enforceable under the Highway Traffic Act due to not being passed as a by-law. This is considered a historical speed zone which was created in the past by simply installing the signs. A map can be seen in Appendix A.

Rationale:

Road Operations staff wish to bring the sign spacing into compliance with the OTM while making the speed zone enforceable. It is generally accepted that removing a non-enforceable historical speed zone may bring more public harm than legalizing the signs through a by-law. Without further study or comment, Engineering Staff recommends passing a by-law for the current limits of the historical 50 km/hr zone on Balsam Lake Drive.

As a result of the justification review carried out by staff, it is recommended that speed limit of Balsam Lake Drive from KL Road 48 to Parkside Drive be posted at 50km/hr.

Other Alternatives Considered:

Removing the signs and performing speed limit warrants on the road to determine an appropriate speed limit was considered. However, passing a by-law for the current signed limit as-is is a more appropriate action due to the establishment of the historical speed zone, and the fact there is no public demand to change the zone, just to add signage.

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 from roads operating budget.

Consultations:

Supervisor of Roads Operations – Coboconk Depot

Attachments:

Appendix A – Key Map



Adobe Acrobat
Document

Department Head email: jrojas@city.kawarthalakes.on.ca

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

Department File: Engineering

Balsam Lake Drive
Speed Posting Request



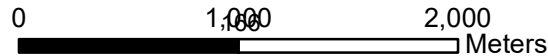
Speed Zone

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 Proposed 50 bylaw to support existing signs



Projection: Transverse Mercator
Coordinate System: NAD83, Zone 17

Council Report

Report Number: ENG2021-024
Meeting Date: September 21, 2021
Title: Request for Speed Reduction – Glenarm Rd
Description: Request for Speed Reduction
Author and Title: Joseph Kelly, Senior Engineering Technician

Recommendation(s):

Report ENG2021-024 **Request for Speed Reduction – Glenarm Rd** be received;
and

That the speed limit of Glenarm Road (KL Road 8) from 250m west of Fenel Road to 250m East of Fenel Road be reduced to 50km/hr;

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:

Staff has received numerous complaints regarding the general safety at the intersection of Glenarm Road (KL Rd 8) and Fenel Road (KL Rd 35) in the geographic hamlet of Glenarm. In addition, By-law Enforcement and Public Works staff have inquired about possible parking hazards related to a newly established retail and food business. These hazards are exacerbated by current road speeds.

The geographic hamlet of Glenarm is bisected by Glenarm Rd (KL Rd 8) and Fenel Road (KL Rd 35). Glenarm Road is a high volume arterial road with a speed limit of 80 km/hr. Fenel Road experiences medium volumes north of Glenarm Road and low volumes south of Glenarm Road with a speed limit of 50km/hr to the end of the hamlet. A map can be seen in Appendix A.

Fenel Road is more built-up in the hamlet, but now that a busy commercial business fronts onto Glenarm Road, it is appropriate to consider the Glenarm Road section as part of the hamlet built-up area.

Rationale:

Since Glenarm Road in the geographic hamlet of Glenarm is now considered built-up, a 50km/hr speed limit should be applied. The minimum recommended length of a 50 km/hr speed zone is 500m.

As a result of the justification review carried out by staff, it is recommended that speed limit of Glenarm Road (KL Road 8) from 250m west of Fenel Road to 250m East of Fenel Road be reduced to 50km/hr.

Other Alternatives Considered:

Turning lanes on Glenarm Road for safer access to Fenel Road is an alternative consideration, however there are construction and land acquisition components that makes this a less immediate alternative over the speed reduction.

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 from roads operating budget.

Consultations:

Manager of Municipal Law Enforcement

Supervisor of Roads Operations – Fenelon Depot

Attachments:

Appendix A – Key Map



Adobe Acrobat
Document

Department Head email: jrojas@city.kawarthalakes.on.ca

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

Department File: Engineering

KL Road 8 (Glenarm Road)
Speed Reduction Request



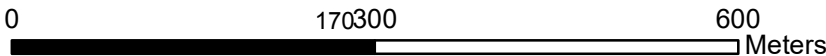
Speed Zone

- Existing 60 Zone
- Proposed 60 Zone (Currently 80)

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Projection: Transverse Mercator
Coordinate System: NAD83, Zone 17

Council Report

Report Number: ENG2021-026
Meeting Date: September 21, 2021
Title: Request for New Pedestrian Pathway Bobcaygeon
Description: Request for new sidewalk/pathway
Author and Title: Michael Farquhar, Manager of Technical Services

Recommendation(s):

Report **ENG2021-026 Request for New Pedestrian Pathway Bobcaygeon** 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:

CW2020-160

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

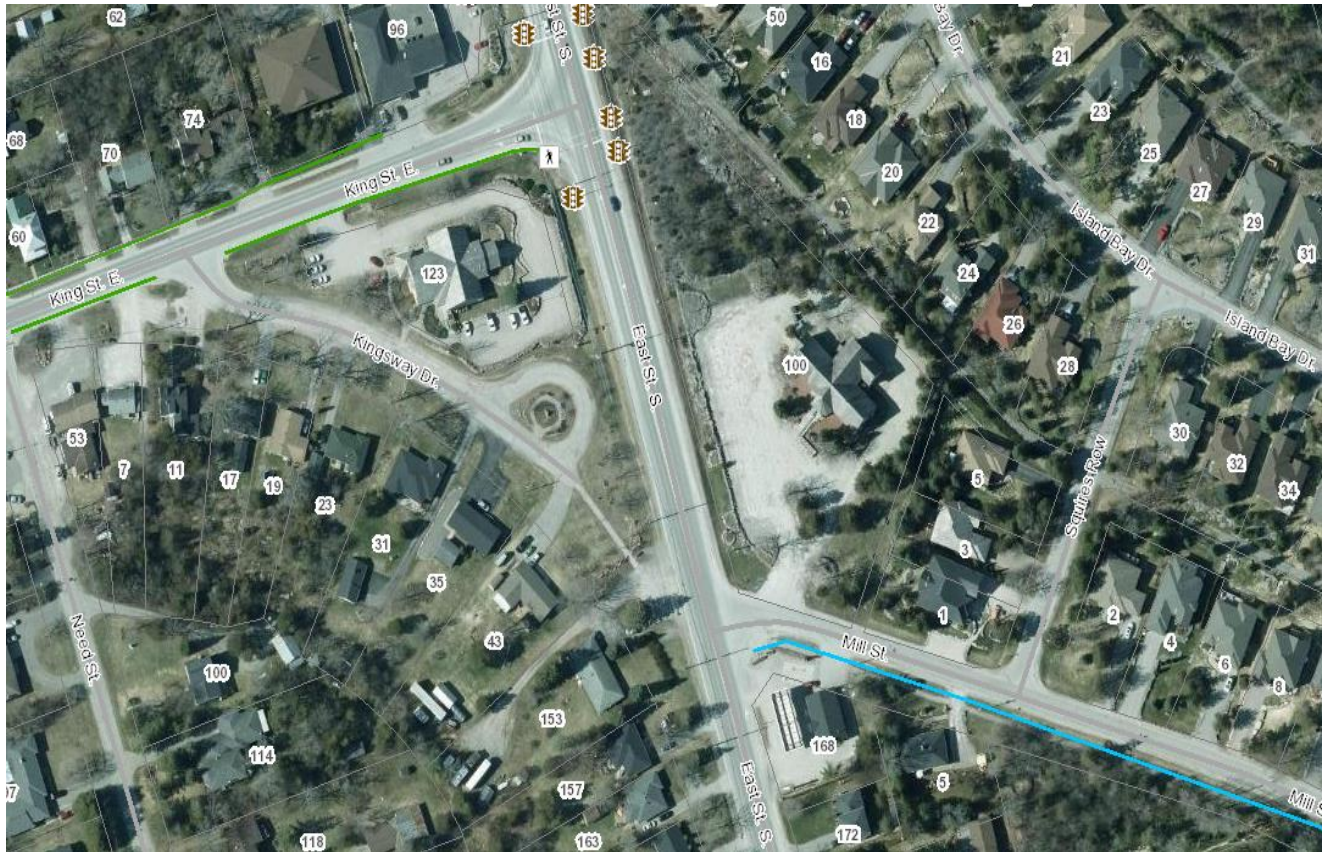
That the matter be referred to Staff for review and report back to Council by end of Q2 2021.

This report is in response to the above Council resolution and petition submitted at the November 3, 2020 Committee of the Whole.

Mill St. is classified under the City of Kawartha Lakes Transportation Master plan as a local road as well as within the Bobcaygeon secondary plan (currently appealed). Mill St is a semi-urban cross section road with constructed ditches and no sidewalks, with the exception of an asphalt pathway that extends from CKL 36 on the south side of Mill St to the Edgewood condominiums. Mill St is part of the Port 32 subdivision plan that began development in Bobcaygeon in the 1980's. Within the subdivision area of Port 32 the development design standards of the time did not include sidewalks. Instead a system of rear yard paths allowed for pedestrian movement as well as a corridor for utility servicing. There are no current connections for this pathway to CKL 36. Within the City's Transportation Master Plan, the intersection of Mill St and CKL 36 was identified for the need to construct traffic lights in the long term as traffic volumes are projected to increase.

CKL 36 is classified under the City of Kawartha Lakes Transportation Master Plan as an arterial road. CKL 36 was originally a Kings Highway which was constructed as a by-pass through Bobcaygeon by the Ministry of Transportation and was later downloaded to the former County of Victoria in the late 1990's. There is currently only a sidewalk section on the west side of the intersection of CKL 36 and King St at the traffic lights. This was installed at the time of the King St reconstruction which extended sidewalk from Kingsway Dr. to CKL 36. There are no other sidewalks on this section of CKL 36. In 2011 the section of CKL 36 from Mill St to Duke was resurfaced and as part of that work the shoulder was also paved to the intersection of CKL 36 and King St from Mill St to allow for a walking connection to the traffic lights.

Image 1: Air photo of CKL 36 and Mill St showing sidewalk sections and traffic intersection.



Rationale:

As outlined in the November 3, 2020 Committee of the Whole deputation by residents of the Port 32 subdivision, residents are utilizing the intersection of Mill St and CKL 36 to cross rather than walk to the traffic light controlled intersection of CKL 36 and King St. There is a current rear yard pathway that is behind the homes on Island Bay Drive but does not connect to CKL 36 (as mentioned early in the report) that was built as part of the Port 32 Subdivision to act as a utility corridor (owned by the City) and now has become a walking path. As stated in the November 3, 2020 deputation to the Committee of the Whole, one of these paths extends from Squires Lane (which intersects Mill St) to CKL 36. The proposal would be to connect the utility corridor /pathway to CKL 36 by extending it over private property being the north tip of 100 East St. to CKL 36 (shown in Image 2). The extension at this location would be the logical location due the proximity to the traffic lights as well as the terrain being better to accommodate an installation.

Image 2: Air photo of CKL 36 and Mill St showing existing utility corridor (in red) and proposed pathway connection (in green)



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Option 1: Status quo

Council could consider not making the connection of the sidewalk installed through to the existing utility corridor pathway and continue to allow the pedestrians to utilize the existing paved shoulder on the east side of CKL 36 from Mill St to the intersection of CKL 36 and King St in order to cross CKL 36 to go west.

Option 2: Extension of existing sidewalk on Commerce Road to Commerce Place

Option 2 would be to wait until such time as traffic volumes warrant an installation of a full set of traffic lights and concrete crosswalk at the intersection of Mill St and CKL 36. This would allow for the protected crossing of pedestrians at this intersection to the west side of CKL 36 where there is an existing asphalt pathway that takes pedestrians back to Kingsway Drive. This project was identified in the City's long term plans through its transportation master plan which could be as far out as 2030 based on projected development and traffic volume increases at the time. It was estimated in the TMP to cost approximately \$225,000.

Option 3: Extension of existing sidewalk on Commerce Road to Kent Street.

Option 3 would be the extension of the existing gravel surface utility corridor pathway from CKL 36 over 100 East St for an approximate distance of 32 meters to connect back with the rear yard utility pathway behind the homes fronting on Island Bay Road. In reviewing the cost estimates provided in the deputation, which was in total \$11,000 that included appraisal costs, survey costs and pathway construction costs in 2020 dollars, it was necessary to adjust this total to reflect cost in 2021. The estimated project cost would be approximately \$17,000 to construct the pathway and allow for survey and land appraisal. This estimate does not allow for any land acquisition costs which may be required. The existing pathway is not currently maintained in the winter, and this estimate does not include any future maintenance cost involved with maintaining this proposed pathway (i.e. winter plowing).

If Council chooses Option 3 , Council could consider the following language as a draft resolution for consideration in the 2021 Capital and Operating budgets.

That staff bring forward option 3 within report ENG2021-026, in the amount of \$17,000 as a project within the sidewalk program of the 2021 Capital budget for consideration; and

That staff concurrently bring forward in the 2021 operating budget inclusion for summer and winter maintenance of the proposed walkway path from CKL 36 to Squires Drive for consideration

Other Alternatives Considered:

Option 3 does not allow for the acquisition of land required to install the pathway and would be required prior to installation. This would be done through the City's Realty Services Division and would require direction from Council to do so, as well as budget. Also, if Council chooses to proceed with Option 3 then it should take into consideration any effects to the operational budget to maintain this pathway once opened for pedestrian usage

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 new connecting pathway and operational cost to maintain yearly as well as land acquisition. Currently the existing utility corridor pathway is not maintained.

The appropriate capital program for implementation of option 3 would be the 2021 sidewalk program.

Consultations:

N/A

Attachments:

Appendix A – November 3, 2020 Committee of the Whole deputation



November 3, 2020
Committee of the W

Department Head email: jandrojas@city.kawarthalakes.on.ca

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

Department File: Engineering and Corporate Assets



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: *

Richard Fedy

Address: *

17 Huntingwood Cres.

City/Town/Village:

Bobcaygeon

Province: *

Ontario

Postal Code:

K0M 1A0

Telephone: *

[REDACTED]

Email: *

[REDACTED]

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

Deputant One:

Richard Fedy

Deputant Two:

John Bush

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

Bobcaygeon needs a safer alternative to the current pedestrian crossing of CR 36 at Mill Street. This busy intersection usually requires a long wait, often a quick sprint (and frequently both).

The Bobcaygeon Active Transportation Plan, endorsed by City Council, identified a safer alternative... utilizing the pathway beginning at Squires Row and proceeding behind the Bobcaygeon Medical Building (see attached exhibit). Most of this pathway runs along the City's utility corridor. A smaller portion would need to cross both private property of the Medical Building and City property that leads to the traffic lights at CR 36 and King Street.

Lorne Newton, owner of the Medical Building property, is willing to consider a tax receipt for the fair market value of land (donated free of charge to the City) in order to facilitate this safer pedestrian crossing.

W&G Landscaping & Construction, a City preferred contractor, estimates the cost to complete the path at \$8,000 (including grading, stone and culvert).

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? *

- . Agreement in principle to provide a tax receipt to the owner of the Bobcaygeon Medical Centre for the fair market value of land donated to the City (for purposes of completing a walking/cycling path from Squires Row to the traffic lights at CR 36 and King Street).
- . Consideration for the inclusion of \$11,000 in the 2021 City budget to complete the donation of land (no cost), property survey (\$1,500), property appraisal (\$1,500) and path construction (\$8,000).
- . Periodic snow removal (perhaps when it's also required along the nearby Mill Street pathway/sidewalk).

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:

Richard Fedy

Date:

10/22/2020



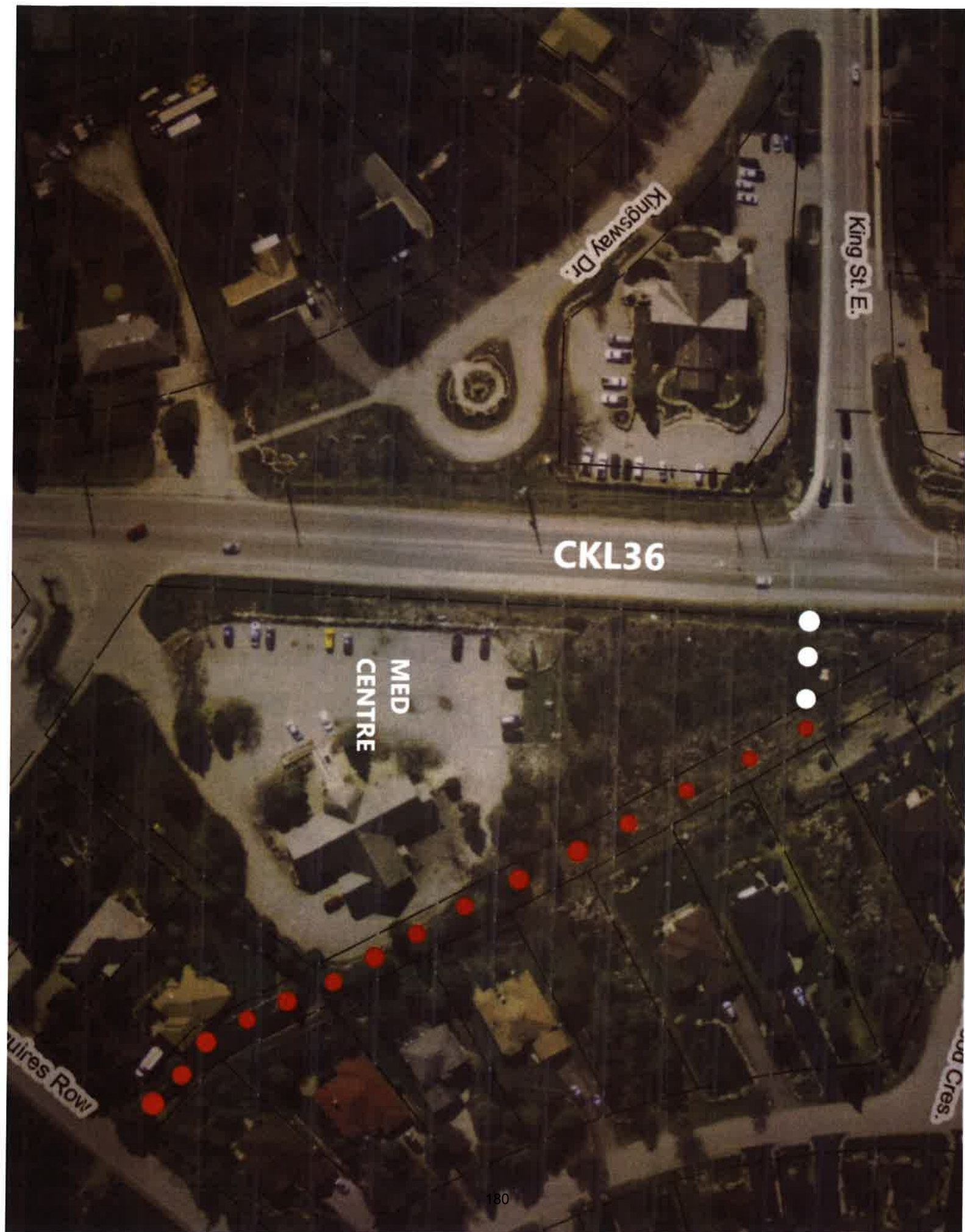
The personal information is being collected by the City of Kawartha Lakes for the principal purpose of a request to make a deputation to Committee or Council pursuant to the City's procedural by-law. This information, including all attachments submitted may be circulated to members of Council, staff,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

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

☒ Yes

☐ No

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



Council Report

Report Number: EMS 2021-003
Meeting Date: September 21, 2021
Title: 2022 Response Time Performance Plan
Description: Response Time Performance Plan
Author and Title: Sara Johnston, Deputy Chief Professional Standards

Recommendation(s):

That Report EMS2021-003, **2022 Response Time Performance Plan**, be received;
and

That staff be authorized to submit the 2022 RTPP to the Ministry, including the following response targets for 2022:

CTAS level	Target elapsed time from paramedic notified until on scene (min.)	Target percentage to achieve response time target
Sudden Cardiac Arrest	6	25
CTAS 1	8	50
CTAS 2	10	60
CTAS 3	20	75
CTAS 4	25	75
CTAS 5	30	75

Department Head: _____

Financial/Legal/HR/Other: _____

Chief Administrative Officer: _____

Background:

The purpose of this report is to provide City Council with analysis and recommendation for the approval of the Land Ambulance Service Response Time Performance Plan (RTPP) for 2022 as mandated by the Ambulance Act.

Rationale:

Part VIII of Ontario Regulation 257/00 made under the Ambulance Act, mandated a change to the ambulance response time standards that came into effect January 1, 2013. Contrary to the earlier standard which was based on local ambulance service performance, the legislation requires annual approved RTPP for sudden cardiac arrest (SCA) and Canadian Triage Acuity Scale (CTAS) 1, 2, 3, 4, and 5 patients requiring emergency response.

CTAS is an international medical triage standard utilized by hospitals, ambulance communication centers, and paramedics to identify how urgently a patient requires medical care.

Specifically, in providing performance plans and reports to the Ministry, each municipality must report on:

- The percentage of times that SCA patients received assistance from a person equipped to provide defibrillation (i.e. paramedic, fire, police, or other first responder) **within six minutes from the notification of a call by an ambulance communication center.**
- The percentage of times that an ambulance crew has arrived on-scene to provide ambulance services to SCA patients or other patients categorized as CTAS 1 **within eight minutes of the time the call is received respecting such services.**
- The percentage of times that a paramedic arrived at the location of a patient determined to be CTAS 2, 3, 4, or 5 within a period of time **determined appropriate by the municipality.**

All municipal RTPPs are posted on the Ministry of Health and Long Term Care public website (www.health.gov.on.ca/enq/shipubliciproqramiehs/land/responsetime.html) and are to be accompanied by performance results from the previous year.

Municipalities may adjust individual performance plans at will, subject to timely notification of the Ministry. Annually, and no later than October 1st, municipalities are required to approve their RTPP for the upcoming calendar year and submit the plan to the Ministry by October 31st.

The number one priority of Kawartha Lakes Paramedic Service (KLPS) is to provide the best possible prehospital clinical care to the residents and visitors of Kawartha Lakes and to do so in the most effective and efficient method possible. In order to achieve this, KLPS administration continually analyses paramedic service call volumes, response times and patient outcomes.

With respect to the RTPP, KLPS prioritizes the response time data in relation to the targets set out within the plan. A summary of this data is provided in Figure 1 below. Based on a review of performance targets and achievements, KLPS Administration has attempted to maintain the response time targets set out within the plan while implementing several deployment adjustments over the past several years in an effort to consistently meet those targets. These deployment strategies include:

- Allocating existing ambulance staffing to the Lindsay west side ambulance post, and through mobile deployment
- Enhanced northern 24/7 coverage of Coboconk
- Enhanced southern coverage seasonally in Pontypool

The result of these deployment strategies, as demonstrated in Figure 1 below, have assisted in response time performance despite increasing call volume and other system pressures. However, our ability to meet the standard set forth by the Ministry of Health for high acuity calls; SCA and CTAS 1 patients has been steadily decreasing, with response times to CTAS 1 patients this year projected to not achieve the target set in the previously approved RTPP. While the Ministry of Health mandates a response within 8 minutes for CTAS 1, the municipality is responsible to set the target percentage; 50% in 2020. As of the beginning of September 2021, KLPS is below that target responding to CTAS 1 patients within 8 minutes approximately 48% of the time. We recommend maintaining the 50% target while continuously monitoring department performance and reviewing deployment options to improve performance.

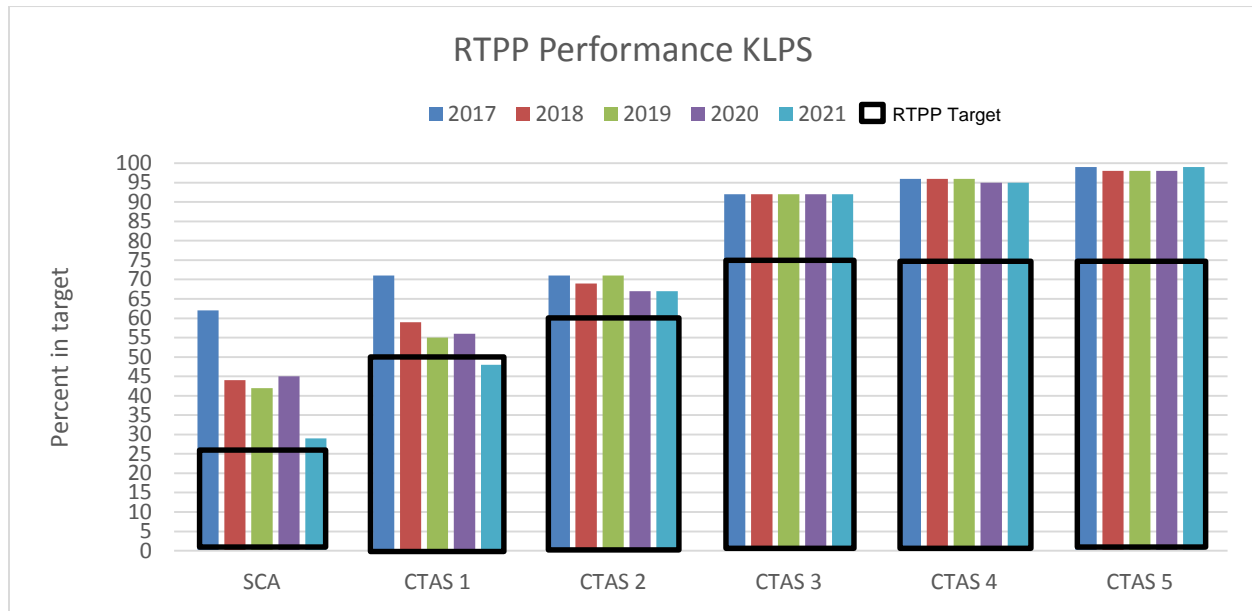


Figure 1: (RTPP data for KLPS January 1, 2017 to September 6, 2021)

In summary, KLPS remains committed to continual analysis of performance and seeks system improvement opportunities. Current operating conditions and trends suggest that the proposed response time targets are reasonable, pending further review of the deployment plan. Therefore, administration recommends maintaining the response time targets as set out and previously endorsed by City Council and the submission of the 2022 RTPP.

Other Alternatives Considered:

No other alternatives considered, as this annual reporting is a mandated requirement by the Ministry of Health.

Alignment to Strategic Priorities

Through establishing and monitoring response targets, we are better able to understand and meet the needs of those we serve within our available resources. With the increasing demands and 911 system pressures, there is a need to support innovative strategies and community partnerships to ensure community safety and wellness.

Department Head email: rmellow@kawarthalakes.ca

Department Head: Randy Mellow, Chief

Council Report

Report Number:	PLAN2021-044
Meeting Date:	September 21, 2021
Title:	Removal of Holding (H) Provision – Deer Run Golf Course
Description:	An application to amend the Township of Ops Zoning By-law 93-30 to Remove the Holding (H) symbol and permit the expansion of the existing tourist camp at 35 Brook Street, Ops (BATL Management Inc.)
Author and Title:	Ian Walker, Planning Officer – Large Developments

Recommendations:

That Report PLAN2021-044, **Part of Lots 9 & 10, Concession 2, Geographic Township of Ops, BATL Management Inc. – Application D06-2021-018**, be received;

That the Zoning By-Law Amendment respecting application D06-2021-018 identified as 35 Brook Street, City of Kawartha Lakes, as generally outlined in Appendix 'C' to Report PLAN2021-044, 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.

(Acting) Department Head: _____

Financial/Legal/HR/Other: _____

Chief Administrative Officer: _____

Background:

This application was received on June 2, 2021 and deemed to be a complete application. This application proposes to remove the Holding (H) symbol from the 'Tourist Commercial Exception Two Holding [CT-2(H)] Zone' on Schedule 'A' of the Township of Ops Zoning By-law 93-30, which regulates development and use of 35 Brook Street. The removal of the Holding (H) symbol would permit the eventual establishment of up to 102 camp sites in total in accordance with the permitted uses and development standards of the 'CT-2' zone. The Phase 1 development will result in 24 new units.

Owner:	BATL Management Inc. c/o Pina and Mario Santocroce
Agent:	T.D. Consulting Inc. c/o Tom deBoer
Legal Description:	Part of Lots 9 & 10, Concession 2, Geographic Township of Ops
Official Plan:	'Tourist Commercial' and 'Environmental Protection' on Schedule 'A-3' of the City of Kawartha Lakes Official Plan
Zoning:	'Tourist Commercial Exception Two Holding [CT-2(H)] Zone' and 'Hazard Land (HL) Zone' on Schedule 'A' of the Township of Ops Zoning By-law 93-30
Lot Area:	44.8 ha. [105.0 ac. – MPAC], of which 3.16 ha. are used for the tourist camp development
Site Servicing:	Private communal well and septic systems, which includes approvals from the Ministry of the Environment, Conservation and Parks (MECP) in the form of an Environmental Compliance Approval (ECA) for on-site sewage systems with capacity greater than 10,000 Litres per day (L/day)
Existing Uses:	The property is currently developed with a 12-hole golf course, driving range, a 26 site tourist camp, and ancillary uses including a clubhouse and restaurant
Adjacent Uses:	North: Mariposa Brook; Agricultural Uses East: Mariposa Brook Provincially Significant Wetland (PSW); Mariposa Creek Resort tourist camp South: Vacant Land; Mariposa Brook PSW; Driveway for Mariposa Creek Resort tourist camp West: Elm Tree Road; Vacant Land; Rural Residential Uses

Rationale:

The subject land is currently developed with a 12-hole golf course, a golf driving range, a clubhouse with ancillary restaurant, and 26 trailer sites. The property fronts on Elm Tree Road, and is bounded by Mariposa Creek on the north. The property was previously zoned 'Tourist Commercial Exception Two (CT-2) Zone' in the Township of Ops Zoning By-law 93-30. On June 18, 2019, Council approved By-law 2019-098 to amend the zoning to the 'Tourist Commercial Exception Two – Holding [CT-2(H)] Zone' which amended the development standards for the tourist camp use. The Holding (H) symbol was placed to ensure that the following criteria was met:

- The applicant has entered into a Site Plan Agreement with the City, and that the Agreement has been registered on title.

This requirement has now been addressed, and it is now appropriate to remove the (H) Holding provision.

The owner has applied to have the Holding (H) provision removed to allow for the construction and servicing of the first 24 new camping sites (Phase 1) in accordance with the 'CT-2' zone provisions. The development of this property is subject to the owner entering into a site plan agreement with the City; and that agreement being registered on title. As part of the zoning, there is a requirement for an annual minimum sixty (60) consecutive day shutdown, the timing of which is to be implemented in the registered amending site plan agreement. Site plan approval is nearing completion with construction expected to begin shortly, and the registration of the amending agreement occurring imminently. 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, 2019 and including Amendment 1, 2020 (Growth Plan) and is consistent with the Provincial Policy Statement, 2020 (PPS).

Official Plan Conformity:

The property is designated 'Tourist Commercial' and 'Environmental Protection' on Schedule 'A-3) of the City of Kawartha Lakes Official Plan. All works are within the 'Tourist Commercial' designation. The proposed development conforms to the applicable policies of the designation.

Zoning By-law Compliance:

The property being considered by this application is zoned 'Tourist Commercial Exception Two Holding [CT-2(H)] Zone', which permits a maximum of 102 tourist camp sites, subject to site specific development standards. Any proposed use of the property would need to conform to the appropriate zoning provisions. The applicant has submitted a rezoning application for removal of the Holding (H) provision to implement

the proposed Phase 1 development. The Phase 2 development to permit the remaining additional camp sites will be subject to an amending site plan agreement process, prior to construction. As such, the Holding (H) provision is no longer required for any future phased development of the site.

Other Alternatives Considered:

No other alternatives have been taken into consideration.

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

This application aligns with the 'Vibrant and Growing Economy' priority by enhancing tourism and increasing the number of visitors in Kawartha Lakes.

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 Ontario Land Tribunal (the 'Tribunal'). In the event of an appeal, there would be costs, some of which may be recovered from the applicant.

Servicing Implications:

There are no servicing considerations for the City, as there is a requirement for a minimum 60-day shutdown period, and the on-site sewage system is under the jurisdiction of the Ministry of the Environment, Conservation and Parks (MECP).

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.

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 Ian Walker, Planning Officer – Large Developments, (705) 324-9411 extension 1368.

Appendix A – Location Map



PLAN2021-044
Appendix A.pdf

Appendix B – Proposed Site Plan



PLAN2021-044
Appendix B.pdf

Appendix C – Draft Zoning By-law

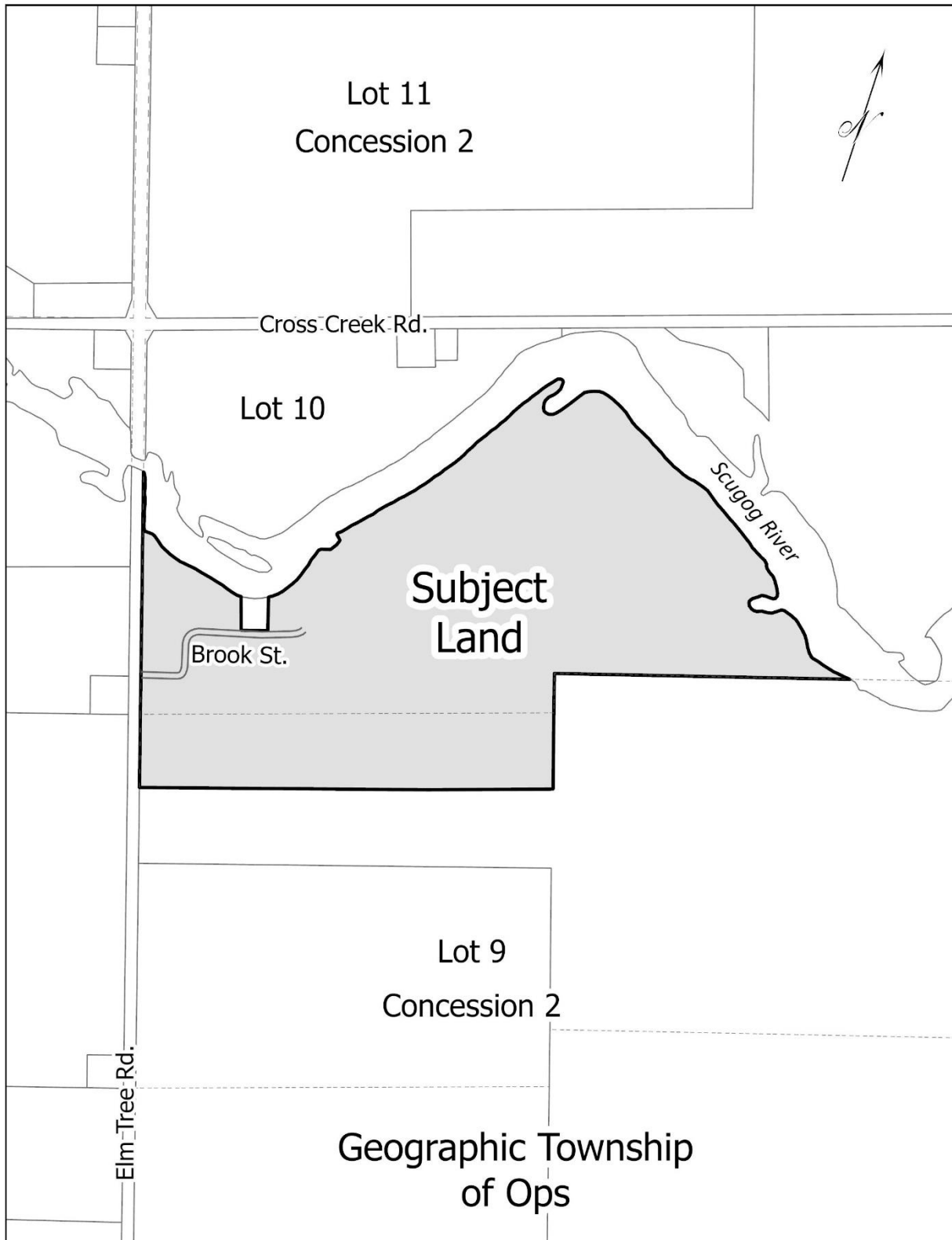


PLAN2021-044
Appendix C.pdf

(Acting) Department Head email: rholy@kawarthalakes.ca

(Acting) Department Head: Richard Holy

Department File: D06-2021-018



The Corporation of the City of Kawartha Lakes

to

Report PLAN2021-044**By-Law 2021 -**File No: D06-2021-018

**A By-law to Amend the Township of Ops Zoning By-law No. 93-30 to
Remove The Holding Symbol (H) From A Zone Category On Property
Within The City Of Kawartha Lakes**

[File D06-2021-018, Report PLAN2021-044, respecting Part of Lots 9 & 10, Concession 2, Geographic Township of Ops, identified as 35 Brook Street – BATL Management Inc.]

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. 2019-098, 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 Tourist Commercial Exception Two – Holding [CT-2(H)] Zone.
4. The conditions imposed by Council and shown in By-law 2019-098 have been complied with.
5. Council deems it appropriate to remove the Holding (H) symbol.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2021-__.

Section 1:00 Zoning Details

- 1.01 **Property Affected:** The Property affected by this By-law is described as Part of Lots 9 & 10, Concession 2, Geographic Township of Ops, City of Kawartha Lakes.
- 1.02 **Schedule Amendment:** Schedule 'A' to By-law No. 93-30 of the Township of Ops is further amended to remove the Holding (H) symbol from the 'Tourist Commercial Exception Two – Holding [CT-2(H)] Zone' for the land referred to as 'CT-2', as shown on Schedule 'A' attached to this By-law.

Section 2:00 General Terms

- 2.01 **Effective Date:** This By-law shall come into force and take effect on the date it is finally passed, subject to the provisions of 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.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

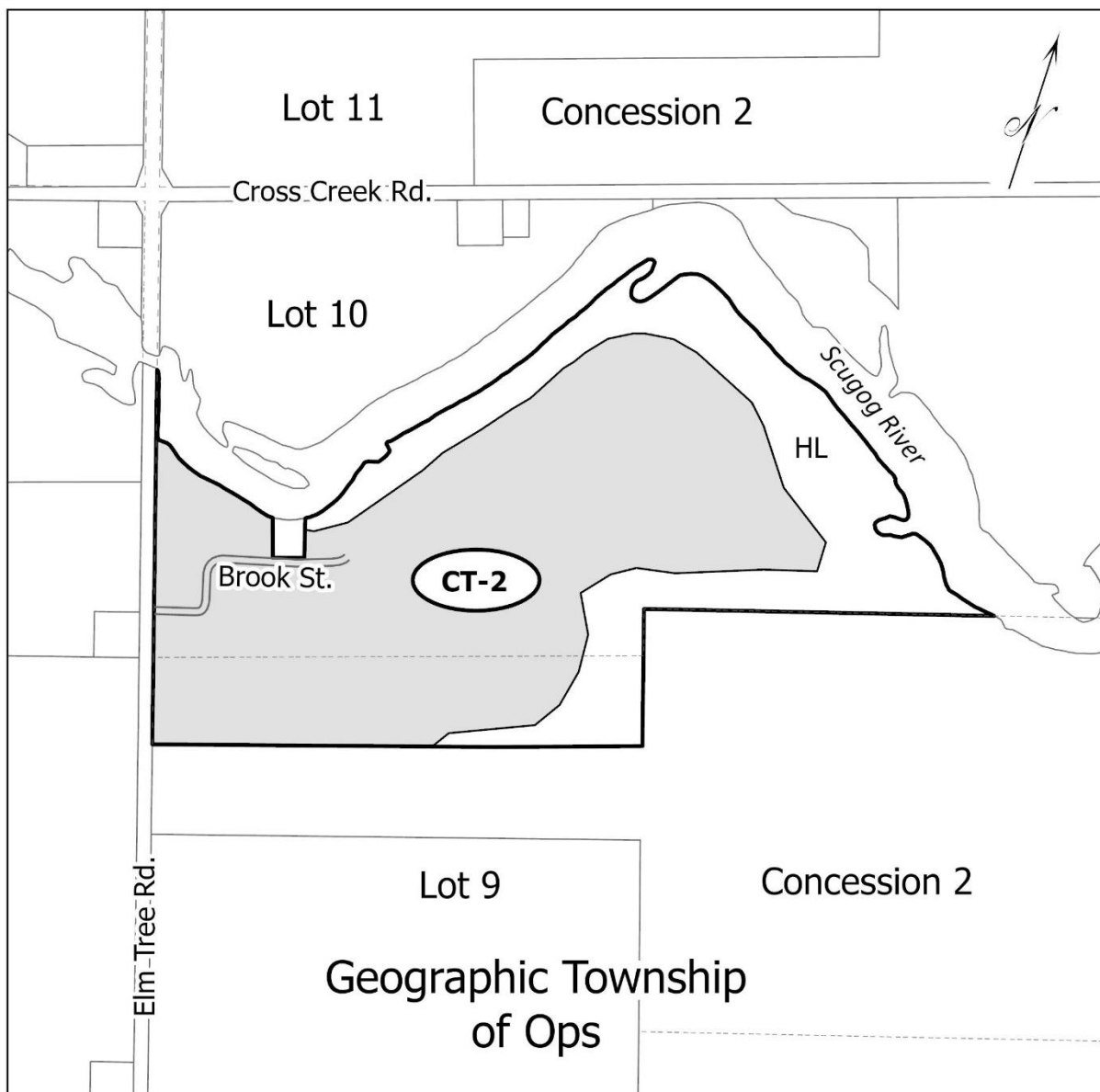
THE CORPORATION OF THE CITY OF

KAWARTHA LAKES

THIS IS SCHEDULE 'A' TO BY-LAW _____ PASSED

THIS _____ DAY OF _____ 2021.

MAYOR _____ CLERK _____



Council Report

Number:	PLAN2021-053
Meeting Date:	September 21, 2021
Title:	By-law to Deem Lots 53 and 54, Plan 190
Description:	Deeming By-law Report
Author and Title:	Mark LaHay, Planner II, MCIP, RPP

Recommendations:

That Report PLAN2021-053, **By-law to Deem Lots 53 and 54, Plan 190**, be received;

That a Deeming By-law respecting Lots 53 and 54, Plan 190, substantially in the form attached as Appendix D to Report PLAN2021-053, 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.

(Acting) Department Head: _____

Financial/Legal/HR/Other: _____

Chief Administrative Officer: _____

Background:

Proposal:	To deem Lots 53 and 54, Registered Plan 190, not to be lots within a registered plan of subdivision to facilitate consolidation with the abutting property
Owner:	Muskoka D&M Corp. (c/o Doug Gray)
Applicant:	EcoVue Consulting Services Inc. – Kent Randall
Legal Description:	Part of Lot 23, Concession 9, Parts 1 to 3, Plan 57R-8353, Parts 1 and 2, Plan 57R-2352, Lots 53-54, Part Third Street (Closed), Plan 190, geographic Township of Fenelon
Official Plan:	Urban Settlement – Fenelon Falls Fringe Area Special Policy 18.10.2 and Environment Protection Special Policy 17.8.2 – City of Kawartha Lakes Official Plan, as amended
Zone:	Multiple Residential (RM)(H) Zone and Environmental Protection Exception Eight (EP-8) (H) Zone – Township of Fenelon Zoning By-law 12-95, as amended
Site Servicing:	Municipal sanitary sewer and water supply
Existing Use:	Vacant land and waterfront dwelling with boathouse
Adjacent Uses:	North: Cameron Lake East: West Street North/Residential South: Residential West: Bass Street/Commercial/Residential

Rationale:

The owner is proposing to construct a residential condominium development consisting of 66 apartment units and 20 townhouse dwelling units on the entire lands. Some of the proposed waterfront townhouses span the mutual lot lines of Lots 53 and 54, Plan 190, which are Part of Lot 23, Concession 9, described as Part 1, Plan 57R-2352 (see Appendix "C"). As such, the proposal does not comply with the Zoning By-law. The lots must be effectively consolidated for the proposed development to proceed through the site plan approval process. This will also allow the entire property to be considered as one lot for the proposed development. The site plan agreement process will facilitate conveyances that will effectively change the description of certain parts of the lands

that were subject to Planning Act Consent, being Parts 1 and 2, 57R-2352 and Part 2, 57R-8353.

Adoption and subsequent registration of this Deeming By-law (see Appendix "D") will consolidate Lots 53 and 54, Plan 190, which will assist with the eventual consolidation of the balance of the lands into one larger lot through conveyances administered through the site plan agreement.

Other Alternatives Considered:

There are no other alternatives considered to be appropriate or represent good planning. The Deeming By-law is the appropriate method to legally consolidate the owner's lands.

Alignment to Strategic Priorities

The Council Adopted 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 the Vibrant and Growing Economy and Exceptional Quality of Life priorities by increasing the supply of new housing options to attract new residents in the City of Kawartha Lakes. The application also aligns with the Healthy Environment priority by ensuring protection of municipal drinking water sources, and promoting sustainable development through the utilization of Low Impact Development (LID) techniques where possible and an environmental protected re-vegetated shoreline buffer area with enhanced plantings to protect and enhance water quality.

Financial/Operation Impacts:

The cost of registering the By-law is included in the application fee. There are no financial implications for the City.

Conclusion:

The consolidation of the lands will ultimately create one larger lot. As a result, a larger building envelope is available to site the proposed condominium development to enable approval through the site plan process. The deeming by-law will ultimately facilitate the issuance of a building permit for the proposed development in compliance with the

zoning by-law. Planning staff do not anticipate any negative impacts as a result of the consolidation.

Attachments:

The following attached documents may include scanned images of appendices, maps, and photographs. If you require an alternative format, please contact Mark LaHay, Planner II at 705.324.9411 x 1324.



Appendix 'A-1'
PLAN2021-053.pdf



Appendix 'A-2'
PLAN2021-053.pdf



Appendix 'B-1'
PLAN2021-053.pdf



Appendix 'B-2'
PLAN2021-053.pdf



Appendix 'C'
PLAN2021-053.pdf



Appendix 'D'
PLAN2021-053.pdf

Appendix "A-1" and "A-2" – Location Maps (entire lands; lots to be deemed)

Appendix "B-1" and "B-2" – Reference Plans of Survey (57R-2352; 57R-8353)

Appendix "C" – Proposed Site Plan, revised July 2021

Appendix "D" – Draft Deeming By-law

(Acting) Department Head email: rholy@kawarthalakes.ca

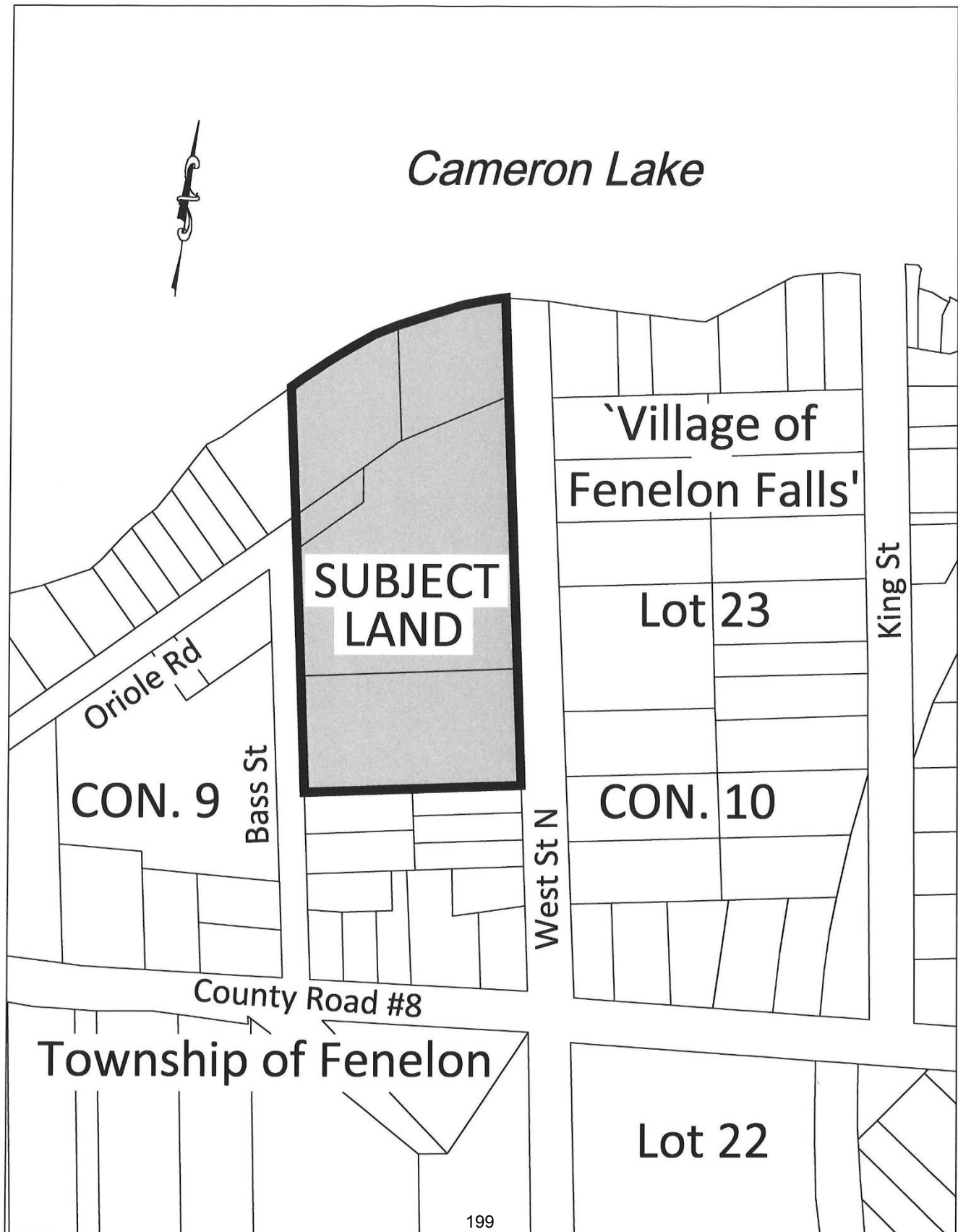
(Acting) Department Head: Richard Holy

Department File: D30-2021-005

to

REPORT PLAN2021-053

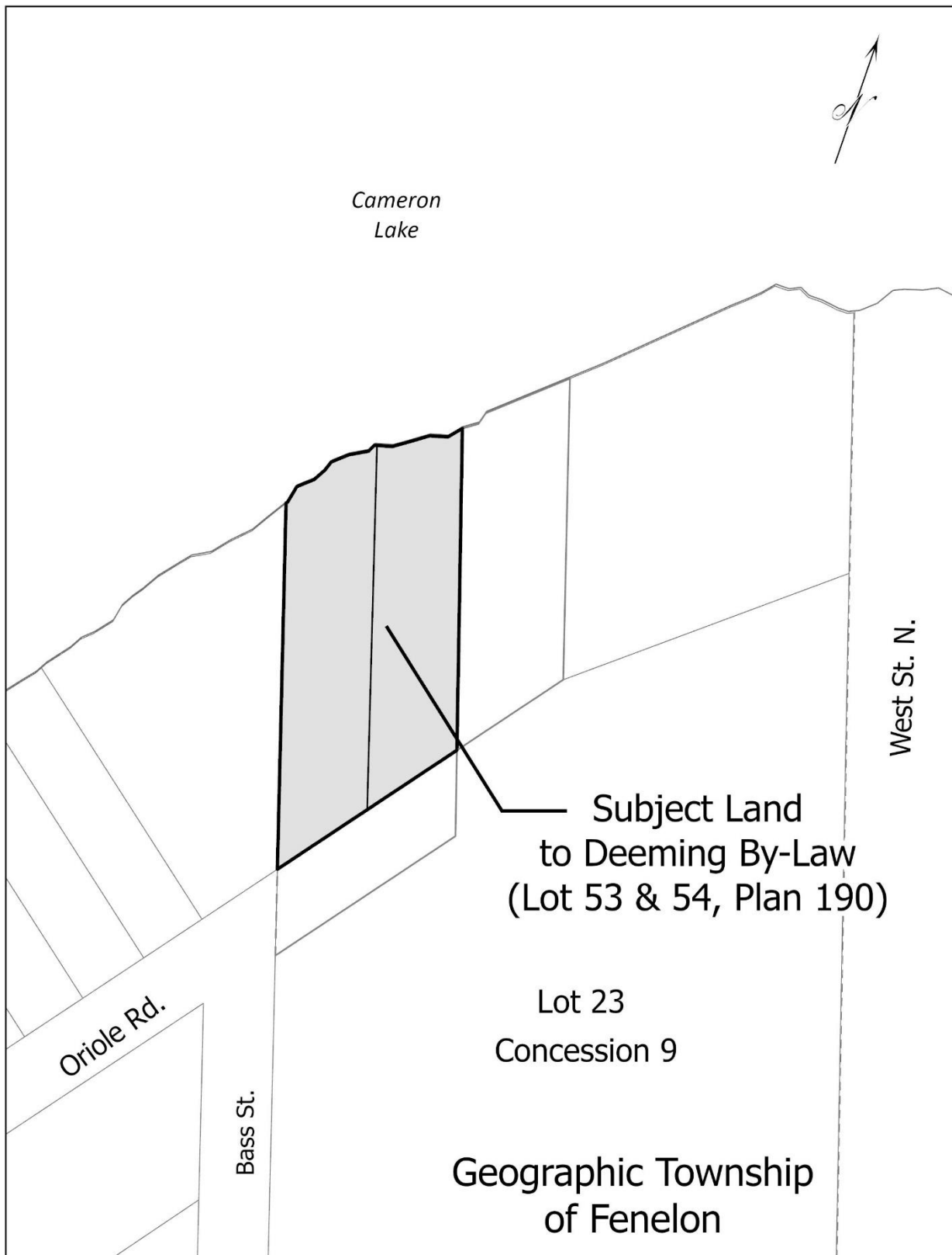
FILE NO: D30-2021-005

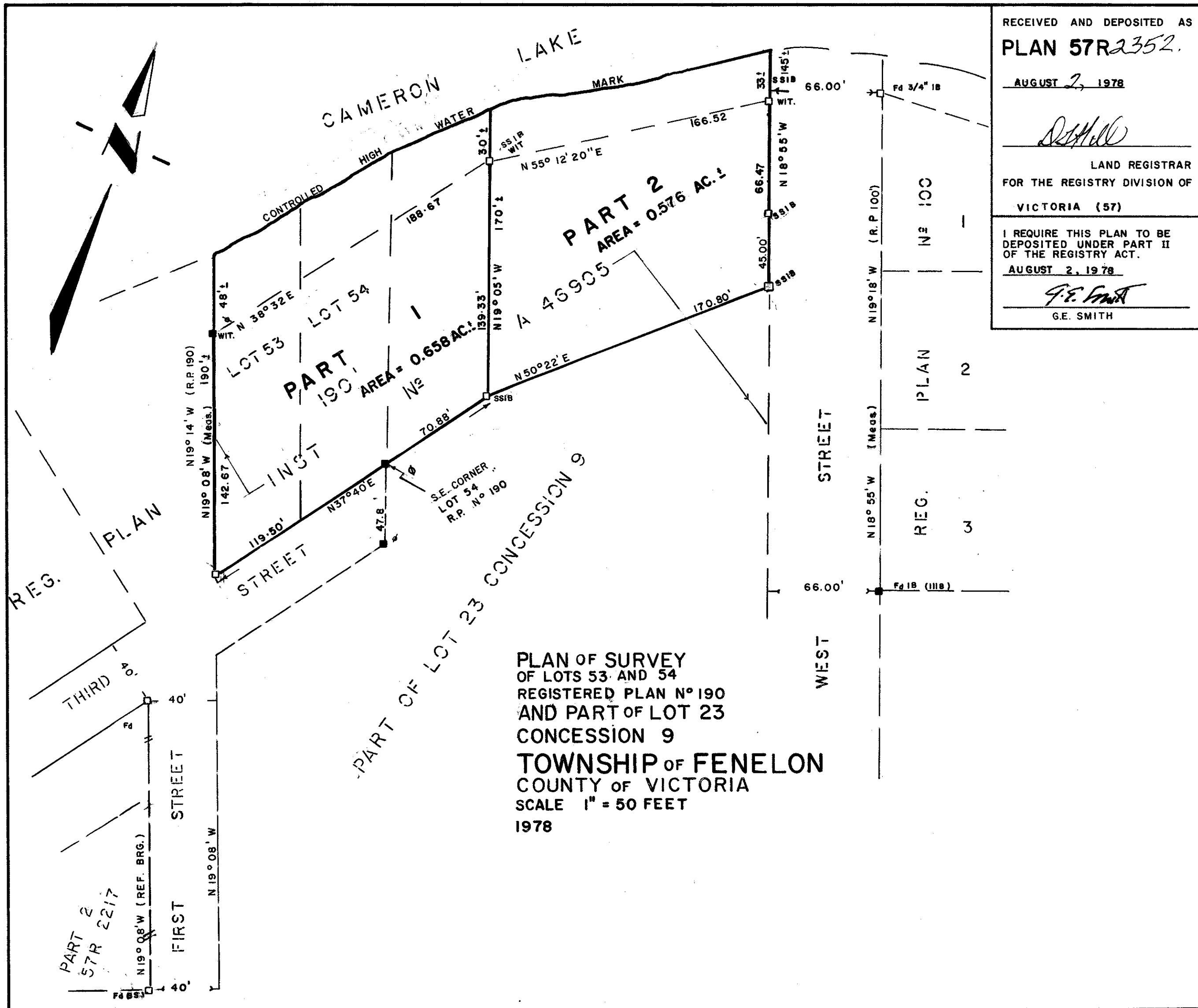


to

REPORT PLAN2021-053

FILE NO: D30-2021-005





APPENDIX " B-1 "

to

REPORT PLAN2021-053

FILE NO: D30-2021-005

APPENDIX " B-2 "

to

REPORT PLAN2021-053

FILE NO: D30-2021-005

SCHEDULE			
PART	AREA	LOCATION	INSTRUMENT
1	2.368 Ac	PART OF LOT 23 CONCESSION 9	INST No. 355355 (REMAINDER)
2	1.202 Ac		
3	0.109 Ac	PART OF THIRD STREET REGISTERED PLAN No. 190	

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE REGISTRY ACT

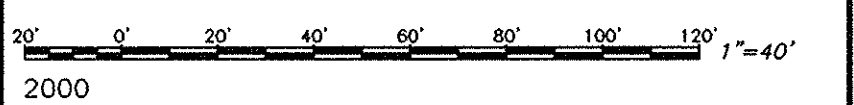
AUGUST 29, 2000
DATE

PLAN 57R-8353
RECEIVED AND DEPOSITED
October 6, 2000
DATE

B.A. Nickerson
B.A. NICKERSON
ONTARIO LAND SURVEYOR

A. Bailey
Asst. DEPUTY LAND REGISTRAR
FOR THE REGISTRY DIVISION
OF VICTORIA (57)

PLAN OF SURVEY OF
**PART OF LOT 23,
CONCESSION 9
AND
PART OF THIRD STREET
REGISTERED PLAN No. 190**
TOWNSHIP OF FENELON
COUNTY OF VICTORIA
Coe, Fisher, Cameron ONTARIO LAND SURVEYORS



LEGEND	
DENOTES SURVEY MONUMENT FOUND (OH)	(wt) DENOTES WITNESS
SURVEY MONUMENT SET (plan)	(OH) ONTARIO HYDRO
IRON TUBE (P2)	PLAN 190
CUT CROSS (D1)	PLAN 57R-2352
IRON BAR (Y&Y)	INST No. 355355
STANDARD IRON BAR (SS)	Previous survey by Yates & Smith
SHORT STANDARD IRON BAR (IB)	Yates & Smith of Lindsay Ltd O.L.S.
ROUND IRON BAR (CM)	Yates & Smith of Lindsay Ltd O.L.S.
CONCRETE MONUMENT (CP)	Smith & Smith of Lindsay Ltd O.L.S.
CONCRETE PIN & WASHER (MTO)	MINISTRY OF TRANSPORTATION OF ONTARIO
(Y)	Yates & Yates Ltd O.L.S.
(SS)	Smith & Smith of Lindsay Ltd O.L.S.
N = North / S = South / E = East / W = West / meas = measure / prop = proportion	

IMPERIAL NOTE
DISTANCES SHOWN ON THIS PLAN ARE IN FEET AND CAN BE CONVERTED TO METRES BY MULTIPLYING BY 0.3048

BEARING NOTE
BEARINGS ARE ASTRONOMIC AND ARE REFERRED TO THE EASTERLY LIMIT OF LOT 23, CONCESSION 9, AS SHOWN ON PLAN 190, HAVING A BEARING OF N19°14'W

SURVEYOR'S CERTIFICATE
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, AND THE REGISTRY ACT AND THE REGULATIONS MADE UNDER THEM.
2. THE SURVEY WAS COMPLETED ON APRIL 27, 2000

AUGUST 29, 2000
DATE

B.A. Nickerson
B.A. NICKERSON
Ontario Land Surveyor

Coe, Fisher, Cameron
Ontario Land Surveyors

257 Kent Street West, Lindsay, Ontario K9V 2Z3 Phone(705)324-4152 Fax(705)324-8406

Drawn BL Checked AC File F-00-6336

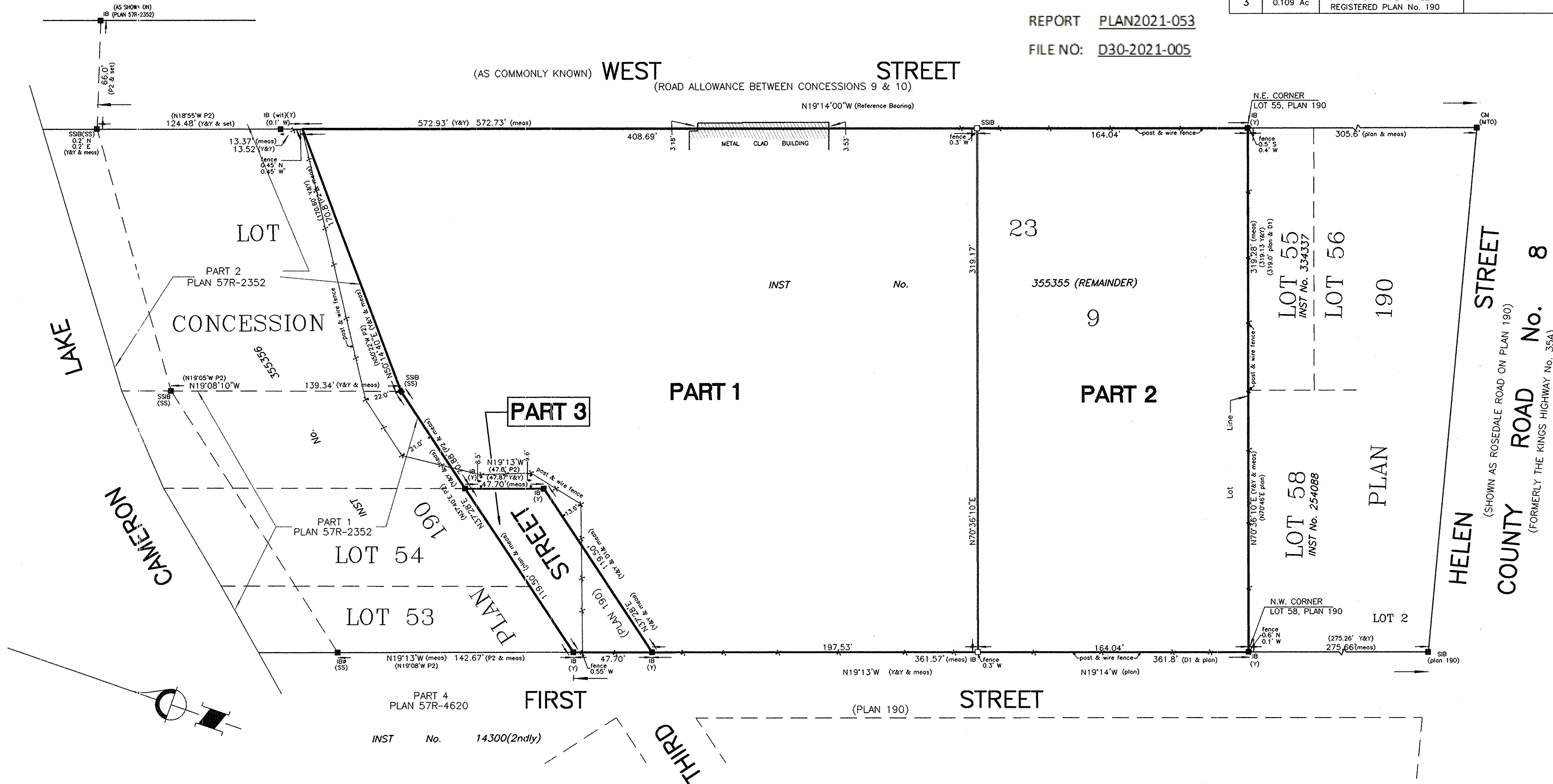




IMAGE A: WOOD FENCE EXAMPLE



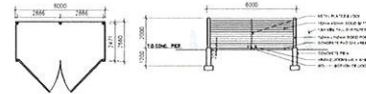
IMAGE W: WOOD FENCE EXAMPLE



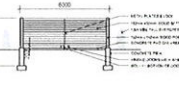
IMAGE C: ENTRANCE SIGNAGE / LANDSCAPE FEATURE EXAMPLE



DETAIL D: BARRIER FREE PARKING SIGNAGE



DETAIL E: GARBAGE ENCLOSURE PLAN



DETAIL F: GARBAGE ENCLOSURE ELEVATION

SITE PLAN NOTES:

1. ACCESSIBLE SIGNAGE TO BE DESIGNED IN ACCORDANCE WITH THE SPG SECTION 3.3.3 OFF STREET VEHICULAR LOADING AND PARKING FACILITIES 3.3.3.004. SEE DETAIL D.
2. PARKING CONTROL SIGN SHALL BE LOCATED 1.5m ABOVE GROUND AND SIZED IN ACCORDANCE WITH THE DETAILS IN APPENDIX 'D' OF THE SPG. SEE DETAIL D.
3. FIRE ROUTE SIGNAGE IS REQUIRED THROUGHOUT, ALONG THE FIRE ROUTE. SIGNAGE TO BE IN ACCORDANCE WITH SPG.
4. NO PARKING SIGNAGE TO BE INSTALLED IN FRONT OF EMERGENCY ACCESS GATE AT BASS STREET.

Proposed Building	Building Classification	OSC Reference
10 Waterfront Townhouses	Group C, up to 3 stories	3.2.2.47
Building A	Group C & Group F3, up to 6 stories, sprinkled	3.2.2.43A, 3.2.2.68 B
Building B	Group C & Group F3, up to 6 stories, sprinkled	3.2.2.43A, 3.2.2.68 B
10 Townhouses	Group C, up to 3 stories	3.2.2.47
Poolhouse	Group A2, 1 story	3.2.2.28

Parking Requirements as per Township of Vaughan Zoning By-Law 12-95	Proposed
Building A	3 per W Townhouse = 30 (1 visitor per = 10, +75%)
10 Waterfront Townhouses	1.5 per unit = 15 25% to be visitors = 4
Building B	1.5 per unit = 150 25% to be visitors = 35 1% 9' per lot = 1 2% 9' per lot = 3
10 Townhouses	1.5 per unit = 15 25% to be visitors = 4
Poolhouse	None

RDA
Rosalie Dawson Architect



OWELLING UNIT GFA	REQUIRED MIN. GFA PER UNIT	PROPOSED MIN. GFA PER UNIT
Waterfront Townhouse	150 m ²	239 m ²
Building A	90 m ²	93 m ²
Building B	90 m ²	93 m ²
Townhouses	100 m ²	125 m ²

APPENDIX " C "

to

REPORT **PLAN2021-053**

FILE NO: **D30-2021-005**

Rev	By	Description	Date
3	RDA	SPA 2nd Resubmission	21-07-08
2	RDA	SPA Resubmission	21-04-07
1	ISM	Issued for SPA by ISM	20-10-09

CONTRACTOR MUST VERIFY ALL DIMENSIONS ON THE JOB AND REPORT ANY DISCREPANCY TO THE ARCHITECT BEFORE PROCEEDING WITH THE WORK. ALL DIMENSIONS AND SPECIFICATIONS ARE BETWEENS OF SERVICE AND THE PROPERTY OF THE ARCHITECT. ALL DIMENSIONS TO BE USED FOR CONSTRUCTION ONLY UNLESS NOTED BY THE ARCHITECT.



Client: VOM DEVELOPMENTS

Project: FENELON FALLS WEST STREET NORTH DEVELOPMENT

19 & 67 WEST STREET NORTH KAMATHA LAKES, ONTARIO L4A 1C4

Sheet Title: SITE PLAN

Issued For: ISM/RDA RDA Site Plan 2nd Submission

Date: 21-03-25

Scale: 1:300

Project No: 20015

A100

The Corporation of the City of Kawartha Lakes

APPENDIX " D "

to

By-Law 2021 -

REPORT PLAN2021-053

FILE NO: D30-2021-005

**A By-Law To Deem Part of a Plan of Subdivision,
Previously Registered For Lands Within Kawartha Lakes,
Not To Be A Registered Plan Of Subdivision In Accordance With The Planning Act
PIN # 63160-0414(LT), Described as Lots 53 and 54, Plan 190, Geographic Township
of Fenelon, Now City of Kawartha Lakes**

File D30-2021-005, Report PLAN2021-053, respecting lands behind 67 West Street North – MUSKOKA D&M CORP.

Recitals:

1. Section 50(4) of the Planning Act, R.S.O. 1990, c.P.13 authorizes Council to deem any plan of subdivision, or part of a plan of subdivision, that has been registered for eight years or more, not to be a registered plan of subdivision for the purposes of Subsection 50(3) of the Planning Act, R.S.O. 1990, c.P.13.
2. Council has been requested to pass a deeming By-law, by the owner of the land described in Section 1 of this By-law.
3. A duplicate of this By-law shall be registered in the Land Registry Office in accordance with the Planning Act, R.S.O. 1990, c.P.13.
4. Notice of the passing of this By-law shall be mailed to the owner(s) of the land described in Section 1 of this By-law.
5. Council considers it appropriate to enact the requested By-law.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2021-__.

Section 1:00 Details

- 1.01 **Property Affected:** PIN # 63160-0414(LT). The Property affected by this By-law is described as Lots 53 and 54, Registered Plan 190, geographic Township of Fenelon, City of Kawartha Lakes.
- 1.02 **Deeming Provision:** The Property is deemed not to be part of a Registered Plan of Subdivision of the purposes of Subsection 50(3) of the Planning Act, R.S.O. 1990, c.P.13.

Section 2:00 General Terms

- 2.01 **Force and Effect:** This By-law shall come into force on the date it is finally passed, subject to the provisions of Sections 50(26), 50(28), and 50(29) of the Planning Act, R.S.O. 1990, c.P.13.

By-law read a first, second and third time, and finally passed, this ** day of **, 2021.

Andy Letham, Mayor

Cathie Ritchie, Clerk

Council Report

Report Number:	RS2021-037
Meeting Date:	September 21, 2021
Title:	Proposed Lease Agreement between the City of Kawartha Lakes and Horizon Aircraft, Inc
Description:	Horizon Aircraft, Inc. is requesting to lease a commercial building at the Municipal Airport, 3187 Highway 35 North, Lindsay, for engineering and design aircraft business.
Author and Title:	Christine Oliver, Law Clerk – Realty Services

Recommendation(s):

That Report RS2021-037, **Proposed Lease Agreement between the City of Kawartha Lakes and Horizon Aircraft, Inc.**, be received;

That a By-Law (attached as Appendix D) authorizing to execute the proposed lease agreement for a five (5) year term between the City of Kawartha Lakes and Horizon Aircraft, Inc. for a commercial building at the Municipal Airport, 3187 Highway 35, Lindsay, being utilized for engineering and design aircraft business, be approved; and

That the Mayor and Clerk be authorized to execute the proposed lease agreement (substantially in the form as attached as Appendix E) on behalf of the Corporation of the City of Kawartha Lakes with Horizon Aircraft, Inc. for the purpose of leasing commercial building for a five (5) year term at the Municipal Airport, 3187 Highway 35, Lindsay, being utilized for engineering and design aircraft business.

Department Head: _____

Financial/Legal/HR/Other: _____

Chief Administrative Officer: _____

Background:

The City of Kawartha Lakes entered into a lease agreement (attached as Appendix F) with Eric B. Robinson (now Horizon Aircraft, Inc.) for exclusive use of a commercial building (herein referred to as the Leased Space) located at the Municipal Airport, 3187 Highway 35, Lindsay (the Municipal Airport) (identified within the attached Appendix C) (herein referred to as the Previous Lease Agreement), which terminated on September 30, 2019. The Previous Lease Agreement required Council approval to be executed.

At the Council Meeting of February 19, 2019, Council adopted the following resolution:

14.1.3 RS2019-014

Proposed Lease Agreement between the City of Kawartha Lakes and Eric B. Robinson Limited (Hangar Space at Kawartha Lakes Municipal Airport)

Laura Carnochan, Law Clerk - Realty Services

CR2019-162

That Report RS2019-014, **Proposed Lease Agreement between the City of Kawartha Lakes and Eric B. Robinson Limited (Hangar Space at Kawartha Lakes Municipal Airport)**, be received; and

That the Mayor and Clerk be authorized to execute the Lease Agreement attached as Appendix A on behalf of the Corporation of the City of Kawartha Lakes, being a Lease Agreement with Eric B. Robinson Limited for the purpose of leasing hangar space at the Kawartha Lakes Municipal Airport for a one year term.

Carried

Horizon Aircraft, Inc. would like to enter into another lease agreement with the City of Kawartha lakes to remain within the Leased Space (attached as Appendix D) (herein referred to as the Proposed Lease Agreement). The Previous Lease Agreement expired on September 30, 2019 and while Eric B. Robinson was deciding whether he would like to enter into a new agreement with the City he was paying funds as an overhold between September 30, 2019 and April 1, 2021. Subsequently, the parties entered into a further 6-month term, which expires at the beginning of October 2021.

The Proposed Lease Agreement outlines the compensation per a square footage at \$3.90 for approximately 4,000 square feet of exclusive commercial building space being a total annual rate of \$15,600. Additional outdoor space is calculated at \$0.20 per a

square footage; more specifically, approximately 10,000 square feet of gravel/asphalt and approximately 3,000 square feet of exclusive grassed area for a total annual rate of \$2,600. The Proposed Lease Agreement addressed the appropriate portion of the property taxes as being an annual amount of \$5,811.36. The annual rent for this space is calculated at a total of \$24,011.36.

The Proposed Lease Agreement has a section addressing a recovery for a discrepancy in funds. Realty Services and the Manager at the Municipal Airport had a miscommunication in the funds to be charged to Horizon Aircraft, Inc for a temporary lease. This section is recovering that discrepancy. Horizon Aircraft, Inc. had requested the City to enter into this temporary agreement because they had a pending investor and needed to provide proof of a lease agreement for the Leased Space. The City was unable to obtain permission to enter into a lease agreement with Council approval to execute within the time required. The City entered into a temporary agreement (attached as Appendix G) (herein referred to as the Temporary Agreement).

The Proposed Lease was reviewed by the Manager at the Municipal Airport and it was recommended that the City proceed with the Proposed Lease Agreement.

The purpose of this report is to obtain Council approval to have the Mayor and Clerk execute the Proposed Lease Agreement because the annual rent exceeds the City's signing by-law 2016-009, 5.03.

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

Rationale:

The annual gross revenue of the proposed lease is \$24,011.36, broken down as follows:

Building Space (Leased Space): \$15,600.00 (plus HST)

Outdoor Space: \$2,600 (plus HST)

Property Taxes: \$5,811.36 (plus HST)

Other Alternatives Considered:

Council could direct that the Lease Agreement not be executed. This is not recommended in this circumstance as the as the temporary lease agreement will terminate on October 1, 2021.

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 revenue for the proposed lease agreement has increased to align with fair market value. The Proposed Lease Agreement is charged annually in the amount of \$24,011.36. The previous lease agreement was annually \$16,152.44 plus HST. This is an annual increase of \$7,858.92.

Consultations:

Airport Manager

City Solicitor

Attachments:

Appendix A – Location Map



Appendix A
Location Map.pdf

Appendix B – Map



Appendix B
Map.pdf

Appendix C – Aerial Map



Appendix C Aerial
Map.pdf

Appendix D –By-Law Authorizing Execution of Proposed Lease Agreement



Appendix D -
Authorize Execution

Appendix E – Proposed Lease Agreement



Appendix E -
Proposed Lease Agri

Appendix F – Previous Lease Agreement



Appendix F -
Previous Lease Agre

Appendix G – Temporary Agreement

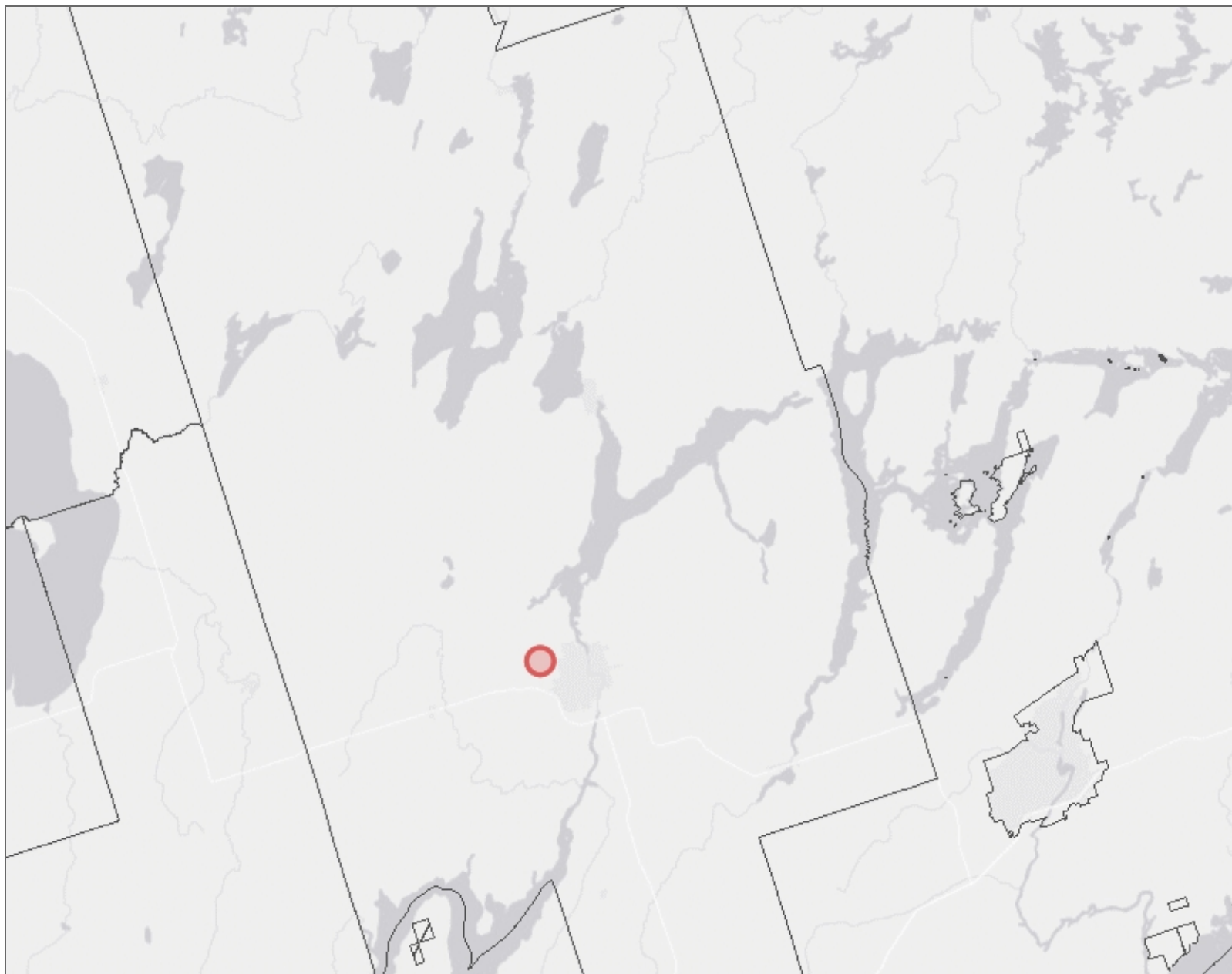


Appendix G -
Temporary Lease Agi

Department Head email: rcarlson@kawarthalakes.ca

Department Head: Robyn Carlson

Department File: L17-20-RS055



Legend

Light Gray Canvas Base

Notes

Notes

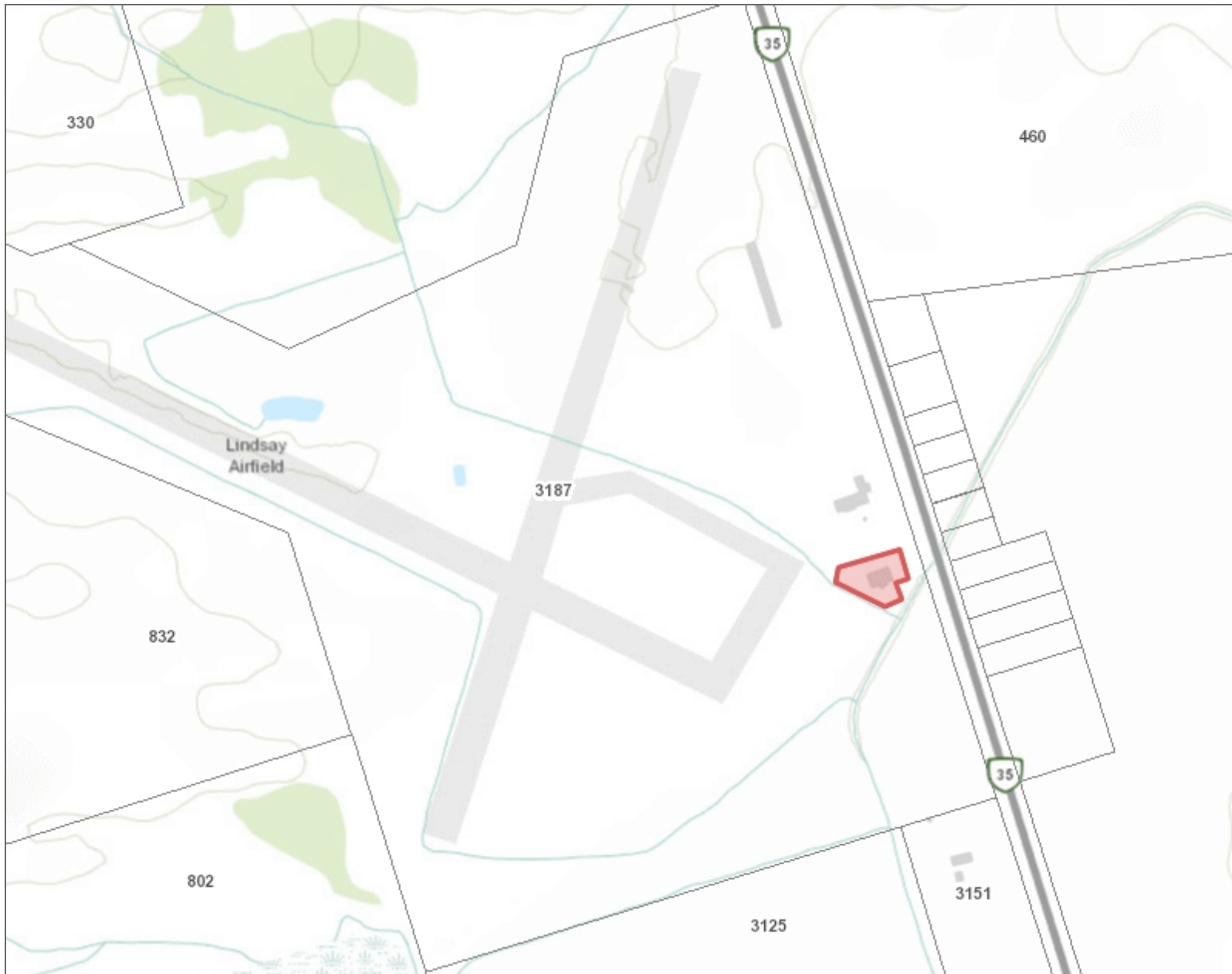
29.35

Kilometers

WGS_1984_Web_Mercator_Auxiliary_Sphere
 © City Of Kawartha Lakes



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Legend

☐ Property Roll Number

Notes

Notes

0.46

Kilometers

WGS_1984_Web_Mercator_Auxiliary_Sphere
 © City Of Kawartha Lakes



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Legend

- Property Roll Number
- Property PIN
- Road Centreline (2016 Needs)

Notes

Notes

0.11

Kilometers

WGS_1984_Web_Mercator_Auxiliary_Sphere
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The Corporation of the City of Kawartha Lakes

By-Law 2021-____

A By-law to Authorize the Execution of a Lease Agreement between Horizon Aircraft, Inc. and The City of Kawartha Lakes for a Commercial Building at the Municipal Airport, 3187 Highway 35, Lindsay, in the City of Kawartha Lakes

Recitals

1. Section 5.03 (3) of 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, required that Lease Agreements with revenue or expense over \$10,000.00 per year with a lease term of five (5) years or under, must be approved by Council.
2. This by-law approves a Lease agreement for a five (5) year term, which will expire on 30th day of September, 2026.

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, that are applicable within the Province of Ontario.

- 1.04 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

Section 2.00: Approval Authorization

- 2.01 **Approval:** The Agreement attached to this By-Law as Schedule A is hereby approved. Minor amendments to the agreement, as approved by the City Solicitor, may be made before execution.
- 2.02 **Authorization:** The Mayor and City Clerk are authorized to sign the agreement attached to this By-Law as Schedule A, as may be amended as set out in section 2.01 hereto, and affix the corporate seal to it.

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 21st day of September, 2021.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

Schedule A



Schedule A - Lease -
Horizon Aircraft Pow

Airport



Legend

- Property Roll Number
- Property PIN
- Road Centreline (2016 Needs)

Notes

Notes

0.11

Kilometers

WGS_1984_Web_Mercator_Auxiliary_Sphere
© City Of Kawartha Lakes



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

AGREEMENT made this 1st day of October of 2021

B E T W E E N

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

hereinafter called the "Landlord"

—and—

HORIZON AIRCRAFT, INC.

hereinafter called the "Tenant"

1. PREMISES

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

In the geographic Township of Ops, City of Kawartha Lakes, municipally known as 3187 Highway 35 North, Lindsay, and legally described as part of the North half of Lot 23, Concession 3; part of Lot 24, Concession 3; part of the south half of Lot 25, Concession 3; as in VT63568, A12243 & VT63532, further identified on Schedule "A" outlined in red, located within the General Aviation Area at the Kawartha Lakes Municipal Airport. The building identified within Schedule "A" is in favour of the Landlord.

hereinafter referred to as the "Demised Premises"

2. TERMS AND CONDITIONS

The lease shall be for a term of five (5) years commencing the 1st day of October, 2021 and concluding on the 30th day of September, 2026 ("the Term"), unless terminated in accordance with this lease.

3. QUIET ENJOYMENT

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

4. RENT

- a) During each Term of this Lease, the Rent will be Twenty-Four Thousand, Eleven dollars and Thirty-Six cents (\$24,011.36) ("the **Rent**") plus HST. Such rent is adjusted each year in accordance with the Ontario Consumer Price Index. The Rent is payable as follows:
- b) The tenant may elect to pay the annual rent in monthly installments of Two Thousand, Ninety-Four dollars and Ninety-Five cents (\$2,000.95) plus HST and shall be paid in full annually prior to the anniversary of every year being the 1st day of October.
 - i. The Rent is based on the current building space being utilized exclusively by the Tenant annually in the approximate amount of 4,000 square and approximately feet calculated at \$3.90 per square footage being a total annual rate of \$15,600;
 - ii. The Rent is based on the gravel/asphalt space being utilized exclusively by the Tenant annually in the approximate amount of 10,000 square feet calculated at \$0.20 per square footage and approximately 3,000 square feet of exclusive grass area calculated at \$0.20 per square footage being a total annual rate of \$2,600;
 - iii. The Rent portion of property taxes are annually calculated in the amount of \$5,811.36.
 - iv. The Rent does not include utilities of the building and any utilities used are the sole responsibility of the Tenant.
- c) Recovery of the discrepancy of amounts from the six (6) month term between the 1st day of April, 2021 and the 30th day of September 2021 (the Six Month Term). During this period the Landlord made a drafting error on the agreement and the amounts below reflect the error.
 - i. In the agreement for the Six Month Term the Landlord identified the Tenant's rent in the amount of Seven Thousand, Eight Hundred dollars (\$7,800.00) plus HST and had an option for monthly installments of One Thousand, Three Hundred dollars (\$1,300) plus HST.
 - ii. In the agreement for the Six Month Term the amount identified should have been Twelve Thousand, Five dollars and Sixty-Eight cents (\$12,005.68) plus HST. The monthly amount should have been Two Thousand dollars and Ninety-Five cents (\$2,000.95) plus HST. This is a discrepancy of Four Thousand, Two Hundred, Five dollars and Sixty-Eight cents (\$4,205.68). This discrepancy in monthly installments of Seven Hundred dollars and Ninety-Five cents (\$700.94) for the Six Month Term. The detailed

calculation of the discrepancy is described below. The Tenant may elect to make one payment for the discrepancy in the amount of Four Thousand, Two Hundred, Five dollars and Sixty-Eight cents (\$4,205.68) for the Six Month Term. The Landlord suggests the Tenant resolve this discrepancy of the Six Month Term through monthly installments during the Term being for 60 months in the amount of Seventy dollars and Ten cents (\$70.10). This amount must be paid in full before the termination of this agreement.

1. The Rent is based on the current building space being utilized exclusively by the Tenant annually in the approximate amount of 4,000 square and approximately feet calculated at \$3.90 per square footage being a total annual rate of \$7,800;
 2. The Rent is based on the gravel/asphalt space being utilized exclusively by the Tenant annually in the approximate amount of 10,000 square feet calculated at \$0.20 per square footage and approximately 3,000 square feet of exclusive grass area calculated at \$0.20 per square footage being a total annual rate of \$1,300;
 3. The Rent portion of property taxes are annually calculated in the amount of \$2,905.68.
- d) For clarity, HST means the goods and services tax imposed under the *Excise Tax Act* (Canada) and any goods and services taxes, value added, sales, use, consumption or other similar taxes of whatsoever name imposed by the Government of Canada or by a provincial or local government having jurisdiction.
- e) For any extension of the Term thereof, the Annual Rent shall be negotiated but largely upon the same terms and conditions as set out herein
- f) The Landlord or the Tenant can terminate this agreement with 1 year notice

5. NET LEASE AND RENT

- a) The said Tenant covenants with the said Landlord to pay Annual Rent; and to pay taxes, including local improvements.
- b) It is the intent of the Landlord and the Tenant that this Lease is absolutely net to the Landlord, and any amount or any obligation which is not expressly declared herein to be that of the Landlord shall be deemed to be the obligation of the Tenant to be performed by and at the expense of the Tenant, and, for greater certainty, the Tenant covenants and agrees that it will be responsible for, among other things, the cost of constructing any building(s) on the Demised Premises, maintaining, repairing (including structural) and replacing any building(s), improvements, structures and fixtures, including, without limitation, the Hangar,

as constructed on the Demised Premises and for all other costs which a normal and prudent owner would incur and/or make as if it was a fee simple owner of the Demised Premises.

6. NUISANCE

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

7. USE

The Tenant or any occupant shall use and occupy the Demised Premised only for the purpose of recreational aircraft hangar, engineering and design aircraft business.

8. REFUEL

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

9. MAINTENANCE, REPAIR AND REPLACEMENT

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

- a) Storage of rubbish, refuse, debris or other objectionable material;
- b) Storage of inflammable or explosive substances; and
- c) Fuels, other than fuel tanks internal to the stored aircraft.
- d) Any fuel or substance related to aircraft repair or maintenance in unapproved containers or in any quantity in excess of 5 gallons.

10. TOXIC SUBSTANCE AND WASTE

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

- b) The Tenant shall be responsible for the proper removal and disposal of all hazardous or toxic substances, materials or wastes, pollutants or contaminants, aircraft fluids, petroleum products or by-products.
- c) The Tenant shall not discharge or cause to be discharged or however pass into the sewer systems, storm drains or surface drainage facilities, at the Airport, any deleterious material or noxious, contaminated or poisonous substances;
 - i. In the event of a discharge or escape of such deleterious materials or noxious, contaminated or poisonous substance in and under the control of the Tenant, the Tenant shall terminate and rectify all damage or injury therefrom to the satisfaction of the Landlord; and
 - ii. The Tenant shall save the Landlord harmless against and from any and all liabilities, obligations, damages, penalties, claims, cost including compliance and clean-up costs, charges, expenses and disbursements including, without limitation, legal fees and expenses, fees of expert witnesses, engineers and other consultants which may be imposed upon, incurred by or asserted against the Landlord by reason of any environmental contamination of the premises caused by the Tenant or its employees, agents or invitees.

11. COMPLIANCE WITH LAW AND OTHER POLICIES

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

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

12. INSURANCE

The Tenant shall, throughout the Term of this Lease and at its sole cost and expense keep in force insurance policies described as follows:

- a) Aviation General Liability Insurance shall be in the name of the Tenant with the **Corporation of the City of Kawartha Lakes** named as an additional insured, with limits of not less than two million dollars (\$2,000,000.00) inclusive per occurrence. Coverage shall include but is not limited to bodily injury, personal injury, death and

damage to property including loss of use thereof, products and completed operations liability, premises liability, blanket contractual liability, owners and contractors protective, contingent employers liability and contain a cross liability and severability of interest clause.

- b) Aircraft Liability Insurance of not less than two million dollars (\$2,000,000.00) inclusive per occurrence. Coverage shall include but is not limited to bodily injury, personal injury, death and damage to property in respect to the use or operation of all aircraft owned, operated or leased by the Tenant.
- c) Tenant's Legal Liability insurance in an amount not less than two hundred and fifty thousand dollars (\$250,000.00) representing the actual cash value of the buildings and structures on the Demised Premises in the Tenant's care, custody or control, including loss of use thereof. The policy shall not allow subrogation claims by the Insurer against the Landlord.
- d) Comprehensive Boiler and Machinery insurance in an amount not less than the replacement value of the permanent or temporary mechanical equipment including boilers and pressure vessels, and other insurable objects in the Demised Premises and controlled by the Tenant.
- e) All Risk Property insurance in an amount equal to the full replacement cost of property of every description and kind owned by the Tenant or for which the Tenant is legally responsible, and which is located on or about the Demised Premises, including without limitation anything in the nature of contents or a leasehold improvement. The Tenant acknowledges that such contents or leasehold improvements are not covered under any insurance policies of the Landlord. The Tenant's policy shall not allow subrogation claims by the Insurer against the Landlord. The policy shall include business interruption for a period of no less than 12 months.

The Tenant shall provide the Landlord, 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 Landlord and with policies in a form satisfactory to the Landlord. All policies shall be endorsed to provide the Landlord 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 Tenant. All policies shall apply as primary and not as excess of any insurance available to the Landlord. As determined by the Landlord, the Tenant may be required to provide and maintain additional insurance coverage(s) or increased limits, which are related to this Lease.

The Tenant covenants that he will not do or permit to be done any act or thing which may make void or voidable any insurance upon any building, or part thereof, upon the

said Demised Premises, or which may cause any increased or additional premium to be payable for any such insurance.

13. REVIEW OF INSURANCE COVERAGE

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

14. INDEMNIFICATION

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

15. CONSTRUCTION LIEN

The Tenant shall at all times indemnify and save harmless the Landlord from and against any and all claims, demands, loss, costs, charges, actions and other proceedings under the *Construction Lien Act*, R.O.S. 1990, c C.30, as amended from time to time, in connection with any work done for the Tenant at or on the Demised Premises, and shall at its own expense, within 10 days of notice of any such lien, certificate of action, remove from the registered title to the Demised Premises, of every claim for lien or certificate of action having to do with such work and in any event within 10 days of being notified in writing by the Landlord to do so, failing which the Landlord may see to such removal and recover the expense and all attendant costs from the Tenant as rent owing and in arrears.

16. LANDLORD'S REMEDIES

a) GENERAL

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

and, the current month's rent, together with rent for the balance of the Term shall be immediately due and payable.

b) RECOVERY OF PAYMENT

In section 17 a, such taxes or accrued portion thereof shall be recoverable by the Landlord in the same manner as the rent hereby reserved.

c) PROVISIO FOR RE-ENTRY ON DEFAULTS BY THE TENANT If:

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

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

d) LANDLORD'S RIGHT TO CURE DEFAULTS

The Landlord (without limiting any other remedy which it may have) shall have the right at all times to enter the Demised Premises and any structures, improvements and fixtures thereon, for the purpose of curing any default of the Tenant, and no such entry for such purpose shall be deemed to work a forfeiture or termination of this Lease, and the Tenant shall permit such entry. The Landlord shall give not less than twenty-four (24) hours' notice to the Tenant of its intention to enter for such purpose, but may enter upon a shorter period of notice, or without notice where in the Landlord's reasonable judgment there is real or apprehended emergency or danger to persons or property, or where any delay in remedying such default would or might materially prejudice the Landlord. The Tenant shall reimburse the Landlord upon demand for all expenses incurred by the Landlord in remedying any default, together with interest hereon at the prime lending rate of The Canadian Imperial Bank of Commerce plus five percent (5%) per annum from the date incurred until paid. The Landlord shall be under no obligation to remedy any default of the Tenant, and shall not incur any liability to the Tenant for any action or omission in the course of its remedying or attempting to remedy any such default unless such act amounts to intentional misconduct or gross negligence of the Landlord.

e) NO EXEMPTION FROM DISTRESS

- i. Notwithstanding the benefit of any present or future statute taking away or limiting the Landlord's right of distress, none of the goods and chattels of the Tenant on the Demised Premises at any time during the set Term shall be exempt from levy by distress for rent in arrears.
- ii. This covenant and agreement may be pleaded as an estoppel against the Tenant in any action brought to test the right to the levying upon any such goods as are named as exempted in any Act above referred to, the Tenant waiving, as he hereby does, all and every benefit that could or might have accrued to him under and by virtue of any such Act for the above covenant.

f) REMEDIES OF LANDLORD ARE CUMULATIVE

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

17. RELOCATION

- a) Should the Landlord require the Demised Premises, the Landlord upon at least thirty (30) day's written notice to the Tenant, may require the Tenant to relocate to an alternative location, provided that the Landlord shall pay the Tenant's reasonable costs of relocation.
- b) Should the Tenant wish to relocate to an alternative location, the Tenant shall first obtain the Landlord's written consent. The Tenant shall be responsible for one hundred percent (100%) of the Tenant's cost of relocation.

18. HOLDING OVER

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

19. RIGHT OF ENTRY

The Landlord or the Landlord's representatives shall have the rights with twenty-four (24) hour notice, during normal business hours unless in the case of an anticipated or current emergency, to enter the Demised Premises to inspect

- a) general condition and state of repair thereof;
- b) to make repairs permitted under the Lease;
- c) to show the Demised Premises to any prospective tenant, purchaser or lender;
or
- d) for any other reasonable and lawful purpose.

20. GRASS CUTTING AND SNOW PLOWING

The landlord will be responsible for all grass cutting and snow removal to within two feet of the hangar for the Demised Premises.

21. INTERPRETATION

It is agreed that every covenant, proviso and agreement herein contained shall enure to the benefit of and be binding upon the Parties hereto and their heirs, executors, administrators, successors and assigns, and that all covenants herein contained shall be construed as being joint and several, and that when the context so requires or permits

the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neuter, as the case may be, were expressed.

22. ENTIRE AGREEMENT

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

23. AMENDMENTS AND WAIVERS

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

24. SUCCESSORS AND ASSIGNS

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

25. SURVIVAL

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

26. SEVERABILITY

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

27. ELECTRONIC SIGNATURES

This Agreement may be executed and delivered by facsimile or other electronic means, which electronic copies shall be deemed to be original.

28. NOTICES

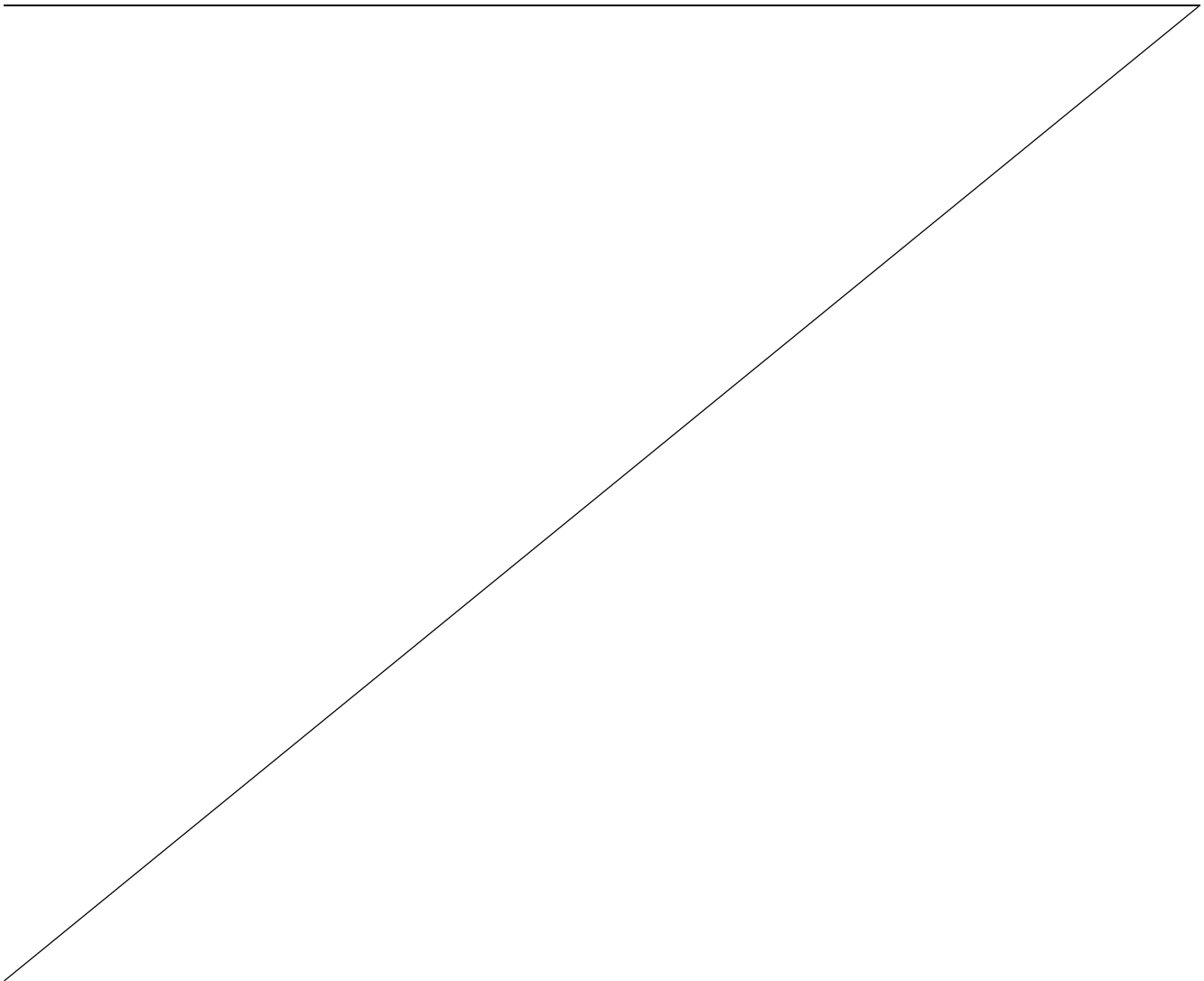
All notices required or permitted to be given under this Lease shall be in writing and shall be deemed to be properly given if hand-delivered, sent by confirmed facsimile and by registered mail postage prepaid, return receipt requested, or by courier, to the Parties at their respective addresses as set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

a. if to the Landlord:
The City of Kawartha Lakes
26 Francis St.
Box 9000
Lindsay, On. K9V5R8

Attention: Clerks

b. if to the Tenant:
Horizon Aircraft Power Systems Inc.
18 Hayeraft St.
Whitby, On. L1P 0C6

Attention: Brandon Robinson



29. FREEDOM OF INFORMATION

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

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

Executed at _____ on the _____ day of _____ 2021

**HORIZON AIRCRAFT POWER SYSTEMS
INC.**

Per: _____
Name: Brandon Robinson
Title: Chief Executive

I have authority to bind the Tenancy

Executed at _____ on the _____ day of _____ 2021

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

Per: _____
Name: Andy Letham
Title: Mayor

Per: _____
Name: Cathie Ritchie
Title: City Clerk

I have authority to bind the Corporation.

SCHEDULE A



Schedule%20A.pdf

Airport



Legend

- Property Roll Number
- Property PIN
- Road Centreline (2016 Needs)

Notes

Notes

0.11

Kilometers

WGS_1984_Web_Mercator_Auxiliary_Sphere
© City Of Kawartha Lakes



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

LEASE AGREEMENT

Effective the 1st day of October, 2018

BETWEEN:

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

as Landlord
(the "Landlord")

- and -

ERIC B. ROBINSON LIMITED

as Tenant
(the "Tenant")

RECITALS:

- a) The Landlord is the registered owner of certain Premises municipally known as 3187 Highway 35, Lindsay, and legally described as Part of the North Half of Lot 23, Concession 3, Part of Lot 24, Concession 3, Part of the South Half of Lot 25, Concession 3 as in VT63568, A12243 & VT63532 Except Highway 462 & A13985, in the Geographic Township of Ops, City of Kawartha Lakes, being PIN: 63202-0168 (LT). This parcel of land is known as the "Municipal Airport."
- b) The Tenant wishes to lease a portion of the "Municipal Airport," specifically the south hangar and surrounding grass and gravelled area, together with access to the apron and runway, which is more specifically shown in orange on the attached Schedule A.

AND THEREFORE IN CONSIDERATION of the rents and other good and valuable consideration payable to the Landlord by the Tenant, the parties agree as follows:

ARTICLE 1.00: LEASED PROPERTY

- 1.01 The Landlord hereby grants to the Tenant use of the south hangar and surrounding grass and gravelled area, together with access to the apron and runway (the "Premises"). The Tenant shall have access to the apron and runway at no additional cost to the Tenant and the Landlord shall ensure that the Airpark operator maintains the surface conditions in a clear and safe manner.
- 1.02 The Tenant hereby accepts the Premises in their present condition as of the date hereon and will limit his activities to the boundaries of such leased parcel and will not call upon the Landlord to do or pay for any work or supply any equipment to make the Premises more suitable for the proposed use by the Tenant hereunder.

ARTICLE 2.00: TERM OF THE LEASE

- 2.01 This Lease shall be for a term commencing the 1st day of October, 2018, and expiring the 30th day of September, 2019 (the "Term"), unless terminated in accordance with the provisions of this Lease.

ARTICLE 3.00: RENT

- 3.01 During the Term of this Lease, the Tenant agrees to and shall pay the Landlord an annual fee of \$6,551.40, plus HST. This fee shall be payable in equal monthly installments of \$545.95, plus HST, on the first day of each and every month of the Term.
- 3.02 The Tenant shall pay as additional rent for the 10,000 square foot gravel area and 3,000 square foot grass area as shown on the attached sketch, the amount of \$0.20 per foot per annum, for a total of \$2,600.00, plus HST, payable monthly in the amount of \$216.67, plus HST.
- 3.03 The Tenant shall also pay as additional rent all applicable municipal and other taxes in relation to the hangar and Premises in question which, in relation to Municipal taxes, are estimated to be in the amount of \$5,811.36, payable monthly in the amount of \$484.28.

ARTICLE 4.00: ADDITIONAL RENT

- 4.01 The Tenant agrees to pay the following expenses related to the Premises as Additional Rent:
- a) Utilities (including, but not limited to, gas, electricity, water, heat, air-conditioning);
 - b) Services supplied to the Premises, provided that this does not in any way oblige the landlord to provide any services, unless otherwise agreed in this Lease;
 - c) Maintenance;
 - d) Any tax or duty imposed upon, or collectable by the Tenant which is measured by or based in whole or in part directly upon the Rent including, without limitation, the goods and services tax, value added tax, business

transfer tax, retail sales tax, federal sales tax, excise tax or duty or any tax similar to any of the foregoing;

- e) Real property taxes, rates, duties and assessments including such portion of real property taxes formerly known as business taxes. The Landlord shall have the right to determine the assessment value of the Premises, acting reasonably, bearing in mind, current principles of assessment, previous assessments and the proportionate share that the rentable area of the Premises is to the total rentable area of all premises in the building of which the Premises forms a part (if applicable). The assessment value of the Premises as determined aforesaid shall be multiplied by the current tax rate of the Premises to determine the real property taxes payable as Additional Rent;

- 4.02 If any of the foregoing charges are invoiced directly to the Tenant, the Tenant shall pay same as and when they become due and produce proof of payment to the Landlord immediately if requested to do so, but the Tenant may contest or appeal any such charges at the Tenant's own expense.
- 4.03 The Tenant hereby agrees to indemnify and protect the Landlord from any liability accruing to the Landlord in respect of the expenses payable by the Tenant and provided herein.
- 4.04 If the Tenant fails to make any of the payments required by this Lease then the Landlord may make such payments and charge to the Tenant as Additional Rent the amounts paid by the Landlord, and if such charges are not paid by the Tenant on demand the Landlord shall be entitled to the same remedies and may take the same steps for recovery of the unpaid charges as in the event of Rent in arrears.
- 4.05 If the Tenant enjoys the use of any common areas and facilities not included in the Premises, the Tenant shall pay his proportionate share of the foregoing expenses relating to such common areas and facilities.
- 4.06 From time to time during the Term the Landlord may, acting reasonably, re-estimate the amount of the Additional Rent and shall fix monthly installments for the then remaining balance of the Term so that the Landlord's estimate, original or revised, of Additional Rent will have been entirely paid during that Term. The Landlord shall make a final determination of Additional Rent for the Term within 120 days of the Landlord's financial year end, which shall be binding upon both

parties and shall provide the Tenant with a statement of the Additional Rent for the Term. The Landlord and the Tenant shall expeditiously make any necessary readjusting payment; provided that the Tenant may not claim a re-adjustment based solely upon any error of estimation, determination, or calculation unless claimed in writing within 6 months after the Term to which the claim relates.

- 4.07 All payments made by the Tenant pursuant to this Lease shall be delivered to the Landlord at the Landlord's address for service set out in Article 12.00 or to such other place as the Landlord may from time to time direct in writing.
- 4.08 All Rent in arrears and all sums paid by the Landlord for expenses incurred which should have been paid by the Tenant shall bear interest from the date payment was due, or made, or expense incurred at a rate per annum equal to the prime commercial lending rate of the Landlord's bank plus 2%.
- 4.09 The Tenant acknowledges and agrees that the payments of Rent and Additional Rent provided for in this Lease shall be made without any deductions for any reason whatsoever unless expressly allowed by the terms of this Lease or agreed to by the Landlord in writing.
- 4.10 No partial payment by the Tenant which is accepted by the Landlord shall be considered as other than a partial payment on account of Rent owing and shall not prejudice the Landlord's right to recover any rent owing.

ARTICLE 5.00: COVENANTS

5.01 The Tenant covenants and agrees as follows:

- a) to pay the Rental Fee and Additional Rent as set out in Article 3.00 and Article 4.00;
- b) to not do or permit to be done anything which may:
 - a. constitute a nuisance;
 - b. cause damage to the Premises;
 - c. cause injury or annoyance to occupants of neighbouring premises;
 - d. make void or voidable any insurance upon the Premises; or

- e. constitute a breach of any by-law, statute, order or regulation of any municipal, provincial or other competent authority relating to the Premises.
- c) to ensure that no refuse, litter, garbage or loose or objectionable material accumulates in or about the Premises;
- d) to pay, upon termination of this Lease, the Landlord reasonable compensation for any damages to the Premises for which the Tenant is responsible; the Landlord, acting reasonably, may determine the quantum of which;
- e) to comply with all federal, provincial and municipal laws, rules, regulations and by-laws and to indemnify and hold the Landlord harmless from the consequences of its failure to do so; and
- f) not to prohibit the Landlord access to any part of the Premises.

5.02 The Landlord covenants and agrees as follows:

- a) that the Airpark is operated by the Airpark operators according to standards set by Transport Canada. Should any deficiencies come to the attention of the Tenant, the Tenant shall advise the Landlord who will ensure that corrective work is undertaken and completed by the Airpark operators within 60 days of such notice being provided to the Landlord;
- b) that the Airpark is maintained by the Airpark operators in accordance with all other legislative and regulatory requirements. Should there be any deficiencies, the Tenant shall advise the Landlord who will ensure that corrective work is undertaken and completed by the Airpark operators within 15 days of such notice being provided to the Landlord; and
- c) that the Tenant shall be permitted to attached signage to the building and have a free standing flag pole subject to the approval of the Landlord and provided same does not interfere in any way with the safe operation of the Airpark and provided same meets with all legislative and regulatory requirements;

ARTICLE 6.00: ALTERATIONS BY TENANT

- 6.01** If the Tenant, during the Term of this Lease or any renewal of it, desires to make any alterations or additions to the Premises, including, but not limited to, erecting partitions, attaching equipment, and installing necessary furnishings or additional

equipment of the Tenant's business, the Tenant may do so at its own expense, at any time and from time to time, if the following conditions are met:

- a) before undertaking any alteration or addition the Tenant shall submit to the Landlord a plan showing the proposed alterations or additional items included in the plan which are regarded by the Tenant as "Trade Fixtures" shall be designated as such on the plan, and the Tenant shall not proceed to make any alteration or addition unless the Landlord has approved the plan, and the Landlord shall not unreasonably or arbitrarily withhold its approval;
 - b) any and all alterations or additions to the Premises made by the Tenant must comply with all applicable building code standards and by-laws of the municipality in which the Premises are located.
- 6.02 The Tenant shall be responsible for and pay the cost of any alterations, additions, installations or improvements that any governing authority, municipal, provincial or otherwise, may require to be made in, on or to the Premises.
- 6.03 No sign, advertisement or notice shall be inscribed, painted or affixed by the Tenant, or any other person on the Tenant's behalf, on any part of the inside or outside of the building in which the Premises are located unless the sign, advertisement or notice has been approved in every respect by the Landlord.
- 6.04 All alterations and additions to the Premises made by or on behalf of the Tenant, other than the Tenant's Trade Fixtures, shall immediately become the property of the Landlord without compensation to the Tenant.
- 6.05 The Tenant agrees, at its own expense and by whatever means may be necessary, immediately to obtain the release or discharge of any encumbrance that may be registered against the Landlord's property in connection with any additions or alterations to the Premises made by the Tenant or in connection with any other activity of the Tenant.
- 6.06 If the Tenant has complied with his obligations according to the provisions of this Lease, the Tenant may remove his Trade Fixtures at the end of the Term or other termination of this Lease and the Tenant covenants that he will make good and repair or replace as necessary any damage caused to the Premises by the removal of the Tenant's Trade Fixtures.
- 6.07 Other than as provided in section 6.06 above, the Tenant shall not, during the Term of this Lease or anytime thereafter remove from the Premises any Trade Fixtures or other goods and chattels of the Tenant except in the following circumstances:
- a) the removal is in the ordinary course of business;

b) the Trade Fixture has become unnecessary for the Tenant's business or is being replaced by a new or similar Trade Fixture; or

c) the Landlord has consented in writing to the removal;

but in any case the Tenant shall make good any damage caused to the Premises by the installation or removal of any Trade Fixtures, equipment, partitions, furnishings and any other objects whatsoever brought onto the Premises by the Tenant.

6.08 The Tenant shall, at its own expense, if requested by the Landlord, remove any or all additions or improvements made by the Tenant to the Premises during the Term and shall repair all damage caused by the installation or removal or both.

6.09 The Tenant shall not bring onto the Premises or any part of the Premises any machinery, equipment or any other thing that might in the opinion of the Landlord, by reason of its weight, size or use, damage the Premises or overload the floors of the Premises, and if the Premises are damaged or overloaded the Tenant shall restore the Premises immediately or pay to the Landlord the cost of restoring the Premises.

ARTICLE 7.00: INSURANCE

7.01 During the Term of this Lease and any renewal thereof the Landlord shall maintain with respect to the Premises, insurance coverage insuring against:

a) loss or damage by fire, lightning, storm and other perils that may cause damage to the Premises or the property of the Landlord in which the Premises are located as are commonly provided for as extended perils coverage or as may be reasonably required and obtained by the Landlord, and the insurance policy shall provide coverage on a replacement cost basis in an amount sufficient to cover the cost of all signs and leasehold improvements;

b) liability for bodily injury or death or property damage sustained by third parties up to such limits as the Landlord in his sole discretion deems advisable;

c) rental income protection insurance with respect to fire and other perils to the extent of one year's Rent payable under this Lease;

but such insurance and any payment of the proceeds thereof to the Landlord shall not relieve the Tenant of his obligations to continue to pay rent during any period of rebuilding, replacement, repairing or restoration of the Premises except as provided in Article 8.00.

- 7.02 The Tenant covenants to keep the Landlord indemnified against all claims and demands whatsoever by any person, whether in respect of damage to person or property, arising out of or occasioned by the maintenance, use or occupancy of the Premises or the subletting or assignment of same or any part thereof. The Tenant further covenants to indemnify the Landlord with respect to any encumbrances on or damage to the Premises accessioned by or arising from the act, default, or negligence of the Tenant, his officers, agents, servants, employees, contractors, customers, invitees or licensees and the Tenant agrees that the foregoing indemnity shall survive the termination of this Lease notwithstanding any provisions of this Lease to the contrary.
- 7.03 The Tenant shall carry insurance in his own name to provide coverage with respect to the risk of business interruption to an extent sufficient to allow the Tenant to meet his ongoing obligations to the Landlord and to protect the Tenant against loss of revenues.
- 7.04 The Tenant shall carry insurance in his own name insuring against the risk of damage to the Tenant's property within the Premises caused by fire or other perils and the policy shall provide for coverage on a replacement cost basis to protect the Tenant's stock-in-trade, equipment, Trade Fixtures, decorations and improvements.
- 7.05 The Tenant shall carry public liability and property damage insurance in which policy the Landlord shall be a named insured and the policy shall include a cross-liability endorsement.
- 7.06 The Tenant shall provide the Landlord with a Certificate of Insurance as confirmation of the above-noted insurance, and with copies of the policies should the Landlord request same.

ARTICLE 8.00: DAMAGE TO THE PREMISES

- 8.01 If the Premises or the building in which the Premises are located, are damaged or destroyed, in whole or in part, by fire or other peril, then the following provisions shall apply;
- a) if the damage or destruction renders the Premises unfit for occupancy and impossible to repair or rebuild using reasonable diligence within 120 clear days from the happening of such damage or destruction, then the Term hereby granted shall cease from the date the damage or destruction occurred, and the Tenant shall immediately surrender the remainder of the Term and give possession of the Premises to the Landlord, and the Rent from the time of surrender shall abate;
 - b) if the Premises can with reasonable diligence be repaired and rendered fit for occupancy within 120 days from the happening of the damage or destruction,

but the damage renders the Premises wholly unfit for occupancy, then the rent hereby reserved shall not accrue after the day that such damage occurred, or while the process of repair is going on, and the Landlord shall repair the Premises with all reasonable speed, and the Tenant's obligations to pay Rent shall resume immediately after the necessary repairs have been completed;

- c) if the leased Premises can be repaired within 120 days as aforesaid, but the damage is such that the leased Premises are capable of being partially used, then until such damage has been repaired, the Tenant shall continue in possession and the Rent shall abate proportionately.

8.02 Any question as to the degree of damage or destruction or the period of time required to repair or rebuild shall be determined by an architect retained by the Landlord.

8.03 Apart from the provisions of Section 8.01 there shall be no abatement from or reduction of the Rent payable by the Tenant, nor shall the Tenant be entitled to claim against the Landlord for any damages, general or special, caused by fire, water, sprinkler systems, partial or temporary failure or stoppage of services or utilities which the Landlord is obliged to provide according to this Lease, from any cause whatsoever.

ARTICLE 9.00: ACTS OF DEFAULT AND LANDLORD'S REMEDIES

9.01 An Act of Default has occurred when:

- a) the Tenant has failed to pay Rent for a period of 15 consecutive days, regardless of whether demand for payment has been made or not;
- b) the Tenant has breached his covenants or failed to perform any of his obligations under this Lease; and
 - i) the Landlord has given notice specifying the nature of the default and the steps required to correct it; and
 - ii) the Tenant has failed to correct the default as required by the notice.
- c) the Tenant has:
 - i) become bankrupt or insolvent or made an assignment for the benefit of creditors;
 - ii) had its property seized or attached in satisfaction of a judgment;

- iii) had a receiver appointed;
 - iv) committed any act or neglected to do anything with the result that a Construction Lien or other encumbrance is registered against the City's property;
 - v) without the consent of the City, made or entered into a license to make a sale of its assets to which the Bulk Sales Act applies;
 - vi) taken action if the Licensee is a corporation, with a view to winding up, dissolution or liquidation;
 - vii) ceased to exist.
- d) the Premises;
- i) become vacant or remain unoccupied by the Tenant for a period of ninety (90) consecutive days or
 - ii) are used by any other person or persons, or for any other purpose than as provided for in this Lease without the written consent of the Landlord.
- e) When an Act of Default on the part of the Licensee has occurred:
- i) the Landlord shall have the right to terminate this License.
- f) If, because an Act of Default has occurred, the Landlord exercises its right to terminate this Lease prior to the end of the Term, the Tenant shall nevertheless be liable for payment of the Rental Fee and all additional fees and all other amounts payable by the Tenant in accordance with the provisions of this Lease.
- g) If, when an Act of Default has occurred, the Landlord chooses not to terminate the Lease, the Landlord shall have the right to take any and all necessary steps to rectify any or all Acts of Default of the Tenant and to charge the costs of such to the Tenant.
- h) If, when an Act of Default has occurred, the Landlord chooses to waive its right to exercise the remedies available to it under this Lease or at law, the waiver shall not constitute condonation of the Act of Default, nor shall the waiver be pleaded as an estoppel against the Landlord to prevent its exercising its remedies with respect to a subsequent Act of Default. No covenant, term, or condition of the Lease shall be deemed to have been

waived by the Landlord unless the waiver is in writing and signed by the Landlord.

ARTICLE 10.00: TERMINATION UPON NOTICE AND AT END OF TERM

10.01 If the Landlord desires at any time to remodel or demolish the Premises or any part thereof, to an extent that renders continued possession by the Tenant impracticable, the Tenant shall, upon receiving 180 clear days' written notice from the Landlord:

- a) surrender this Lease, including any unexpired remainder of the Term; and
- b) vacate the Premises and give the Landlord possession.

10.02 If the Premises are subject to an Agreement of Purchase and Sale or if the Premises are expropriated or condemned by any competent authority:

- a) the Landlord shall have the right to terminate this Lease by giving 90 clear days' notice in writing to the Tenant; or
- b) the Landlord may require the Tenant to vacate the Premises within 30 days from payment by the Landlord to the Tenant of a bonus equal to three months' rent, but payment of said bonus shall be accompanied or preceded by written notice from the Landlord to the Tenant advising of the Landlord's intent to exercise this option.

10.03 The Tenant agrees to permit the Landlord during the last three months of the Term of this Lease to display "For Rent" or "For Sale" signs or both at the Premises and to show the Premises to prospective new tenants or purchasers and to permit anyone having written authority of the Landlord to view the Premises at reasonable hours.

10.04 If the Tenant remains in possession of the Premises after termination of this Lease as aforesaid and if the Landlord then accepts rent for the Premises from the Tenant, it is agreed that such overholding by the Tenant and acceptance of Rent by the Landlord shall create a monthly tenancy only but the tenancy shall remain subject to all the terms and conditions of this Lease except those regarding the Term.

ARTICLE 11.00: ASSIGNMENT

11.01 The Tenant shall not assign this Lease or sublet the whole or any part of the Premises unless he first obtains the consent of the Landlord in writing, which consent shall not be unreasonably withheld, and the Tenant hereby waives his right to the benefit of any present or future Act of the Legislature of Ontario which

would allow the Tenant to assign this Lease or sublet the Premises without the Landlord's consent.

11.02 The consent of the Landlord to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting.

11.03 Any consent granted by the Landlord shall be conditional upon the assignee, sublessee or occupant executing a written agreement directly with the Landlord agreeing to be bound by all the terms of this Lease as if the assignee, sublessee or occupant had originally executed this Lease as Tenant.

11.04 Any consent given by the Landlord to any assignment or other disposition of the Tenant's interest in this Lease or in the Premises shall not relieve the Tenant from his obligations under this Lease, including the obligation to pay Rent and Additional Rent as provided for herein.

11.05 If the party originally entering into this Lease as Tenant, or any party who subsequently becomes the Tenant by way of assignment or sublease or otherwise as provided for in this Lease, is a corporation then:

- a) the Tenant shall not be entitled to deal with its authorized or issued capital or that of an affiliated company in any way that results in a change in the effective voting control of the Tenant unless the Landlord first consents in writing to the proposed change;
- b) if any change is made in the control of the Tenant corporation without the written consent of the Landlord then the Landlord shall be entitled to treat the Tenant as being in default and to exercise the remedies stipulated in Article 9.00 of this Lease and any other remedies available in law;
- c) the Tenant agrees to make available to the Landlord or his authorized representatives the corporate books and records of the Tenant for inspection at reasonable times.

ARTICLE 12.00: ACKNOWLEDGEMENT BY TENANT

12.01 The Tenant agrees that he will at any time or times during the Term, upon being given at least 48 hours' prior written notice, execute and deliver to the Landlord a statement in writing certifying:

- a) that this Lease is unmodified and is in full force and effect (or if modified stating the modifications and confirming that the Lease is in full force and effect as modified);
- b) the amount of Rent being paid;

- c) the dates to which Rent has been paid;
- d) other charges payable under this Lease which have been paid;
- e) particulars of any prepayment of Rent or security deposits; and
- f) particulars of any subtenancies.

ARTICLE 13.00: NOTICE

13.01 Any notice required or permitted to be given by one party to the other pursuant to the terms of this Lease may be given:

To the Landlord

The Corporation of the City of Kawartha Lakes
26 Francis Street, P.O. Box 9000
Attention: Clerk
Lindsay, ON K9V 5R8
Fax: 705-324-8110

To the Tenant

Eric B. Robinson Limited
3187 Highway 35, Hangar 1 Lindsay Airport
Lindsay, ON K9V 4R1
Fax: 705-878-4988

13.02 The above addresses may be changed at any time by giving 10 days' written notice.

13.03 Any notice given by one party to the other in accordance with the provisions of this Lease shall be deemed conclusively to have been received on the date delivered in if the notice is served personally or 72 hours after mailing if the notice is mailed.

ARTICLE 14.00: REGISTRATION

14.01 The Tenant hereby acknowledges and agrees that this Lease does not create or confer on the Tenant any interest in the Premises, that this Lease is personal to the Tenant and that this Lease merely confers on the Tenant the right to enter onto and occupy the Premises for the Term for the sole purpose of planting, caring for, and harvesting crops. Accordingly, the Tenant agrees that it shall not at any time register notice of or a copy of this Lease on title to the Premises or the property of which the Premises forms part.

ARTICLE 15.00: AMENDMENT

- 15.01 No alteration, amendment, change or addition to this Lease shall be binding on the Landlord and/or the Tenant unless such alteration, amendment, change or addition is reduced to writing and signed by both the Landlord and the Tenant.

ARTICLE 16.00: ENTIRE LEASE

- 16.01 It is agreed and understood that this Lease (including the schedules referred to herein, which are hereby incorporated by reference) constitutes the entire Lease between the parties with respect to the subject matter hereof and supersedes all prior arrangements, proposals, understandings and negotiations, both written and oral, between the parties or their predecessors with respect to the subject matter of this Lease.

ARTICLE 17.00: GENERAL MATTERS OF INTENT AND INTERPRETATION

- 17.01 Each obligation under this Lease is a covenant.
- 17.02 The headings in the Lease are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- 17.03 This Lease is to be read with all changes of gender or number required by the context. All provisions of this Lease creating obligations on either party will be construed as covenants.
- 17.04 The Tenant may not assign this Lease and no waiver, amendment or modification of this Lease will be effective unless in writing and signed by both parties.
- 17.05 It is particularly understood and agreed that this Lease shall not be deemed to be nor intended to give rise to a partnership between the parties, nor to entitle the Tenant to any future interest in any part of the Premises beyond the term of this Lease.
- 17.06 The Tenant acknowledges that the Landlord reserves the rights of itself, its directors, employees, agents, contractors and assigns to enter the Premises at any reasonable time to:
- a) consult with the Tenant; and
 - b) make repairs, improvements and inspections, or place works, in, on or adjacent to the Premises, provided that the Landlord will make its best efforts not to damage or adversely interfere with any of the Tenant's crops, chattels


or equipment located in or on that portion of the Premises to which this Lease relates.


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

IN WITNESS WHEREOF the parties have attested by their hands or the hands of their respective officers duly authorized in that behalf and by their signatures agree to be bound by the terms of this Lease Agreement.

Dated at Kawartha Lakes this 7th day of March, 2019.

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

PER: 
Name: Andy Letham
Title: Mayor

PER: 
Name: ~~Gathie Ritchie~~ Ann Rooth
Title: ~~City Clerk~~ Deputy Clerk

We have authority to bind the Corporation

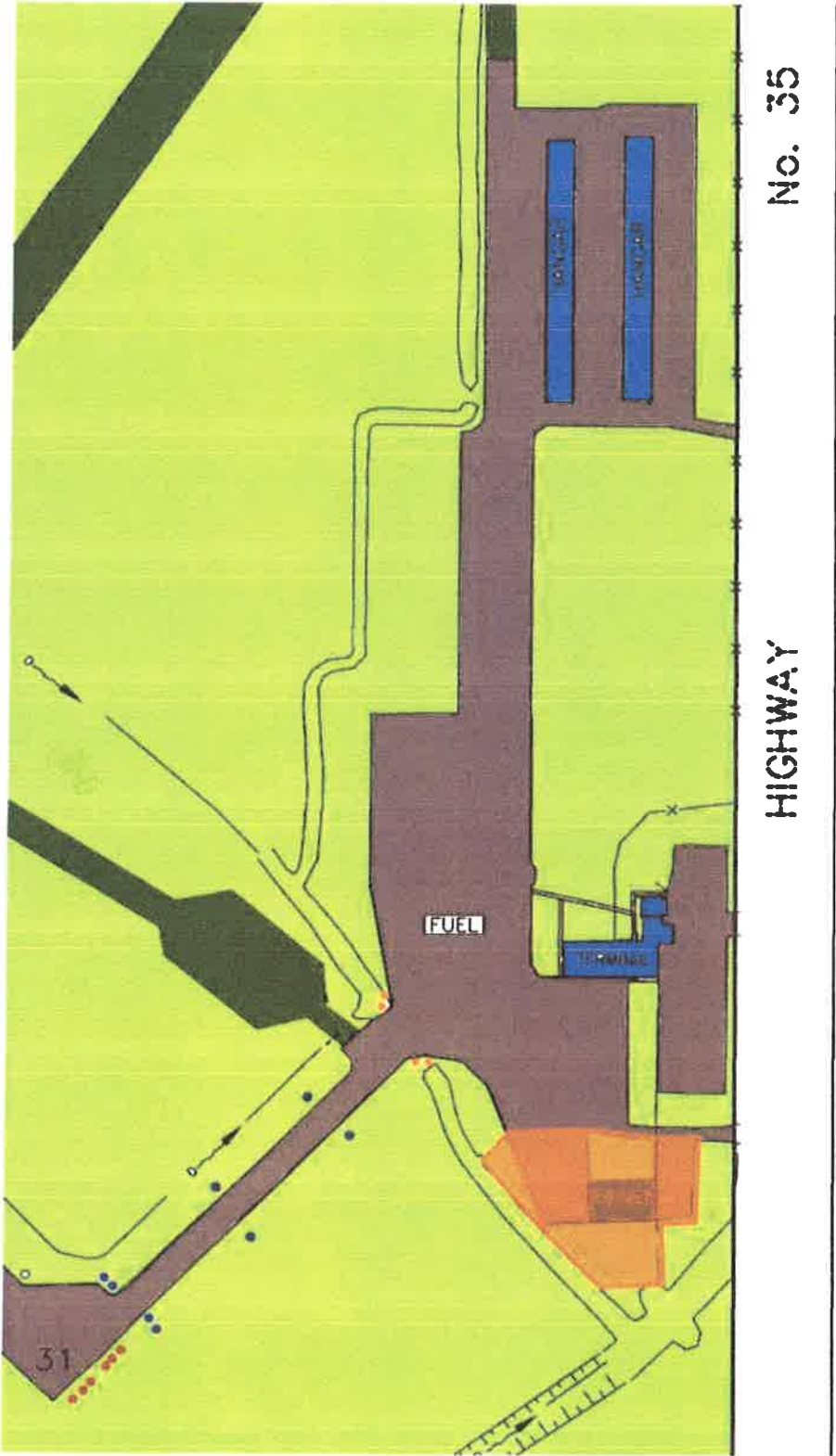
Dated at LINDSAY this 11 day of APRIL, 2019.

ERIC B. ROBINSON LIMITED

PER: 
Name: Brian Robinson
Title:

I have authority to bind the Corporation

SCHEDULE A



AGREEMENT made this 1st day of April of 2021

B E T W E E N

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

hereinafter called the "Landlord"

–and–

HORIZON AIRCRAFT, INC.

hereinafter called the "Tenant"

1. PREMISES

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

In the geographic Township of Ops, City of Kawartha Lakes, municipally known as 3187 Highway 35 North, Lindsay, and legally described as part of the North half of Lot 23, Concession 3; part of Lot 24, Concession 3; part of the south half of Lot 25, Concession 3; as in VT63568, A12243 & VT63532, further identified on Schedule "A" outlined in red, located within the General Aviation Area at the Kawartha Lakes Municipal Airport.

hereinafter referred to as the "Demised Premises"

2. TERMS AND CONDITIONS

The lease shall be for a term of six (6) months commencing the 1st day of April, 2021 and concluding on the 30th day of September, 2021 ("the Term"), unless terminated in accordance with this lease.

3. QUIET ENJOYMENT

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

4. RENT

- a) YIELDING AND PAYING rent for a six month period unto the Landlord, in advance, on the 1st day of April, the Rent for the Term in the amount of Seven Thousand, Eight Hundred dollars (\$7,800.00) ("the **Rent**") plus HST.
- b) The Tenant may elect to pay the Rent for the term in monthly installments of One Thousand, Three Hundred dollars (\$1,300.00) plus HST and shall be paid in full monthly prior to the 1st day of the month.
- c) For clarity, HST means the goods and services tax imposed under the *Excise Tax Act* (Canada) and any goods and services taxes, value added, sales, use, consumption or other similar taxes of whatsoever name imposed by the Government of Canada or by a provincial or local government having jurisdiction.
- d) For any extension of the Term thereof, the Annual Rent shall be negotiated but largely upon the same terms and conditions as set out herein.
- e)

5. NET LEASE AND RENT

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

6. NUISANCE

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

7. USE

The Tenant or any occupant shall use and occupy the Demised Premised only for the purpose of recreational aircraft hangar, engineering and design aircraft business.

8. REFUEL

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

9. MAINTENANCE, REPAIR AND REPLACEMENT

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

- a) Storage of rubbish, refuse, debris or other objectionable material;
- b) Storage of inflammable or explosive substances; and
- c) Fuels, other than fuel tanks internal to the stored aircraft.
- d) Any fuel or substance related to aircraft repair or maintenance in unapproved containers or in any quantity in excess of 5 gallons.

10. TOXIC SUBSTANCE AND WASTE

- a) The Tenant covenants not to bring onto the Demised Premises or the Airport any toxic or hazardous materials, except in the quantity permitted by law. The Tenant shall use, store, handle and treat such materials in accordance with applicable law.
- b) The Tenant shall be responsible for the proper removal and disposal of all hazardous or toxic substances, materials or wastes, pollutants or contaminants, aircraft fluids, petroleum products or by-products.
- c) The Tenant shall not discharge or cause to be discharged or however pass into the sewer systems, storm drains or surface drainage facilities, at the Airport, any deleterious material or noxious, contaminated or poisonous substances;
 - i. In the event of a discharge or escape of such deleterious materials or noxious, contaminated or poisonous substance in and under the control of the Tenant, the Tenant shall terminate and rectify all damage or injury therefrom to the satisfaction of the Landlord; and
 - ii. The Tenant shall save the Landlord harmless against and from any and all liabilities, obligations, damages, penalties, claims, cost including compliance and clean-up costs, charges, expenses and disbursements

including, without limitation, legal fees and expenses, fees of expert witnesses, engineers and other consultants which may be imposed upon, incurred by or asserted against the Landlord by reason of any environmental contamination of the premises caused by the Tenant or its employees, agents or invitees.

11. CONSTRUCTION AND REMOVAL

- a) The Tenant covenants not to make any changes in surfacing, grade or landscaping, at or on the Demised Premises, except in accordance with plans which have been submitted to, and approved in writing by the Landlord and to make any such changes expeditiously in a good and workmanlike manner, including proper clean-up to the reasonable satisfaction of the Landlord;
- b) The Tenant shall, at the end of the Term hereof, if so directed by the Landlord, remove from the Demised Premises at his own expense the Hangar and any building or other improvements, structures or fixtures thereon, provided that the Demised Premises shall be returned to their original condition, to the reasonable satisfaction of the Landlord. For clarity, the Tenant will repair any damage caused to the Demised Premises as a result of any removal of any buildings, structures, fixtures, and improvements thereon (including without limitation the Hangar).

12. COMPLIANCE WITH LAW AND OTHER POLICIES

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

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

13. INSURANCE

- a) The Tenant covenants that he will not do or permit to be done any act or thing which may make void or voidable any insurance upon any building, or part thereof, upon the said Demised Premises, or which may cause any increased or additional premium to be payable for any such insurance. The Tenant shall,

throughout the Term of this Lease and at its sole cost and expense keep in force insurance policies described as follows:

- i. A General Aviation Liability policy, with a combined limit of not less than \$2,000,000 for bodily injury and property damage, to provide coverage for the Demised Premises, hazard of the hangar and the Tenant's operations in and about the hangar and elsewhere on the airport property. The policy shall include the Landlord as an additional insured and shall contain a clause requiring 30 days written notice be given to the Landlord of any material change, cancellation or non - renewal of the policy;
 - ii. All Risk Property Insurance to cover the value of all buildings, fixtures, improvements, structures and other Tenant's property on the Demised Premises including without limitation the Hangar; and
 - iii. Any other insurance coverage the Landlord, acting reasonably, may require
- b) The Tenant's insurance shall be with insurers acceptable to the Landlord, and the Tenant will provide to the Landlord a Certificate of Insurance.
 - c) The Landlord assumes no responsibility for damage by fire, theft or otherwise whatsoever, to the goods, chattels, fixtures and improvements of the Tenant or of any other person.

14. REVIEW OF INSURANCE COVERAGE

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

15. INDEMNIFICATION

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

16. CONSTRUCTION LIEN

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

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

17. LANDLORD'S REMEDIES

a) GENERAL

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

b) RECOVERY OF PAYMENT

In section 20 a, such taxes or accrued portion thereof shall be recoverable by the Landlord in the same manner as the rent hereby reserved.

c) PROVISIO FOR RE-ENTRY ON DEFAULTS BY THE TENANT If:

- i. the Tenant shall default in the payment of rent or any other sums required to be paid to the Landlord by any provision of this Lease and the Landlord shall have given to the Tenant notice of such default, and at the expiration of ten (10) days after the giving of such notice the default shall continue to exist; or
- ii. the Tenant shall default in performing or observing any of its other covenants or obligations under this Lease, or any contingency shall occur which by the terms of this Lease constitutes a breach hereof or confers upon the Landlord the right to re-enter or forfeit or terminate this Lease, and the Landlord shall have given to the Tenant notice of such default or the happening of such contingency, and at the expiration of ten (10) days after the giving of such notice the default or contingency shall

continue to exist (or, in the case of a default or contingency which cannot with due diligence be cured within a period of ten (10) days, the Tenant fails to proceed promptly after the giving of such notice even though it thereafter proceeds with due diligence to cure the same); or

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

d) LANDLORD'S RIGHT TO CURE DEFAULTS

The Landlord (without limiting any other remedy which it may have) shall have the right at all times to enter the Demised Premises and any structures, improvements and fixtures thereon, for the purpose of curing any default of the Tenant, and no such entry for such purpose shall be deemed to work a forfeiture or termination of this Lease, and the Tenant shall permit such entry. The Landlord shall give not less than twenty-four (24) hours' notice to the Tenant of its intention to enter for such purpose, but may enter upon a shorter period of notice, or without notice where in the Landlord's reasonable judgment there is real or apprehended emergency or danger to persons or property, or where any delay in remedying such default would or might materially prejudice the Landlord. The Tenant shall reimburse the Landlord upon demand for all expenses incurred by the Landlord in remedying any default, together with interest hereon at the prime lending rate of The Canadian Imperial Bank of Commerce plus five percent (5%) per annum from the date incurred until paid. The Landlord shall be under no obligation to remedy any default of the Tenant, and shall not incur any liability to the Tenant for any action or omission in the course of its remedying or attempting to remedy any such default unless such act amounts to intentional misconduct or gross negligence of the Landlord.

e) **NO EXEMPTION FROM DISTRESS**

- i. Notwithstanding the benefit of any present or future statute taking away or limiting the Landlord's right of distress, none of the goods and chattels of the Tenant on the Demised Premises at any time during the set Term shall be exempt from levy by distress for rent in arrears.
- ii. This covenant and agreement may be pleaded as an estoppel against the Tenant in any action brought to test the right to the levying upon any such goods as are named as exempted in any Act above referred to, the Tenant waiving, as he hereby does, all and every benefit that could or might have accrued to him under and by virtue of any such Act for the above covenant.

f) **REMEDIES OF LANDLORD ARE CUMULATIVE**

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

18. RELOCATION

- a) Should the Landlord require the Demised Premises, the Landlord upon at least thirty (30) day's written notice to the Tenant, may require the Tenant to relocate to an alternative location, provided that the Landlord shall pay the Tenant's reasonable costs of relocation.
- b) Should the Tenant wish to relocate to an alternative location, the Tenant shall first obtain the Landlord's written consent. The Tenant shall be responsible for one hundred percent (100%) of the Tenant's cost of relocation.

19 HOLDING OVER

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

20. RIGHT OF ENTRY

The Landlord or the Landlord's representatives shall have the rights with twenty-four (24) hour notice, during normal business hours unless in the case of an anticipated or current emergency, to enter the Demised Premises to inspect

- a) general condition and state of repair thereof;
- b) to make repairs permitted under the Lease;
- c) to show the Demised Premises to any prospective tenant, purchaser or lender;
or
- d) for any other reasonable and lawful purpose.

21. GRASS CUTTING AND SNOW PLOWING

The landlord will be responsible for all grass cutting and snow removal to within two feet of the hangar for the Demised Premises.

22. INTERPRETATION

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

23. ENTIRE AGREEMENT

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

24. AMENDMENTS AND WAIVERS

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

25. SUCCESSORS AND ASSIGNS

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

26. SURVIVAL

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

27. SEVERABILITY

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

28. ELECTRONIC SIGNATURES

This Agreement may be executed and delivered by facsimile or other electronic means, which electronic copies shall be deemed to be original.

29. NOTICES

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

a. if to the Landlord:

The City of Kawartha Lakes
26 Francis St.
Box 9000
Lindsay, On. K9V5R8

Attention: Clerks

b. if to the Tenant:

Horizon Aircraft Power Systems Inc.
18 Hayeraft St.
Whitby, On. L1P 0C6

Attention: Brandon Robinson

30. FREEDOM OF INFORMATION

The Tenant understands and agrees that this Lease and any materials or information provided to the Landlord, relating to this Lease may be subject to disclosure under the *Municipal of*

Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56, as amended, or as otherwise required by law.

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

Executed at Whitby, Ontario on the 26th day of April 2021

**HORIZON AIRCRAFT POWER SYSTEMS
INC.**

Per:



Name: Brandon Robinson

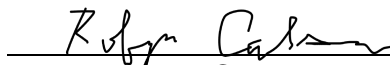
Title: Chief Executive

I have authority to bind the Tenant

Executed at Uxbridge, Ontario on the 27th day of April 2021

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

Per:



Name: Robyn Carlson

Title: Solicitor

I have authority to bind the Corporation in accordance with By-Law 2016-009, section 5.03, subsection 3.

SCHEDULE A



Schedule%20A.pdf

Airport



Legend

- Property Roll Number
- Property PIN
- Road Centreline (2016 Needs)

Notes

Notes

0.11

Kilometers

WGS_1984_Web_Mercator_Auxiliary_Sphere
© City Of Kawartha Lakes



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

Council Report

Report Number: RS2021-035

Meeting Date: September 21, 2021

Title: **Proposed Amendments to Dock Encroachment Policy CP2018-001 - Update**

Description: Updated Proposed Amendments to Dock Encroachment Policy CP2018-001 following Public Consultation Period

Author and Title: Sharri Dyer, Manager – Realty Services

Recommendations:

That Report RS2021-035, **Proposed Amendments to Dock Encroachment Policy CP2018-001 - Update**, be received.

Department Head: _____

Financial/Legal/HR/Other: _____

Chief Administrative Officer: _____

Background:

At the Council Meeting of February 13, 2018, Council adopted the following resolution:

CR2018-074

Moved By Councillor Dunn

Seconded By Councillor James

That Report 2018-006, **Proposed By-law to Regulate Encroachments onto City Property**, be received;

That the City Lands Encroachment By-law attached as Appendix A be approved;

That the policy entitled, Dock Encroachments, attached as Appendix B to Report 2018-006, be adopted and numbered for inclusion in the City's Policy Manual;

That the Consolidated Fees and Charges By-law 2016-206 be amended accordingly; and

That the necessary by-laws be brought forward for adoption.

Carried

The framework of CP2018-001 – Dock Encroachments allows the City to deal with dock encroachments in a reactive manner, by offering License Agreements if an application is received directly from a dock owner, or if a complaint is received by Municipal Law Enforcement regarding an encroaching dock.

Currently the only areas that are regulated by License Agreements are Thurstonia, Kenstone Beach and Hickory Beach. In the case of Thurstonia and Kenstone Beach, the dock encroachments were historically permitted by the former Townships, and continued to be allowed upon amalgamation through a permit system run through Community Services. When the permits for those areas expired in 2018, both areas became regulated under CP2018-001 and dock owners were offered License Agreements for a 5-year term in accordance with that policy.

One of the major complaints received from Thurstonia and Kenstone Beach residents was that they felt that it was unfair that they were required to pay annual License fees and maintain insurance on their docks, when there are other areas within the City where docks exist on City property without any formal agreements in place.

Staff brought forward RS2021-004 at the February 9, 2021 Council meeting which introduced policy amendments and recommended that Council direct staff to obtain public input on the proposed amendments and report back to Council by the end of Q3.

At the Council Meeting of February 9, 2021, Council adopted the following resolution:

CW2021-036

Moved By Councillor Dunn

Seconded By Councillor Yeo

That Report RS2021-004, **Proposed Amendments to the Dock Encroachment Policy CP2018-001**, be received;

That the proposed amendments to the Dock Encroachment Policy CP2018-001 be referred to staff for revision and report back at the March 9, 2021 Committee of the Whole Meeting based on comments received from Council; and

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

Carried

In response, Staff made the following revisions to the Dock Encroachment Policy CP2018-001:

1. Added to definitions for “dock” and “boathouse”, and added definition of “front lot owner”
2. Changed the policy to exclude existing back lot owners from Cedar Glen and Hickory Beach in addition to Hazel Street.
3. Changed the Philosophy section to note that Schedule A sets out the proactive docking plan and specify that License Agreements would only be granted on shoreline road allowances and only to front lot owners
4. Changed the minimum spacing between structures from 10 metres to 6 feet
5. Specified that the 3 metre setback requirement would be dealt with as structures require major repair
6. Added permission to store docks on the road allowance during winter months, in areas where a 3 metre setback can be maintained, otherwise winter storage to occur on Licensee’s property
7. Changed the fee structure – docks to remain at \$150.00 per year, boathouses to increase to \$400.00 per year, dock and boathouse \$550.00 per year, and specified that these fees will increase by the Cost of Living index on a yearly basis, unless Licensee pays for the entire 5 – 10 year term upfront
8. Removed note that Realty Services would decide which area(s) would go through the Licensing process each year

9. Added note that requests for new docks/boathouses would be denied
10. Added note that areas not identified for proactive enforcement can make application to request a License Agreement, in which case the Land Management Team would make a determination concerning the entire area
11. Added note that Realty Services will reach out to residents as per the schedule set out in Schedule A of the CP2018-001 Dock Encroachment Policy
12. Set out "Harassment or Workplace Violence" as a specific section and added that if an applicant/Licensee receives a letter outlining an incident of violence or harassment, they may choose to use a representative to continue their process with City staff
13. Added Schedule A – Long Term Docking Plan
14. Added Schedule B – Aerial Photos of Proactive Docking Area
15. Added Schedule C – Example of Front Lot versus Back Lot owner

and brought the matter back to Council at the March 9, 2021 meeting.

At the Council Meeting of March 9, 2021, Council adopted the following resolution:

CW2021-058

Moved By Deputy Mayor O'Reilly

Seconded By Councillor Veale

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

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

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

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

Carried

The purpose of this Report is to provide Council with a summary of the feedback received on the first iteration of the amendments to the Dock Encroachment Policy CP2018-010, and to propose further amendments to the Dock Encroachment Policy to address those concerns.

Rationale:

Public Input Received and Response

In accordance with Council direction, staff posted a survey (the “Survey”) on the City website seeking public input on this issue. The Survey was originally scheduled to run until July 31, 2021 but was extended to August 31, 2021 to capture the entire summer. The input included herein consists of the results of that Survey as well as the input received by e-mail from the start of the process until the close of the Survey. The City received 362 responses to the Survey, 267 (73.8%) of those had a dock and 95 (26.2%) did not. The City also received 55 responses by e-mail or mail, information from which is included in this report.

Based on a review of the input received, Realty Services has made several revisions to the proposed policy to address the concerns expressed.

One of the main concerns arose with respect to the potential amendment to prevent “back lot owners” from renewing their licenses, or obtaining licenses, as the case may be.¹ A back lot owner was defined as any dock owner whose house was not adjacent to the City property on which the dock was located. This would remove a large majority of docks from Hazel Street (Thurstonia) and Cedar Glen Road. In response to this, **Staff amended the proposal to continue to allow the vast majority of back lot owners to have docks on the road allowance, but to prohibit those outside of walking distance² from docking on the City road allowances.**

Realty Services conducted measurements on Hazel Street in **Thurstonia** to determine the impact of the proposed. **Out of the 176 licensed docks in the area, 10 did not qualify for renewal.**

The same process was undertaken in **Cedar Glen Road**. Based on the calculations for this area, **out of 34 docks, 9 would not qualify using this definition.**

Licensing/renewing only persons within walking distance would address one of the often mentioned concerns of excessive traffic and parking along the road during the summer.

If only dock owners that reside close enough to their docks that they would be willing to walk according to the MTO definition are approved for licenses, it would reduce the desire/need to drive to the waterfront. Those residents that are not close enough to

¹ Unsurprisingly, this was a concern expressed by back lot owners. Front lot owners, on the other hand, expressed the competing interest in purchasing the waterfront across from their homes.

² 400 m, based on guidance from the Ministry of Transportation.

their docks that they would be willing to walk according to the MTO definition could access the water from other public access points. The policy has also been further amended to alleviate this situation to state that:

“Parking by licensees is prohibited on Hazel Street and Cedar Glen Road other than when the owner is putting their boat into the water at the beginning of the season or taking their boat out of the water at the end of the season.”

This change would also help with the issue of overcrowding which 34.0% of the Survey respondents felt was an issue and about which 10.2% were undecided. This is shown in a graph of the Survey results for question 9 which asked about overcrowding, attached as Appendix A.

Another change to the policy to help with the overcrowding issue was that a restriction against waterfront owners also having docks on City owned land was added. This would impact one dock in Cedar Glen. This is to prevent people who have alternative access to docking from crowding out those who do not have this alternative.

Another issue that was brought up numerous times was the restriction against **water and hydro** in boathouses. This was mentioned in several of the emails the City received as well as in the Survey. The original intent of this provision was to prevent boathouses from being used as additional living spaces. This provision has been clarified by permitting “hydro for the purposes of lighting docks, boathouses and staircases and to power water bubblers for water intake lines. Hydro is not permitted for the purposes of allowing living accommodation on City-owned lands along the waterfront.”

Many of the concerns were captured by Question 10 of the Survey: Do you have a concern with any of the following? This was followed by a list of examples based on the complaints/concerns received by Realty Services in the past:

- Docks limiting your access to water
- Safety concerns due to docks
- Parking/traffic concerns due to docks
- Docks limiting your view of the water
- Docks reducing the attractiveness of your property and view
- No concerns
- Other

Set out in Appendix A is the response to that question.

Spacing between Structures

The proposed amendments require a 2-metre (6 feet) spacing between adjacent docks/boathouses/boatlifts. In other words, a licensee must have, on either side of his dock/boatlift/boathouse, a 6-foot spacing to the dock/boatlift/boathouse of his neighbour. The required spacing will prevent overcrowding, which in turn creates a more pleasing aesthetic of the waterfront area and will allow public access to the waterfront.

The removal of persons within walking distance will not achieve appropriate spacing in Thurstonia, however, it is anticipated to achieve appropriate spacing in Cedar Glen. Approximately half of the remaining docks would need to be removed from Thurstonia to achieve this requirement. Accordingly, at the time of renewal of the Thurstonia licenses (2023; for the 2024-2029 period) this will be addressed by including in those licenses a term that provides that the license cannot be transferred to subsequent owners in the event of a sale/transfer. This will allow for a very gradual removal of docks over the next 20 to 40 years, as people transfer/sell their properties due to death or relocation.

Setback from the Road

Another concern expressed by dock owners, especially those along Grove Road, Fenelon Falls, was the requirement that structures must be set back a minimum of three metres from the edge of the travelled road. This will protect the motoring public that leaves the roadway. This, in turn, will result in reduced exposure to costs to the municipality.³ This setback also lessens the strike hazard during snowplow operations and allows sufficient space for snow storage.

This has been addressed to clarify that structures within 3 feet of the edge of the travelled roadway – that cannot be easily relocated/ relocated with minimal cost – must be brought into compliance (moved away from the roadway) at the time of substantial renovation/repair to the structure. This will allow for a very gradual improvement of safety and operational concerns over the next 20 to 40 years, as people repair their structures due to age. This will not result in the acceleration of cost expenditure to the licensees.

Fees

Another common complaint from Licensees in Thurstonia and Kenstone was that it was unfair to charge the same fee for a small dock as a large boathouse structure.

³ The City is currently paying \$224,000.00 per year in increased insurance costs relating to one incident where a driver left the travelled roadway and struck a stump within the road allowance.

The fee for a dock is proposed to remain at the existing fee of \$150.00 annually, and the fee for a boathouse is proposed to be set at \$400.00 (an increase from the current fee of \$150.00). This fee would apply to all boathouses no matter how many solid walls they have and would include a structure with a roof but no solid walls, given the increased risk of injury if the structure is moved or dislodged by wind. The increased fees are to reflect the fact that dock/boathouse space on municipal property is a privilege that not all residents are afforded, accordingly it should result in covering the costs of City staff administering the License Agreements.

Longer Licenses

A further proposed change is to allow for longer licenses in certain circumstances. Currently, CP2018-001 only allows for the City to enter into License Agreements for five year terms. The proposed amendments will allow for ten year terms when all the docks and boathouses in the area are on road allowance located directly across from the privately-owned property owned by the same owner.

No New Encroachments

Existing docks and boathouses may be approved for License Agreements; no new docks, dock expansions, or boathouses or boathouse expansions will be permitted.

Safe Workspace Requirements

The proposed amendments concern adherence to the City of Kawartha Lakes' Management Directive MD2016-013 "Workplace Violence and Harassment".

Members of the public requested further details, to ensure procedural fairness. Accordingly, Staff provided additional procedural fairness details in the policy.

A member of staff who is concerned that a member of the public is threatening the staff member's safety will contact his/her manager. The manager will review the matter and determine whether or not it can be determined, by reliable evidence such as emails or recorded voice mails, that the member of the public has threatened or engaged in violence or harassment. If so, the manager will communicate to the applicant/licensee, specifying the problematic communication and the manager's determination as to the nature of the communication (i.e. violence/harassment). The manager will direct the applicant to respond to the allegations to the satisfaction of the manager or to not engage in further communications of that nature with City Staff. That same applicant/licensee will be afforded the opportunity to work with the City through an agent, including his/her Councillor, directly with Management, or entirely by written communication should further communications (1 or more) result in a similar

determination of management. If the applicant/licensee elects to continue to send violent or harassing communications to Staff despite Management's attempts to intervene, Management will draft a Confidential Staff Report requesting direction to terminate the application or license agreement. The applicant/licensee will be afforded an opportunity to review the allegations and respond, which response will form part of the Staff Report seeking direction.

Removal of the dock/boathouse will be at the applicant/Licensee's sole expense.

Docking on Road Allowances Leading to Water & Docking on Open Space, Common Water Access Blocks

Based on recent direction received from Council with respect to specific instances of docking on road allowances leading to water, Staff have further amended the policy to allow existing docks and boathouses to remain in these areas, provided the dock is available for common/public use and the structures do not impact public water access and use.

Staff have extrapolated Council's direction on road allowances leading to water to apply the same direction to water on open space, common water access blocks, as the same considerations apply. Accordingly, Staff have further amended the policy to allow existing docks and boathouses to remain in these areas, provided the dock is available for common/public use and the structures do not impact public water access and use.

Fire Pits, Barbeques, and Other Sources of Fire or Flames

The policy has been updated to note that fire or flames are not permitted on docks or in boathouses, including, but not limited to, fire pits, fire bowls, fireplaces, and barbecues. This was not added in response to public concern but rather on the request of the Fire Department, which advises they often have to attend City property to deal with fire complaints.

Waterfront Closure to Public Access

Staff propose to stop up and close portions of the shoreline road allowance where exclusive use by licensees is occurring, in order to better protect their assets and better reflect the on-the-ground realities of exclusive use of the waterfront. This will require a by-law to be presented to and passed by Council.

Other Alternatives Considered:

Outside the scope of this policy and this report is Realty Services' general approach to land sales. Certain docks in certain areas, such as along **Grove Road**, Fenelon Falls, may qualify for sale rather than license. Where this is an option (such as where the sale will not impact road operations), this will be pursued as the better option and an alternative to licensing. In fact, several parcels along Grove Road have already been transferred in this way.

Alignment to Strategic Priorities:

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

- Good Government
 - Asset Management

Financial/Operation Impacts:

Proactive enforcement of the Encroachment By-law in relation to docks will assist capital works on the roads in the identified neighbourhoods. In other words, it will allow for upgrades to roads in the areas identified.

Proactive enforcement of the Encroachment By-law in relation to docks is anticipated to have a staffing pressure on Municipal Law Enforcement Office and Realty Services Division for the next five years. Land sales have an even greater one-time staffing pressure (as per the alternative offered in the case of portions of Grove Road, for example). However, following this 5-year period, staffing pressures from these encroachments will reduce from the baseline experienced prior to the enactment of the Encroachment By-law in 2018. Community Services noted that they spent 400 hours every two years on Encroachment issues. Public Works did not track their time related to Encroachment issues prior to 2018, but noted that a not-insignificant amount of their time was spent with encroachment issues, as the City was not effectively managing encroachments onto City roadways at that time.

Additional budget and staffing will be requested in the 2022 budget.

Consultations:

Public (via Jump In Survey and direct communications)
Senior Management Team
Trent Severn Waterway

Next Steps:

September 21, 2021 Regular Council Meeting

Results of consultation and proposed resultant policy amendments to be received by Council and for review and consideration.

October 5, 2021 Committee of the Whole Meeting

Proposed amended policy as recommended by Staff to be provided for Council direction. Any public comments can be provided at this meeting for consideration.

October 19, 2021 Regular Council Meeting

Recommendations from Committee of the Whole Meeting to be considered by Council. Final Council decision and/or direction to be provided.

Attachments:

Appendix A – Graphs (Responses to Survey Questions 9 and 10)



Appendix A -
Graphs (Responses 1

Appendix B – Proposed Amendments to Dock Encroachment Policy CP2018-001 (track changes)



Appendix B - DRAFT
Amendments to CP2

Appendix C – Proposed Amendments to Dock Encroachment Policy CP2018-001 (clean copy)

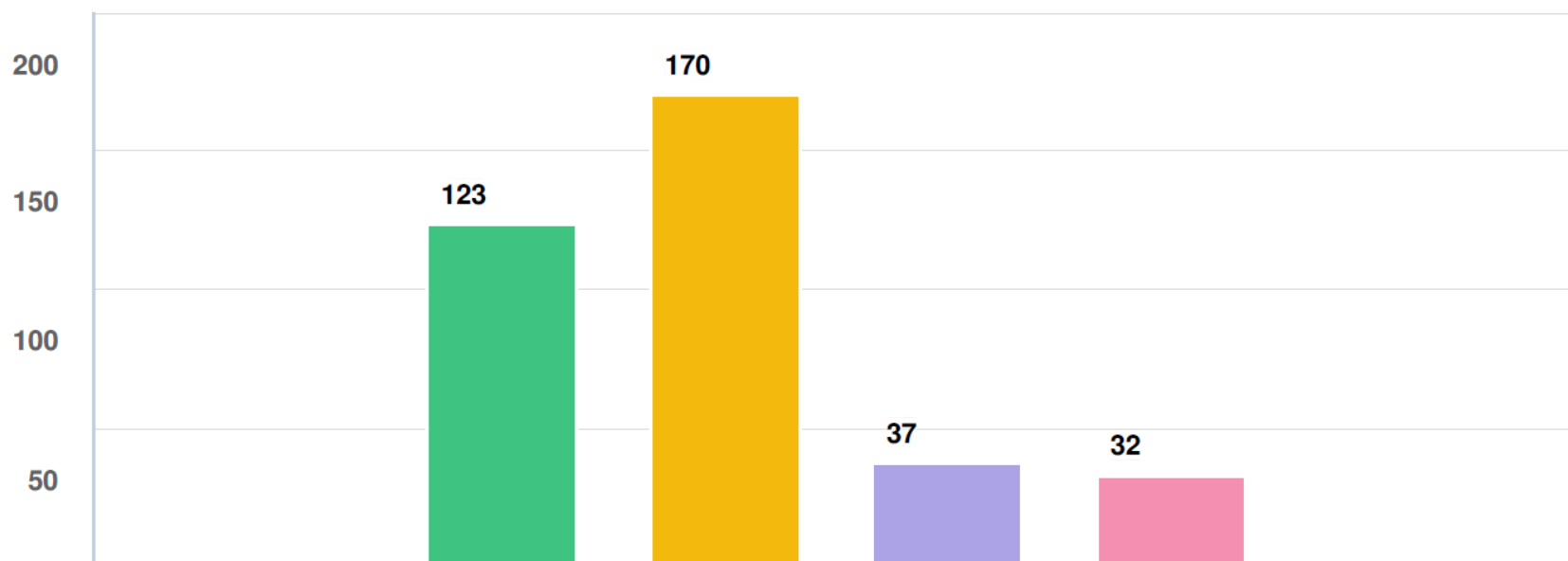


Appendix C - DRAFT
Amendments to CP2

Department Head E-mail: rcarlson@kawarthalakes.ca

Department Head: Robyn Carlson

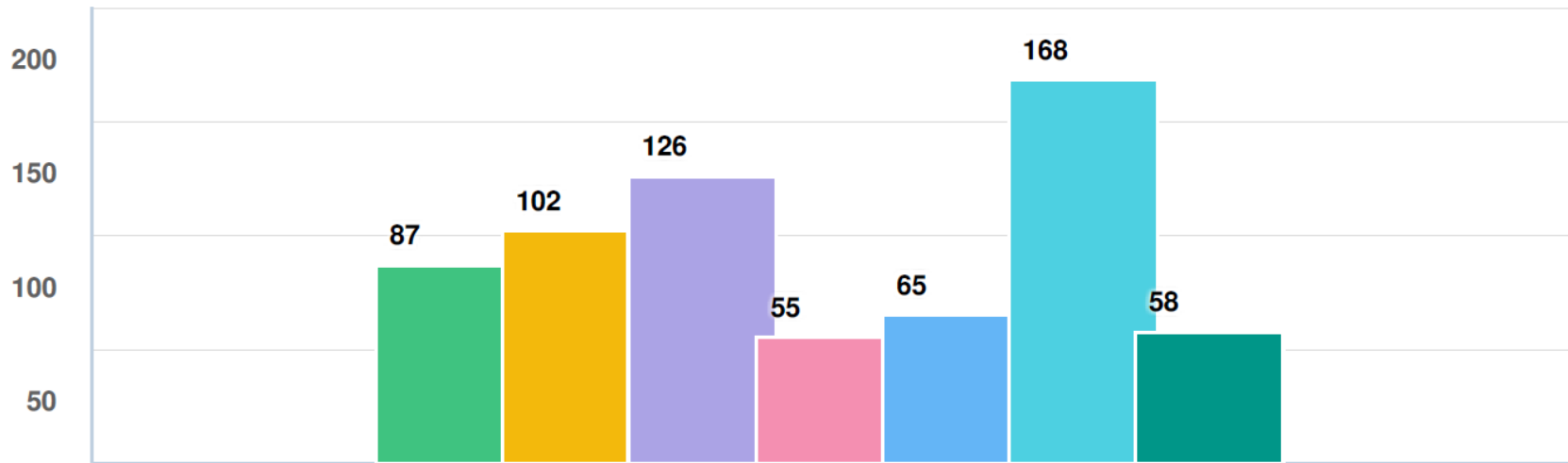
Q9 Do you feel that waterfront overcrowding due to docks is an issue for Kawartha Lakes?



Question options

● Yes
 ● No
 ● Undecided
 ● Please feel free to clarify your response below:

Q10 Do you have a concern with any of the following? Select all that apply.



Question options

- Docks limiting your access to water
- Safety concerns due to docks
- Parking/traffic concerns due to docks
- Docks limiting your view of the water
- Docks reducing the attractiveness of your property and view
- No concerns
- Other (please specify)

Council Policy

Council Policy No.:	CP2018-001
Council Policy Name:	Dock Encroachments
Date Approved by Council:	February 13, 2018
Date revision approved by Council:	
Related SOP, Management Directive, Council Policy, Form	

Policy Statement and Rationale:

The Corporation of the City of Kawartha Lakes requires policies and procedures to regulate dock and boathouse encroachments onto City-owned land. This policy statements sets out the philosophy, principles and procedures for the management of privately-owned docks on land owned by the Corporation. This policy is to be used in conjunction with the City Lands Encroachment By-law.

Section 207 of the Municipal Act, 2001 requires municipalities to adopt policies regarding the sale and other disposition of municipally owned land. To promote consistent, transparent and equitable processes in disposal in a manner consistent with the best interest of the City.

Scope:

This policy covers all real property owned or to be acquired by The Corporation of the City of Kawartha Lakes.

Definitions:

Dock: a structure extending along the shore or out from the shore into a body of water, to which boats may be moored or by which people can access the water (where a dock is licensed, associated stairs, marine rail systems, retaining walls and boatlifts without hard tops or sides are included in the license)

Boathouse: a structure at the edge of a body of water used for housing boats or gear for water enjoyment, including a structure that consists of no solid walls (where a boathouse is licensed, associated stairs, marine rail systems, retaining walls and boatlifts without hard tops or sides are included in the license)

~~Front Lot~~Eligible Owner: any property owner who ~~owns~~ lives ~~directly on a shoreline road allowance (see Schedule C for example).~~

~~Back Lot Owner: within 400 m of their dock, any property owner who does not live directly on a shoreline road allowance (see Schedule C for example).~~

All other definitions herein are as set out in the City Lands Encroachment By-law and the Land Management Policy.

Background:

The Realty Services Division of the CAO's Department currently issues 5-year License Agreements for approved docks and boathouses located in Thurstonia Park and Kenstone Beach.

Accordingly, many dock and boathouse encroachments exist in other areas that have never been expressly permitted by the City, nor have been required to relocate, despite passage of the City Lands Encroachment By-Law 2018-017.

There is a need for uniformity in dock and boathouse License administration throughout the City of Kawartha Lakes.

Philosophy:

Schedule A sets out the proactive docking plan for private docks and boathouse encroachments on City property. This does not constitute a comprehensive list of docking on City property, but identifies the areas of concern, which will be addressed through proactive enforcement. Areas of concern are areas where neighbourhood conflicts exist due to docking, or docking is resulting in encroachment into a travelled roadway with resultant hazards.

Shoreline Road Allowances

Licenses will only be issued for private docks or boathouses on shoreline road allowances. Licenses will not be issued for private docks or boathouses on road allowances leading to water, or on water access parcels.

Front LotEligible Owners

Licenses will only be issued ~~for to front lot owners; and existing back lot owners~~Eligible Owners ~~along the shoreline of Hazel Street (Thurstonia), Cedar Glen Road (Dunsford),~~

~~and Hickory Beach (Fenelon Falls)). Back lot owners elsewhere in the municipality will not be approved for a License agreement,~~ as access to water is limited and the shoreline areas do not have enough space to accommodate all ~~back lot~~non eligible owners.

If a ~~back lot~~non-Eligible owner currently has a Dock License Agreement, that Agreement will remain in effect until such time as it expires.

Waterfront Owners

Licenses will not be issued for waterfront owners as they have alternative access to docking~~are not permitted to have docks on City Owned Lands.~~

Conditions to Approval

Approval for 5 or 10 year License Agreements will be issued for structures in conformity with this policy and where the following conditions to approval have been met:

- Use of the dock or boathouse does not adversely affect the use by others of the property (in areas with Back Lot Owners utilizing the shoreline, shoreline use will not be exclusive; dock or boathouse use will be exclusive)
- Minimum six feet spacing between structures
 - Where adequate spacing does not exist, the license will not transfer to subsequent purchasers/ transferees, except in the case where the owner of the dock owns property immediately across from the dock and adjacent to the road allowance (a “Front Lot Owner”)
- Use does not adversely affect the ability of the City to use, access and maintain its property
 - All docks, boathouses, decks, stairs, and handrails should be set back a minimum of three metres from the edge of a travelled road, to allow for snow plowing and snow storage, and to minimize the strike hazard if a vehicle leaves the travelled road
 - Structures will be required to come into compliance at the time of major repair to the structure
 - Winter storage of docks on the road allowance is permissible where a three metre setback can be maintained. Otherwise, winter storage is to occur in the back yard or side yard of the associated residence.
- No fires on licensed property
- Federal and provincial permits are the obligation of the dock/boathouse owner
- Use does not result in erosion or degradation of fish habitat
- Existing crib docks to be replaced with post/floating docks upon repair
- Continued obligation on the dock/boathouse owner to maintain an active insurance policy on the dock/boathouse with The Corporation of the City of Kawartha Lakes listed as an additional insured

- Continued obligation on the dock/boathouse owner to maintain the dock/boathouse in good repair
- Obligation to post permit number on dock (in Category 2 areas only – see below) and notice of private property
- Obligation on the dock/boathouse owner to make the following payments:
 - \$125.00 application fee
 - Additional \$150.00 per year, increased annually by the Cost of Living Index, as License Fee for docks
 - Additional \$400.00 per year, increased annually by the Cost of Living Index, as License Fee for boathouses
 - Licensee's with a dock and boathouse will be required to pay \$550.00 per year, increased annually by the Cost of Living Index
 - Licensees will have the option to pay for the entire 5 or 10 year term upfront without the fee being increased per the Cost of Living Index

Upon default of any condition, the License Agreement can be revoked on 30 days' notice. Structures left following deadline for removal will be considered abandoned and the City may remove the structure and charge the applicant for the costs of demolition and removal (pursuant to the City Lands Encroachment By-law).

Policy:

Where the dock is located directly across the road from the residence (licensee is a Front Lot Owner), the resident, if approved, will be eligible for a ten year license.^{1,2}

Where the dock is not located directly across the road from the dock (licensee is a Back Lot Owner), the resident, if approved, will be eligible for a five year license.

Transfer of License

Where there is not sufficient space for a 6 foot separation between docks, the license will not be transferable unless the owner is located directly across the road and their property fronts on the road.

Conflict for Space

Where there are two docks competing for a specific dock space, priority will be given to the dock that is most in compliance with the policy.

¹ The intent is that all licenses within an area will have the same term. If Front Lot and Back Lot dock owners exist on the same shoreline road allowance (i.e. Cedar Glen & Hazel Street), all licenses for that area will issue for 5 year terms.

² Areas with erosion concerns (Lake Dalrymple Road, Long Beach Road and Hazel Street) will only be eligible for 5 year licenses.

Parking

Parking by licensees is prohibited on Hazel Street and Cedar Glen Road other than when the owner is putting their boat into the water at the beginning of the season or taking their boat out of the water at the end of the season.

Existing Boathouses

Boathouse use as living accommodation is not permitted on the City Owned Lands along the waterfront.

Hydro

Hydro is permitted for the purposes of lighting docks, boathouses and staircases and to power water bubblers for water intake lines. Hydro is not permitted for the purposes of allowing living accommodation on City Owned Lands along the waterfront.

New Docks and Boathouses

Where persons approach the City to locate a new dock or boathouse on City property, these requests will be denied by Realty Services. Licenses will not be approved for structures not in existence as of the date of the passing of the Encroachment By-law.

Docks on Road Allowances Leading to Water & Docking on Open Space, Common Water Access Blocks

Docks will be permitted to remain on road allowances leading to water & on open space or common water access blocks, if approved, provided the dock is available for common / public use and the structures do not impact public water access and use.

Fire pits, Barbeques and other sources of fire or flames

Fire or flames are not permitted on docks or in boathouses, including but not limited to fire pits, fire bowls, fireplaces and barbeques.

Areas Not Identified for Proactive Enforcement

Where persons are not in areas set out for proactive enforcement in Schedule A (i.e. Jessie Avenue), they may approach the City to obtain approval for an existing dock on City property, they will be required to make an application to Realty Services and submit a fee of \$125.00. If the Land Management Committee has already made a decision concerning the area, Realty Services will notify the applicant in writing of that decision. If the Land Management Committee has not previously made a decision concerning the

area, the Committee will review the request and make a determination concerning the entire area.

Areas Identified for Proactive Enforcement

The Realty Services Division of the CAO's Department will reach out to residents with docks/boathouses on City-owned land in the areas scheduled for licensing as per Schedule A.

When an area is to be proactively licensed, the following procedure will be followed:

1. Realty Services will reach out to residents in the area and advise them that their area will begin the licensing process. Prior to contacting property owners, the Ward Councillor will be notified.
2. The initial correspondence from Realty Services will advise residents that they must submit an application to the Realty Services Division (via the Law Clerks in the Realty Services Division) to begin the process. An application will only be considered complete when it includes:
 - Application form (with all required information and signatures)
 - A recent photo of all structures requested for licensing (must show full extent of encroachments, including all stairs, decks, installed docks, boathouses, etc.)
 - Measurements of dock and/or boathouse and all associated structures
 - ~~A recent tax bill~~
 - Application fee (currently \$125.00)
3. If there are any structures in an area for which Realty Services staff are unable to determine the likely owner, a Municipal Law Enforcement Officer will post a notice on the structure to notify all potential dock/boathouse owners in the area of the requirement to submit an application for license within 30 days' from the posting of the notice, or to remove the dock/boathouse within that timeframe, or face removal pursuant to the City Lands Encroachment By-Law 2018-017.
4. After notification, the dock/boathouse owner will have 30 days to submit a complete application to the City.
5. If an application fails to be received for any of the items noted in the site visit conducted by Realty Services staff, that item will be removed pursuant to the City Lands Encroachment By-Law 2018-017.

6. Once the 30 day deadline has passed, the Realty Services division will determine which applications should be approved and which applications should be denied, based on the criteria set out in this policy.
7. If the dock/boathouse is across the street from the associated residence in a Category 1 area, the structure will be eligible for a 10-year License Agreement, if approved. Otherwise, if the dock/boathouse is in a Category 2 area, the structure will be eligible for a 5-year License Agreement, if approved.
8. Where a decision has been rendered not in favour of the applicant, the Realty Services Division will notify the applicant of the decision, and the fact that the applicant can make a deputation to Council if they disagree with the decision.
9. Where a decision has been rendered in favour of the applicant, the Realty Services Division will notify the applicant of the decision, and the costs of proceeding with the License Agreement:
 - \$150.00 per annum for the applicable term for a dock (increased annually by the Cost of Living Index)
 - \$400.00 per annum for the applicable term for a boathouse (increased annually by the Cost of Living Index)
 - If a survey is required by the Land Management Committee, then a deposit sufficient from the applicant to cover the costs will be required prior to proceeding
 - Stairs, boat lifts, retaining walls, water intake lines and decks are included in the license fee. Sheds are charged a further \$125 per annum (increased annually by Cost of Living Index)
10. Once the applicant has confirmed they are agreeable to all the associated costs, the Realty Services Division will provide a License Agreement for execution to the applicant. The applicant will have 60 days to obtain acceptable insurance and provide a copy of the Certificate of Insurance to the Realty Services Division.
11. Once an executed License Agreement, Certificate of Insurance, and applicable payment (first annual payment or amount for the full term) are received by the Realty Services Division, the City Solicitor will execute the License Agreement in accordance with Signing Authority By-Law 2016-009.
12. Once the License Agreement has been fully executed, Realty Services will send the fully executed License Agreement and – in the case of a Category 2 area – Dock Sign to the Licensee. Covering correspondence will note that the Dock Sign must be installed on the licensed structure so as to be visible from the road

allowance, and that any replacement signs will be provided at the Licensee's sole expense.

13. If any of the required documents (executed License Agreement, Certificate of Insurance, and applicable payment) are not received within the 60 day deadline, Realty Services will send a final notice requiring the applicant to submit any outstanding documents within 30 days, or to remove their structure, or face removal pursuant to City Lands Encroachment By-Law 2018-017. If the outstanding items are not received within the 30 day timeframe, Realty Services will close the file and arrange for removal of the structure at the applicant's expense, pursuant to City Lands Encroachment By-Law 2018-017.
14. When a Licensee sells their property and the new owner wishes to have the existing dock/boathouse License Agreement transferred to them, they must pay a \$125.00 application fee (for the administrative costs associated with the transfer of the License Agreement).
15. Licensees must notify Realty Services at least 30 days in advance of their closing date to advise that a transfer of the License Agreement is required. If prior notice is not provided, the existing License Agreement will remain valid until such time as the new owner has completed the process and signed a new License Agreement. The original Licensee will be responsible to maintain insurance coverage until such time as the new dock/boathouse License Agreement takes effect.

Harrassment or Workplace Violence

A member of staff who is concerned that a member of the public is threatening the staff member's safety will contact his/ her manager. The manager will review the matter and determine whether or not it can be determined, by reliable evidence such as emails or recorded voice mails, that the member of the public has threatened or engaged in violence or harassment. If so, the manager will communicate to the applicant/ licensee, specifying the problematic communication and the manager's determination as to the nature of the communication (i.e. violence/ harassment). The manager will direct the applicant to respond to the allegations to the satisfaction of the manager or to not engage in further communications of that nature with City Staff. That same applicant/ licensee will be afforded the opportunity to work with the City through an agent, including his/her Councillor, directly with Management, or entirely by written communication should further communications (1 or more) result in a similar determination of management. If the applicant/ licensee elects to continue to send violent or harassing communications to Staff despite Management's attempts to intervene, Management will draft a Confidential Staff Report requesting direction to terminate the application or license agreement. The applicant/ licensee will be afforded

[an opportunity to review the allegations and respond, which response will form part of the Staff Report seeking direction.](#)

Complaints about Encroachments

Where a complaint is made about an encroachment on City property, the Municipal Law Enforcement Office will advise the owner that he/she has 30 days to remove the dock/boathouse or make application to the Land Management Committee for a license, or face removal, in accordance with the Encroachment Policy. If an application is made, the above process is followed.

Financial Considerations: Accounting for Proceeds from Dock Licenses

Unless otherwise directed by Council resolution, the proceeds from the license of municipal property will be deposited into general reserves to offset the costs of administration of the docking program.

Revision History:

Proposed Date of Review:

Revision	Date	Description of changes	Requested By
0.0	February 13, 2018	Initial Release	
1.0		<p>Prevent licensing docks and boathouses on road allowances leading to water and water access parcels; licensing of shoreline road allowances only</p> <p>Set out process for proactive enforcement of the City Lands Encroachment By-Law 2018-017 with respect to dock and boathouse encroachments</p> <p>Provide proactive docking plan – new Attachment A.</p> <p>Allow Realty Services to make the determinations on whether</p>	

		<p>individual docks/boathouses comply with the policy.</p> <p>In the event of an application for an area that has not been reviewed by the Land Management Committee, the Committee will review the application and make a determination for the entire area</p> <p>Increase the annual fee for boathouse encroachments</p> <p>Add recommended setbacks of 3 metres from the travelled road, with transition provisions</p> <p>Add required spacing of 6 feet between structures, with transition provisions</p> <p>Add Schedules to outline Proactive Dock Licensing Plan, Areas of Concern, and Eligible Owners</p> <p>Prohibit fires on City property</p>	

Council Policy

Schedule A

Long-Term Docking Plan to be implemented in Phases – Areas for Proactive Enforcement

Area Number	Area Name	Plan	Target License Period
1	Hazel Street, Thurstonia	<p>Completed: Approximately 176200 docks and 13a few boathouses licensed with 5 year term ending Dec 31 2023.</p> <p><u>10 dock licenses will not be renewed and will need to be removed when the existing lease ends on Dec 31 2023 if the walking distance requirement is enacted.</u></p> <p>Many of the existing licensed docks do not adhere to new policy and will need to be removed on renewal.</p> <p>Subject to Engineering review per Hazel Street Reconstruction in 2023 and requirement for separation between docks, estimated that some docks will not be renewed in 2023</p>	2024-2029
2	Kenstone	<p>Completed: 16 docks licensed on 5 year term ending 2023.</p> <p>Water lot owned privately. Recommend not renew any of the docks if cannot obtain permission from owner</p>	2024-2029
3	Cedar Glen, Dunsford	<p>City to <u>acquired</u> title.</p> <p><u>9 dock licenses will not be licensed and will need to be removed in 2022 if the walking distance requirement is enacted.</u></p>	2022-2027

Council Policy

4	Hickory Beach	Currently, entire area licensed to association. Current license expires May 31, 2023 <u>Council to consider whether or not to renew License Agreement prior to expiry. Association to follow the policy on renewal.</u>	2023-2028
5	Stanley Road – <u>Open Space Block</u>	<u>Acquire City is unable to obtain title to waterfront portion, so cannot regulate docking. One public boardwalk permitted to remain. No private docking.</u>	2024-2029 <u>N/A</u>
6	Stanley Road – <u>Road Allowance</u>	Surplus and sell northern portion of RA to adjacent owners (running along waterfront) License encroachments at southerly portion of RA (adjacent to open space water access block)	2024-2029
7	Grove Road, Fenelon Falls	<u>Sell where sufficient setbacks exist</u> <u>License docks 10 y</u> <u>Transition clause to 3 m setback from road.</u>	2025-2035 0
8	Avery Point Road	Sell Westerly SLRA License docks 10 y on travelled/ improved RA	2026-2034 6
9	Long Beach Road	some portions of untravelled road allowance adjacent to the waterfront purchased Consider whether other waterfront parcels can be purchased. If not, eligible for license.	2027-2032
10	Lake Dalrymple Road		2027-2032

Schedule B

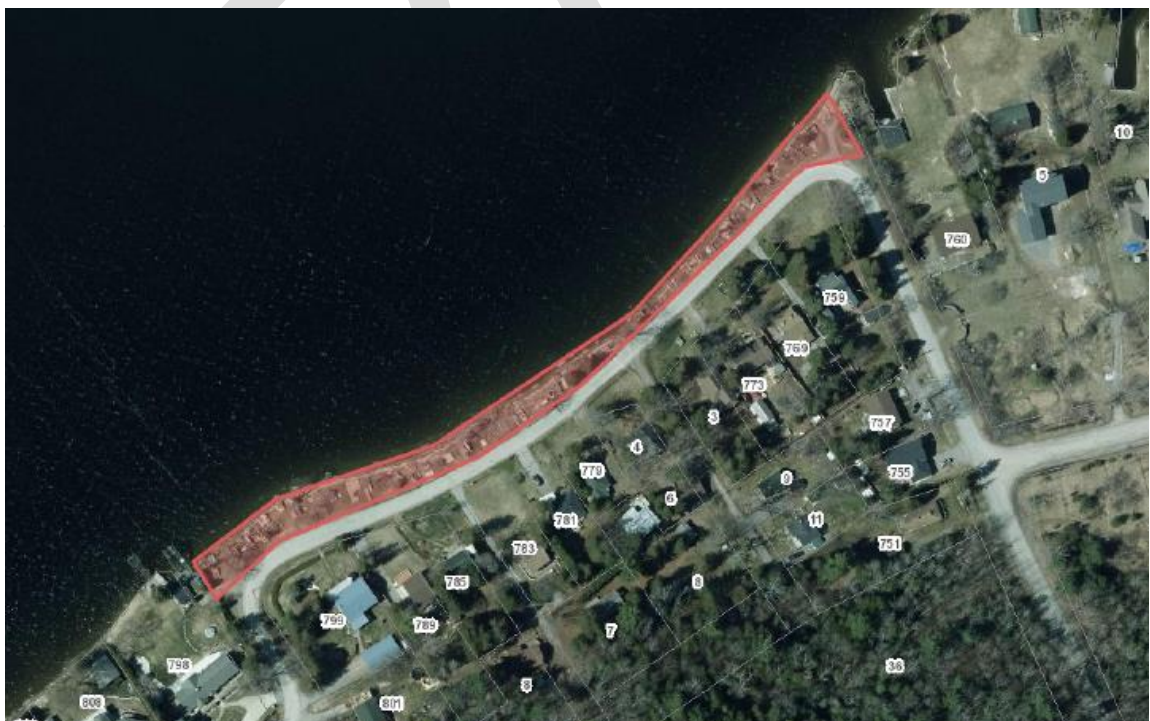
Hazel Street, Thurstonia



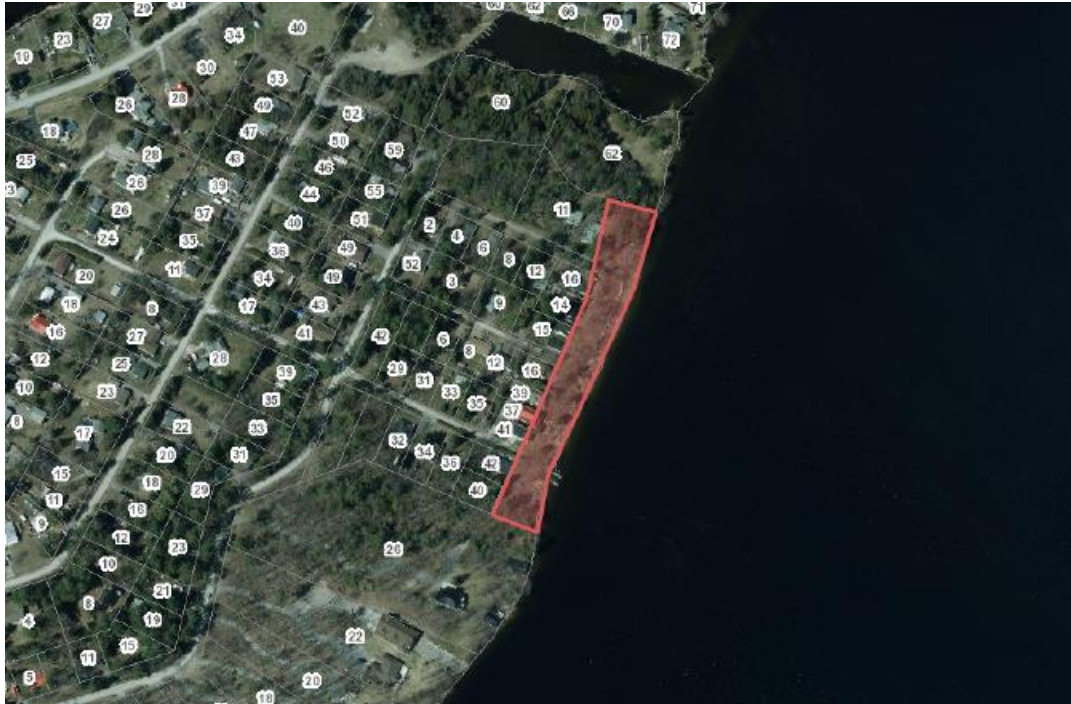
Kenstone Beach



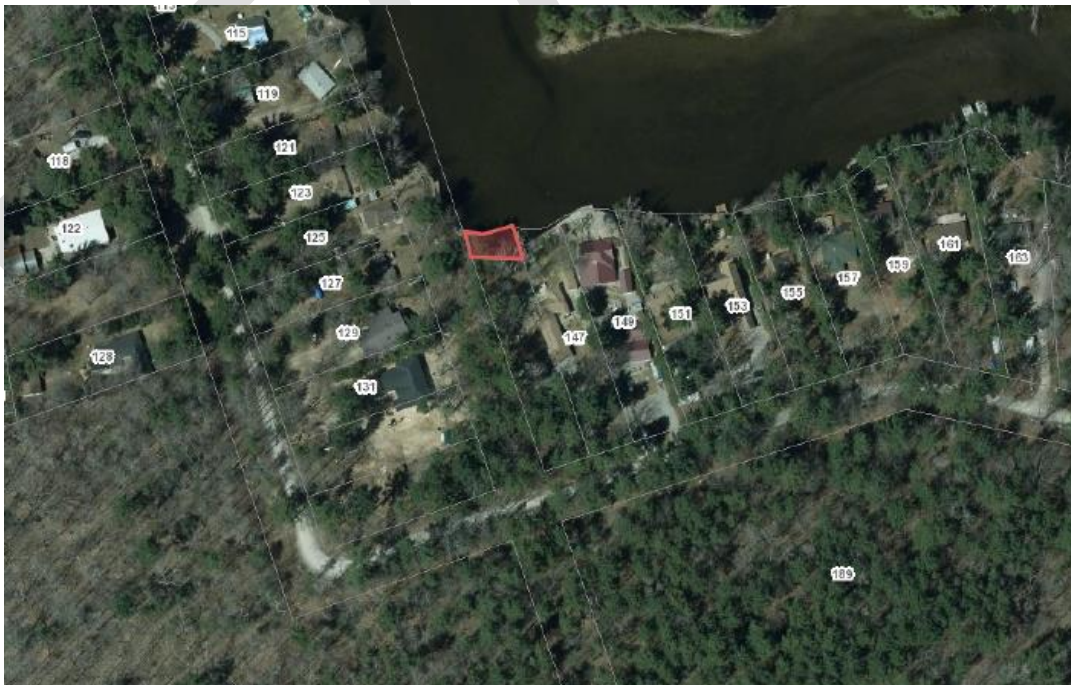
Cedar Glen Road, Dunsford



Hickory Beach



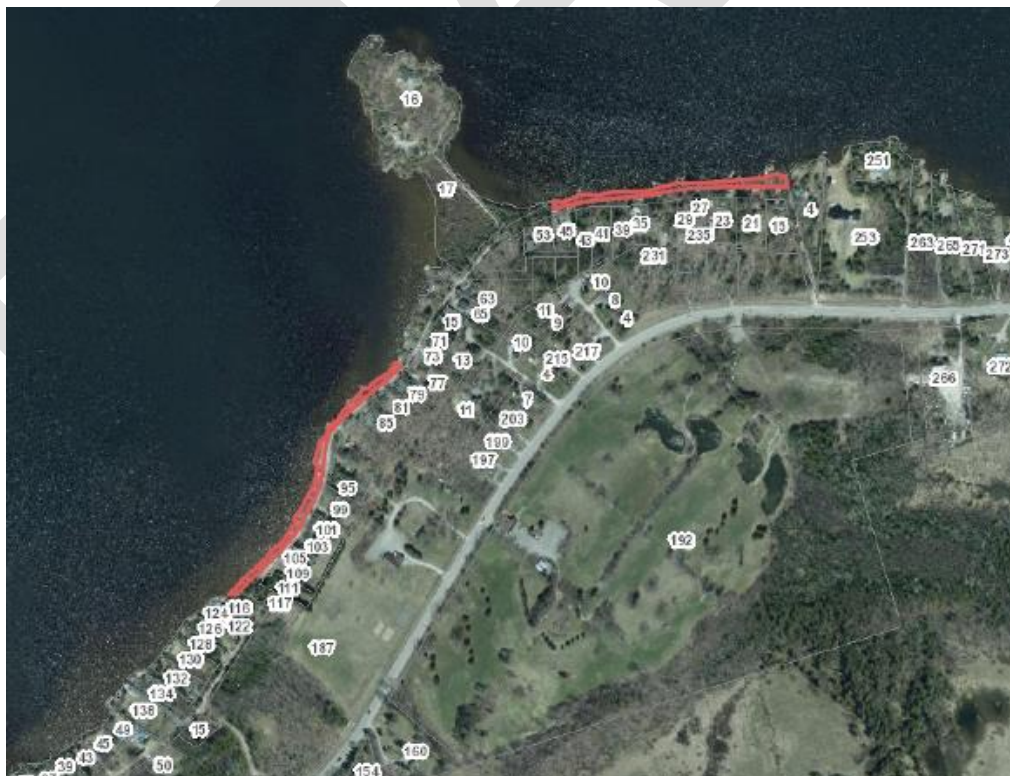
Stanley Road – Water Access Block



Stanley Road – Road Allowance Leading to Water



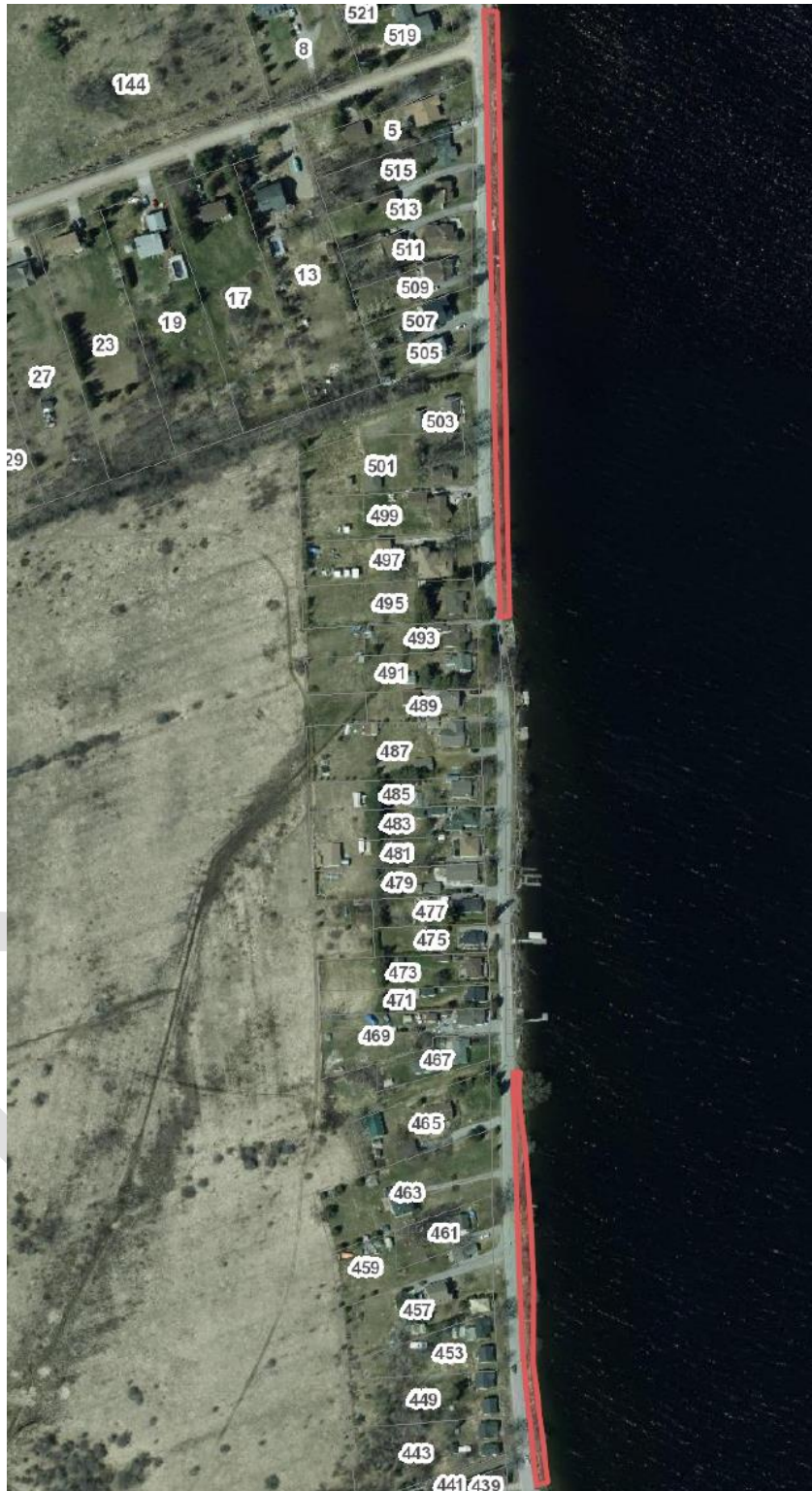
Grove Road



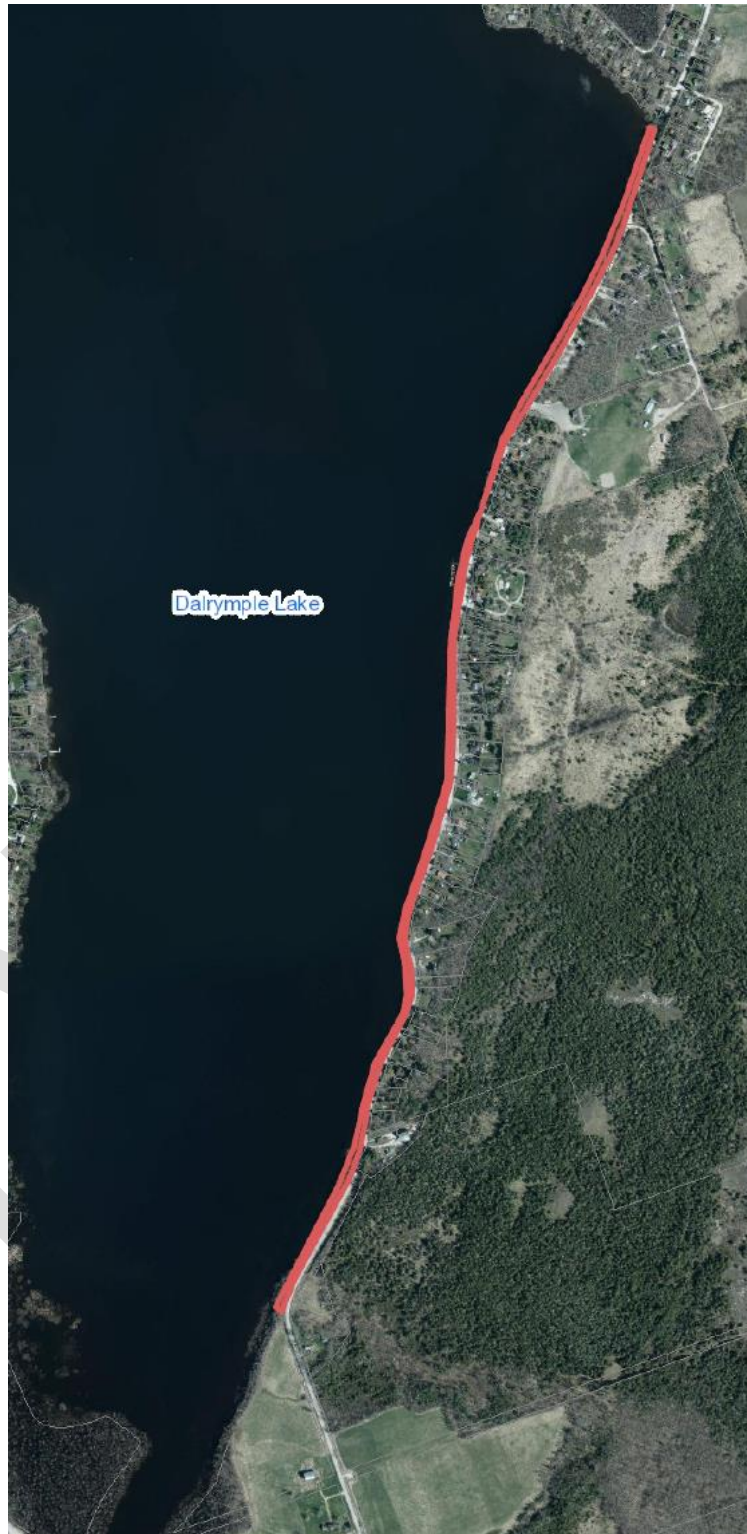
Avery Point Road



Long Beach Road



Lake Dalrymple Road



Schedule C



Green – Front Lot Owners

Red – Back Lot Owners

Blue – Dock Licensing Area

Council Policy

Council Policy No.:	CP2018-001
Council Policy Name:	Dock Encroachments
Date Approved by Council:	February 13, 2018
Date revision approved by Council:	
Related SOP, Management Directive, Council Policy, Form	

Policy Statement and Rationale:

The Corporation of the City of Kawartha Lakes requires policies and procedures to regulate dock and boathouse encroachments onto City-owned land. This policy statements sets out the philosophy, principles and procedures for the management of privately-owned docks on land owned by the Corporation. This policy is to be used in conjunction with the City Lands Encroachment By-law.

Section 207 of the Municipal Act, 2001 requires municipalities to adopt policies regarding the sale and other disposition of municipally owned land. To promote consistent, transparent and equitable processes in disposal in a manner consistent with the best interest of the City.

Scope:

This policy covers all real property owned or to be acquired by The Corporation of the City of Kawartha Lakes.

Definitions:

Dock: a structure extending along the shore or out from the shore into a body of water, to which boats may be moored or by which people can access the water (where a dock is licensed, associated stairs, marine rail systems, retaining walls and boatlifts without hard tops or sides are included in the license)

Boathouse: a structure at the edge of a body of water used for housing boats or gear for water enjoyment, including a structure that consists of no solid walls (where a boathouse is licensed, associated stairs, marine rail systems, retaining walls and boatlifts without hard tops or sides are included in the license)

Eligible Owner: any property owner who lives within 400 m of their dock.

All other definitions herein are as set out in the City Lands Encroachment By-law and the Land Management Policy.

Background:

The Realty Services Division of the CAO's Department currently issues 5-year License Agreements for approved docks and boathouses located in Thurstonia Park and Kenstone Beach.

Accordingly, many dock and boathouse encroachments exist in other areas that have never been expressly permitted by the City, nor have been required to relocate, despite passage of the City Lands Encroachment By-Law 2018-017.

There is a need for uniformity in dock and boathouse License administration throughout the City of Kawartha Lakes.

Philosophy:

Schedule A sets out the proactive docking plan for private docks and boathouse encroachments on City property. This does not constitute a comprehensive list of docking on City property, but identifies the areas of concern, which will be addressed through proactive enforcement. Areas of concern are areas where neighbourhood conflicts exist due to docking, or docking is resulting in encroachment into a travelled roadway with resultant hazards.

Shoreline Road Allowances

Licenses will only be issued for private docks or boathouses on shoreline road allowances. Licenses will not be issued for private docks or boathouses on road allowances leading to water, or on water access parcels.

Eligible Owners

Licenses will only be issued for Eligible Owners as access to water is limited and the shoreline areas do not have enough space to accommodate all non eligible owners.

If a non-Eligible owner currently has a Dock License Agreement, that Agreement will remain in effect until such time as it expires.

Waterfront Owners

Licenses will not be issued for waterfront owners as they have alternative access to docking.

Conditions to Approval

Approval for 5 or 10 year License Agreements will be issued for structures in conformity with this policy and where the following conditions to approval have been met:

- Use of the dock or boathouse does not adversely affect the use by others of the property (in areas with Back Lot Owners utilizing the shoreline, shoreline use will not be exclusive; dock or boathouse use will be exclusive)
- Minimum six feet spacing between structures
 - Where adequate spacing does not exist, the license will not transfer to subsequent purchasers/ transferees, except in the case where the owner of the dock owns property immediately across from the dock and adjacent to the road allowance (a “Front Lot Owner”)
- Use does not adversely affect the ability of the City to use, access and maintain its property
 - All docks, boathouses, decks, stairs, and handrails should be set back a minimum of three metres from the edge of a travelled road, to allow for snow plowing and snow storage, and to minimize the strike hazard if a vehicle leaves the travelled road
 - Structures will be required to come into compliance at the time of major repair to the structure
 - Winter storage of docks on the road allowance is permissible where a three metre setback can be maintained. Otherwise, winter storage is to occur in the back yard or side yard of the associated residence.
- No fires on licensed property
- Federal and provincial permits are the obligation of the dock/boathouse owner
- Use does not result in erosion or degradation of fish habitat
- Existing crib docks to be replaced with post/floating docks upon repair
- Continued obligation on the dock/boathouse owner to maintain an active insurance policy on the dock/boathouse with The Corporation of the City of Kawartha Lakes listed as an additional insured
- Continued obligation on the dock/boathouse owner to maintain the dock/boathouse in good repair
- Obligation to post permit number on dock (in Category 2 areas only – see below) and notice of private property
- Obligation on the dock/boathouse owner to make the following payments:
 - \$125.00 application fee
 - Additional \$150.00 per year, increased annually by the Cost of Living Index, as License Fee for docks

- Additional \$400.00 per year, increased annually by the Cost of Living Index, as License Fee for boathouses
- Licensee's with a dock and boathouse will be required to pay \$550.00 per year, increased annually by the Cost of Living Index
- Licensees will have the option to pay for the entire 5 or 10 year term upfront without the fee being increased per the Cost of Living Index

Upon default of any condition, the License Agreement can be revoked on 30 days' notice. Structures left following deadline for removal will be considered abandoned and the City may remove the structure and charge the applicant for the costs of demolition and removal (pursuant to the City Lands Encroachment By-law).

Policy:

Where the dock is located directly across the road from the residence (licensee is a Front Lot Owner), the resident, if approved, will be eligible for a ten year license.^{1,2}

Where the dock is not located directly across the road from the dock (licensee is a Back Lot Owner), the resident, if approved, will be eligible for a five year license.

Transfer of License

Where there is not sufficient space for a 6 foot separation between docks, the license will not be transferable unless the owner is located directly across the road and their property fronts on the road.

Conflict for Space

Where there are two docks competing for a specific dock space, priority will be given to the dock that is most in compliance with the policy.

Parking

Parking by licensees is prohibited on Hazel Street and Cedar Glen Road other than when the owner is putting their boat into the water at the beginning of the season or taking their boat out of the water at the end of the season.

¹ The intent is that all licenses within an area will have the same term. If Front Lot and Back Lot dock owners exist on the same shoreline road allowance (i.e. Cedar Glen & Hazel Street), all licenses for that area will issue for 5 year terms.

² Areas with erosion concerns (Lake Dalrymple Road, Long Beach Road and Hazel Street) will only be eligible for 5 year licenses.

Existing Boathouses

Boathouse use as living accommodation is not permitted on the City Owned Lands along the waterfront.

Hydro

Hydro is permitted for the purposes of lighting docks, boathouses and staircases and to power water bubblers for water intake lines. Hydro is not permitted for the purposes of allowing living accommodation on City Owned Lands along the waterfront.

New Docks and Boathouses

Where persons approach the City to locate a new dock or boathouse on City property, these requests will be denied by Realty Services. Licenses will not be approved for structures not in existence as of the date of the passing of the Encroachment By-law.

Docks on Road Allowances Leading to Water & Docking on Open Space, Common Water Access Blocks

Docks will be permitted to remain on road allowances leading to water & on open space or common water access blocks, if approved, provided the dock is available for common/public use and the structures do not impact public water access and use.

Fire pits, Barbeques and other sources of fire or flames

Fire or flames are not permitted on docks or in boathouses, including but not limited to fire pits, fire bowls, fireplaces and barbeques.

Areas Not Identified for Proactive Enforcement

Where persons are not in areas set out for proactive enforcement in Schedule A (i.e. Jessie Avenue), they may approach the City to obtain approval for an existing dock on City property, they will be required to make an application to Realty Services and submit a fee of \$125.00. If the Land Management Committee has already made a decision concerning the area, Realty Services will notify the applicant in writing of that decision. If the Land Management Committee has not previously made a decision concerning the area, the Committee will review the request and make a determination concerning the entire area.

Areas Identified for Proactive Enforcement

The Realty Services Division of the CAO's Department will reach out to residents with docks/boathouses on City-owned land in the areas scheduled for licensing as per Schedule A.

When an area is to be proactively licensed, the following procedure will be followed:

1. Realty Services will reach out to residents in the area and advise them that their area will begin the licensing process. Prior to contacting property owners, the Ward Councillor will be notified.
2. The initial correspondence from Realty Services will advise residents that they must submit an application to the Realty Services Division (via the Law Clerks in the Realty Services Division) to begin the process. An application will only be considered complete when it includes:
 - Application form (with all required information and signatures)
 - A recent photo of all structures requested for licensing (must show full extent of encroachments, including all stairs, decks, installed docks, boathouses, etc.)
 - Measurements of dock and/or boathouse and all associated structures
 - Application fee (currently \$125.00)
3. If there are any structures in an area for which Realty Services staff are unable to determine the likely owner, a Municipal Law Enforcement Officer will post a notice on the structure to notify all potential dock/boathouse owners in the area of the requirement to submit an application for license within 30 days' from the posting of the notice, or to remove the dock/boathouse within that timeframe, or face removal pursuant to the City Lands Encroachment By-Law 2018-017.
4. After notification, the dock/boathouse owner will have 30 days to submit a complete application to the City.
5. If an application fails to be received for any of the items noted in the site visit conducted by Realty Services staff, that item will be removed pursuant to the City Lands Encroachment By-Law 2018-017.
6. Once the 30 day deadline has passed, the Realty Services division will determine which applications should be approved and which applications should be denied, based on the criteria set out in this policy.

7. If the dock/boathouse is across the street from the associated residence, the structure will be eligible for a 10-year License Agreement, if approved. Otherwise, the structure will be eligible for a 5-year License Agreement, if approved.
8. Where a decision has been rendered not in favour of the applicant, the Realty Services Division will notify the applicant of the decision, and the fact that the applicant can make a deputation to Council if they disagree with the decision.
9. Where a decision has been rendered in favour of the applicant, the Realty Services Division will notify the applicant of the decision, and the costs of proceeding with the License Agreement:
 - \$150.00 per annum for the applicable term for a dock (increased annually by the Cost of Living Index)
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 - If a survey is required by the Land Management Committee, then a deposit sufficient from the applicant to cover the costs will be required prior to proceeding
 - Stairs, boat lifts, retaining walls, water intake lines and decks are included in the license fee. Sheds are charged a further \$125 per annum (increased annually by Cost of Living Index)
10. Once the applicant has confirmed they are agreeable to all the associated costs, the Realty Services Division will provide a License Agreement for execution to the applicant. The applicant will have 60 days to obtain acceptable insurance and provide a copy of the Certificate of Insurance to the Realty Services Division.
11. Once an executed License Agreement, Certificate of Insurance, and applicable payment (first annual payment or amount for the full term) are received by the Realty Services Division, the City Solicitor will execute the License Agreement in accordance with Signing Authority By-Law 2016-009.
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13. If any of the required documents (executed License Agreement, Certificate of Insurance, and applicable payment) are not received within the 60 day deadline,

Realty Services will send a final notice requiring the applicant to submit any outstanding documents within 30 days, or to remove their structure, or face removal pursuant to City Lands Encroachment By-Law 2018-017. If the outstanding items are not received within the 30 day timeframe, Realty Services will close the file and arrange for removal of the structure at the applicant's expense, pursuant to City Lands Encroachment By-Law 2018-017.

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Unless otherwise directed by Council resolution, the proceeds from the license of municipal property will be deposited into general reserves to offset the costs of administration of the docking program.

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Proposed Date of Review:

Revision	Date	Description of changes	Requested By
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1.0		<p>Prevent licensing docks and boathouses on road allowances leading to water and water access parcels; licensing of shoreline road allowances only</p> <p>Set out process for proactive enforcement of the City Lands Encroachment By-Law 2018-017 with respect to dock and boathouse encroachments</p> <p>Provide proactive docking plan – new Attachment A.</p> <p>Allow Realty Services to make the determinations on whether individual docks/boathouses comply with the policy.</p>	

		<p>In the event of an application for an area that has not been reviewed by the Land Management Committee, the Committee will review the application and make a determination for the entire area</p> <p>Increase the annual fee for boathouse encroachments</p> <p>Add recommended setbacks of 3 metres from the travelled road, with transition provisions</p> <p>Add required spacing of 6 feet between structures, with transition provisions</p> <p>Add Schedules to outline Proactive Dock Licensing Plan, Areas of Concern, and Eligible Owners</p> <p>Prohibit fires on City property</p>	

Council Policy

Schedule A

Long-Term Docking Plan to be implemented in Phases – Areas for Proactive Enforcement

Area Number	Area Name	Plan	Target License Period
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2	Kenstone	Completed: 16 docks licensed on 5 year term ending 2023. Water lot owned privately. Recommend not renew any of the docks if cannot obtain permission from owner	2024-2029
3	Cedar Glen, Dunsford	City acquired title. 9 dock licenses will not be licensed and will need to be removed in 2022 if the walking distance requirement is enacted.	2022-2027
4	Hickory Beach	Currently, entire area licensed to association. Current license expires May 31, 2023 Association to follow the policy on renewal.	2023-2028
5	Stanley Road – Open Space Block	City is unable to obtain title to waterfront portion, so cannot regulate docking.	N/A

Council Policy

6	Stanley Road – Road Allowance	Surplus and sell northern portion of RA to adjacent owners (running along waterfront) License encroachments at southerly portion of RA (adjacent to open space water access block)	2024-2029
7	Grove Road, Fenelon Falls	Sell where sufficient setbacks exist License docks 10 y Transition clause to 3 m setback from road.	2025-2035
8	Avery Point Road	Sell Westerly SLRA License docks 10 y on travelled/ improved RA	2026-2036
9	Long Beach Road	some portions of untravelled road allowance adjacent to the waterfront purchased Consider whether other waterfront parcels can be purchased. If not, eligible for license.	2027-2032
10	Lake Dalrymple Road		2027-2032

Schedule B

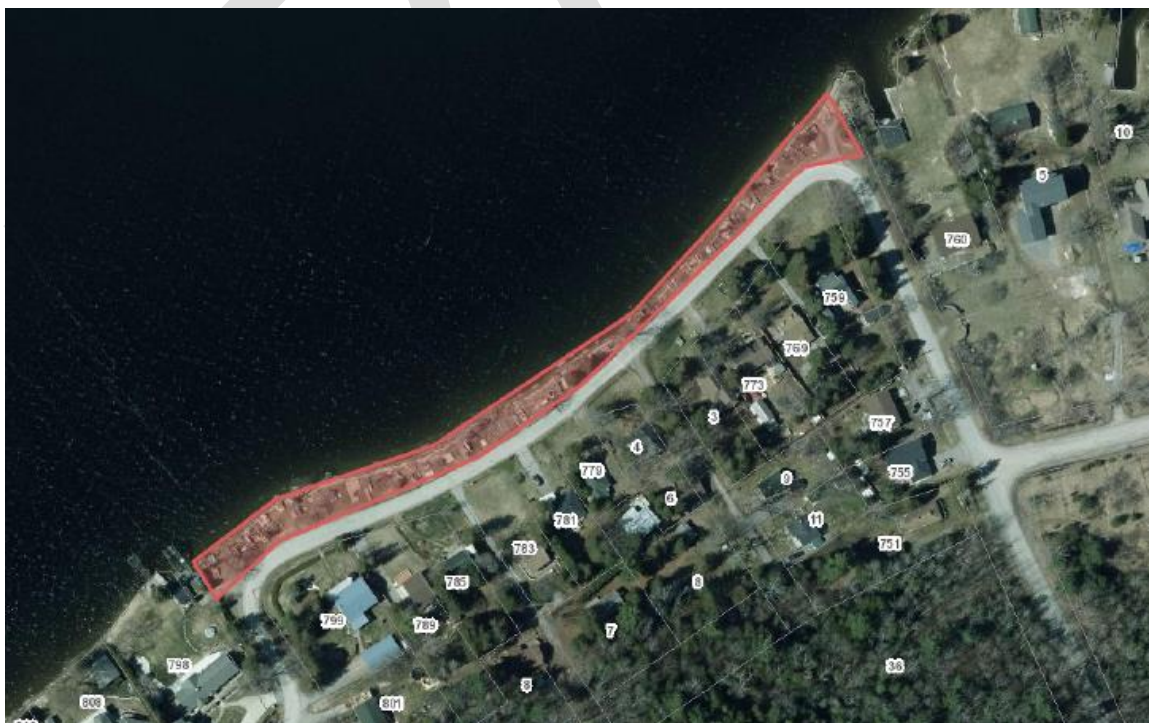
Hazel Street, Thurstonia



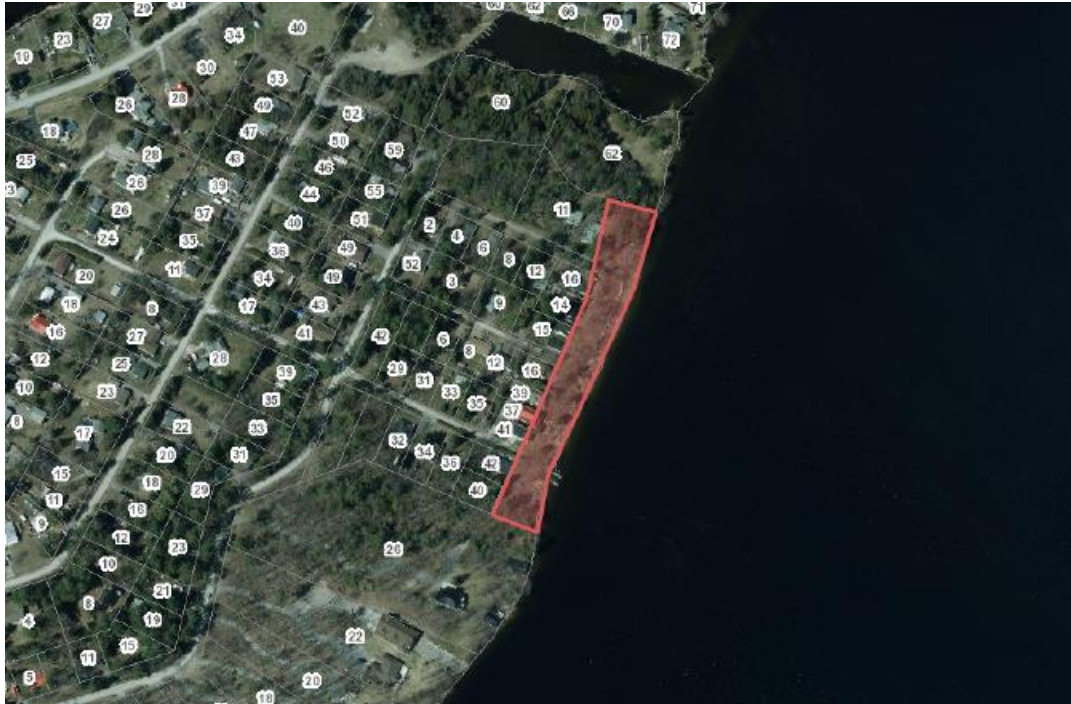
Kenstone Beach



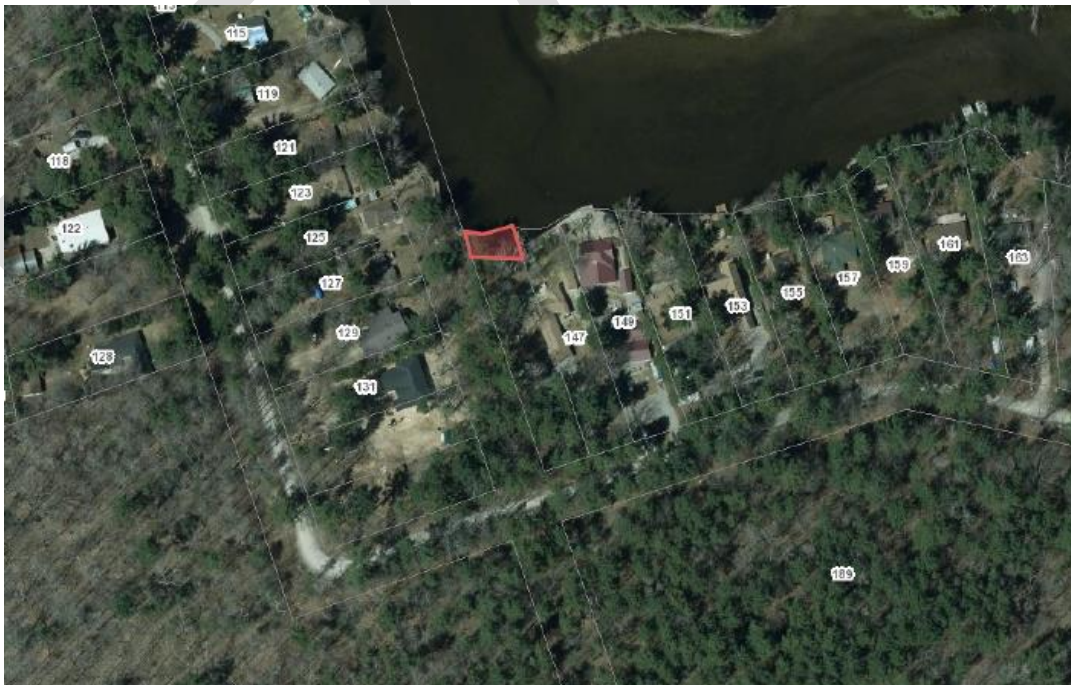
Cedar Glen Road, Dunsford



Hickory Beach



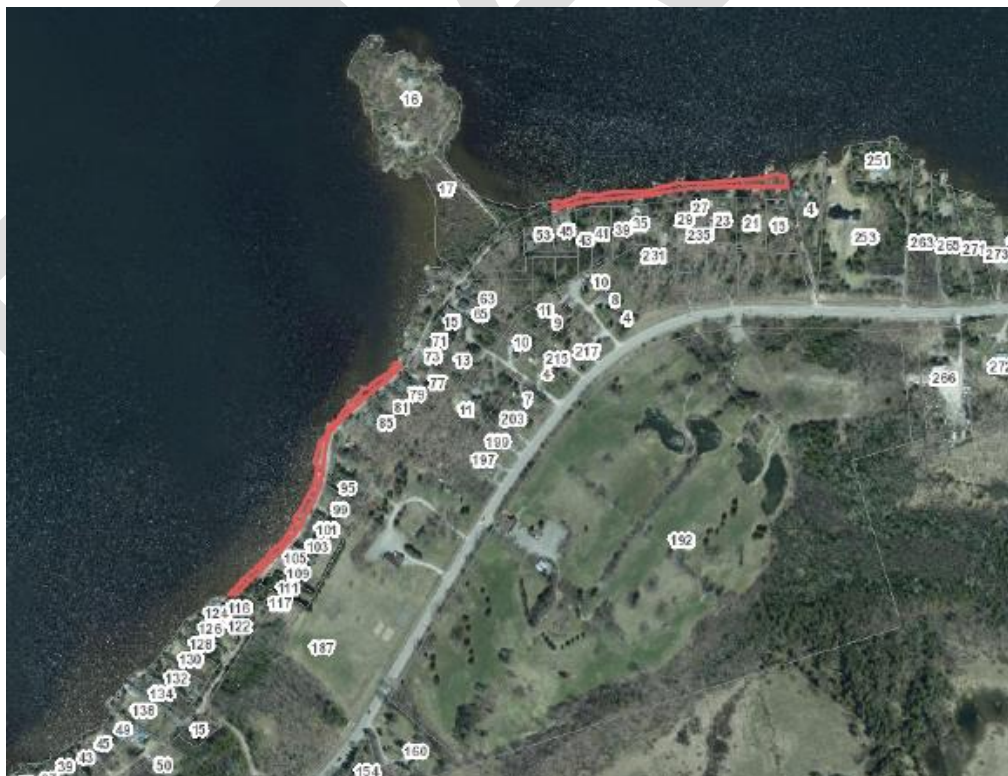
Stanley Road – Water Access Block



Stanley Road – Road Allowance Leading to Water



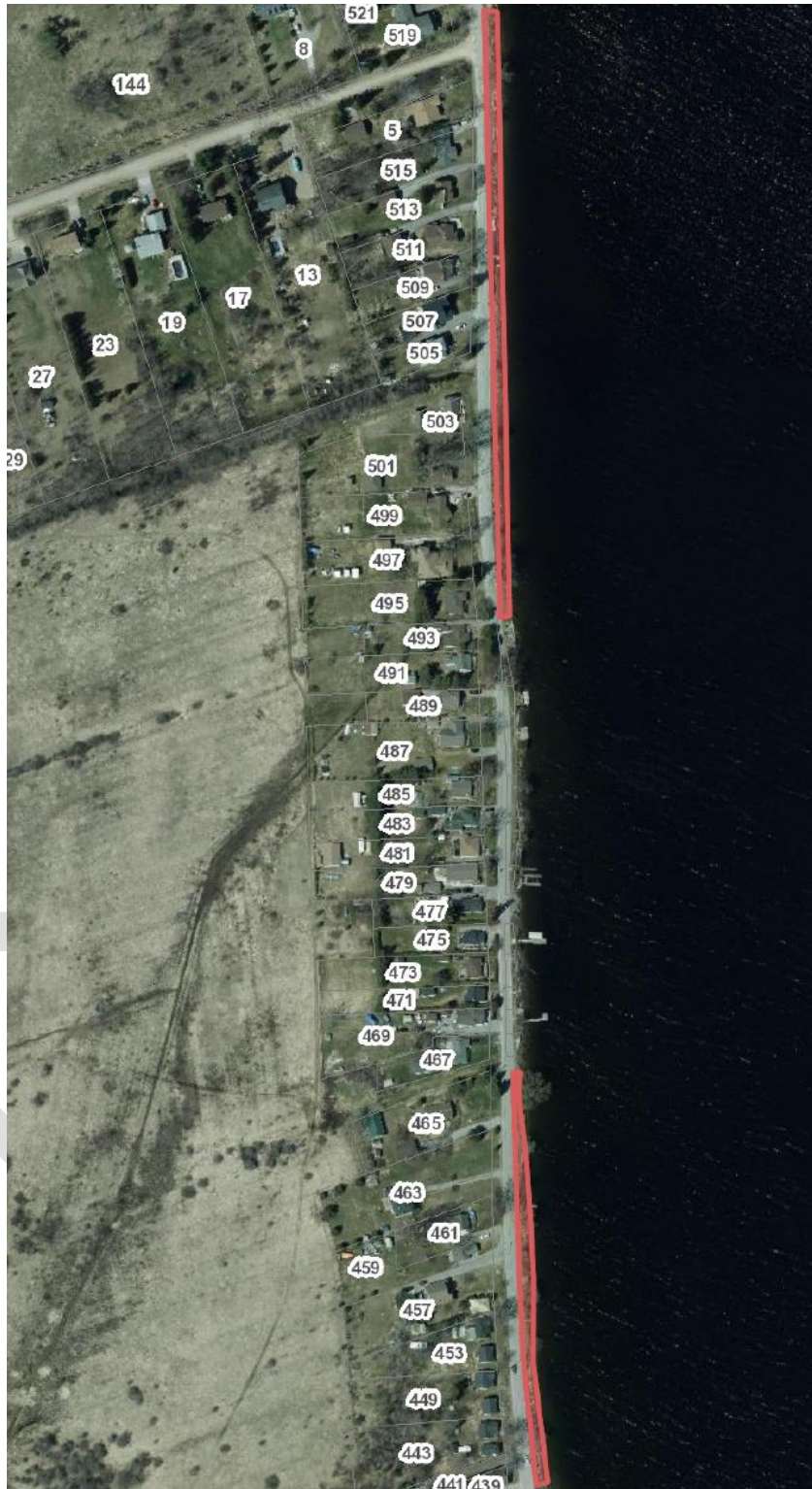
Grove Road



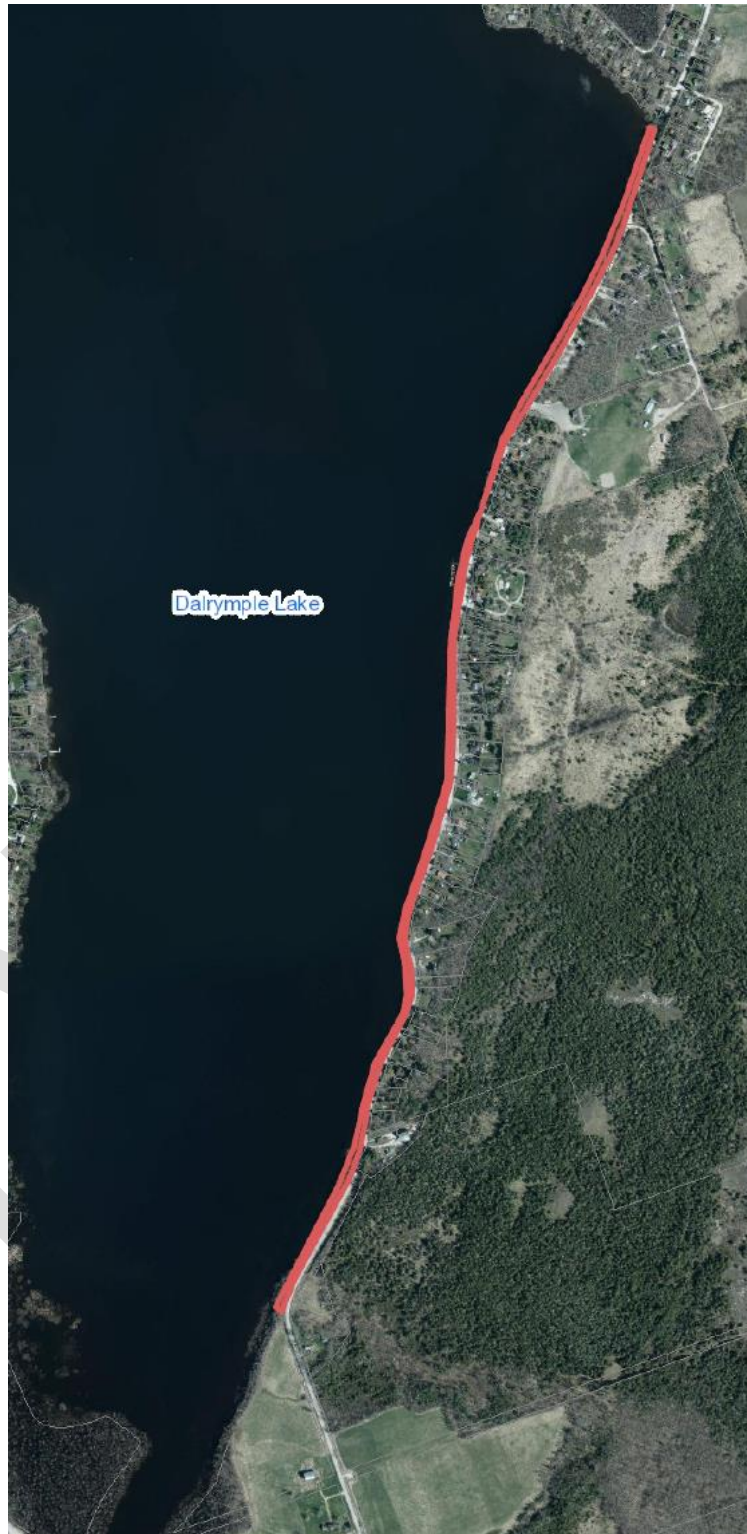
Avery Point Road



Long Beach Road



Lake Dalrymple Road



Schedule C



Green – Front Lot Owners

Red – Back Lot Owners

Blue – Dock Licensing Area

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 D06-2021-019, Report PLAN2021-049, respecting Plan 377, Part of Lots 28 and 29, Former Town of Lindsay, identified as 71 Mount Hope Street – Cross Realco Ltd.]

Recitals:

1. Section 34 of the Planning Act, R.S.O. 1990, c.P.13 authorizes Council to determine the appropriate zoning categories and provisions assigned to land.
2. Council has received an application to amend the categories and provisions relating to a specific parcel of land to permit a motor vehicle repair establishment and amend the existing development standards 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 Plan 377, Part of Lots 28 and 29, Former Town of Lindsay, City of Kawartha Lakes.

- 1.02 **Textual Amendment:** By-law No. 2000-75 of the Town of Lindsay is further amended to add the following section to Section 20.3:

‘20.3.13 GE-S10 Zone

Notwithstanding the provisions of this By-law to the contrary, on land zoned GE-S10, the following shall apply:

- a. In addition to the permitted uses in Section 20.1, a motor vehicle repair establishment shall also be a permitted use;
- b. Notwithstanding Section 5.12 k) ii, the required minimum number of parking spaces for the motor vehicle repair establishment use shall be 1 space per 85 square metres; and
- c. Notwithstanding Section 5.13 a), the required loading space may be located on land that is part of a driveway or aisle.’

- 1.03 **Schedule Amendment:** Schedule ‘A’ to By-law No. 2000-75 of the Town of Lindsay is further amended to change the zone category from the ‘General Employment (GE) Zone’ to the ‘General Employment Special Ten (GE-S10)

Zone' for the land referred to as 'GE-S10', as shown on Schedule 'A' attached to this By-law.

Section 2:00 Effective Date

2.01 **Effective Date:** This By-law shall come into force and take effect on the date it is finally passed, subject to the provisions of Section 34 of the Planning Act R.S.O. 1990, c.P.13.

By-law read a first, second and third time, and finally passed, this ** day of ***, 2021.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

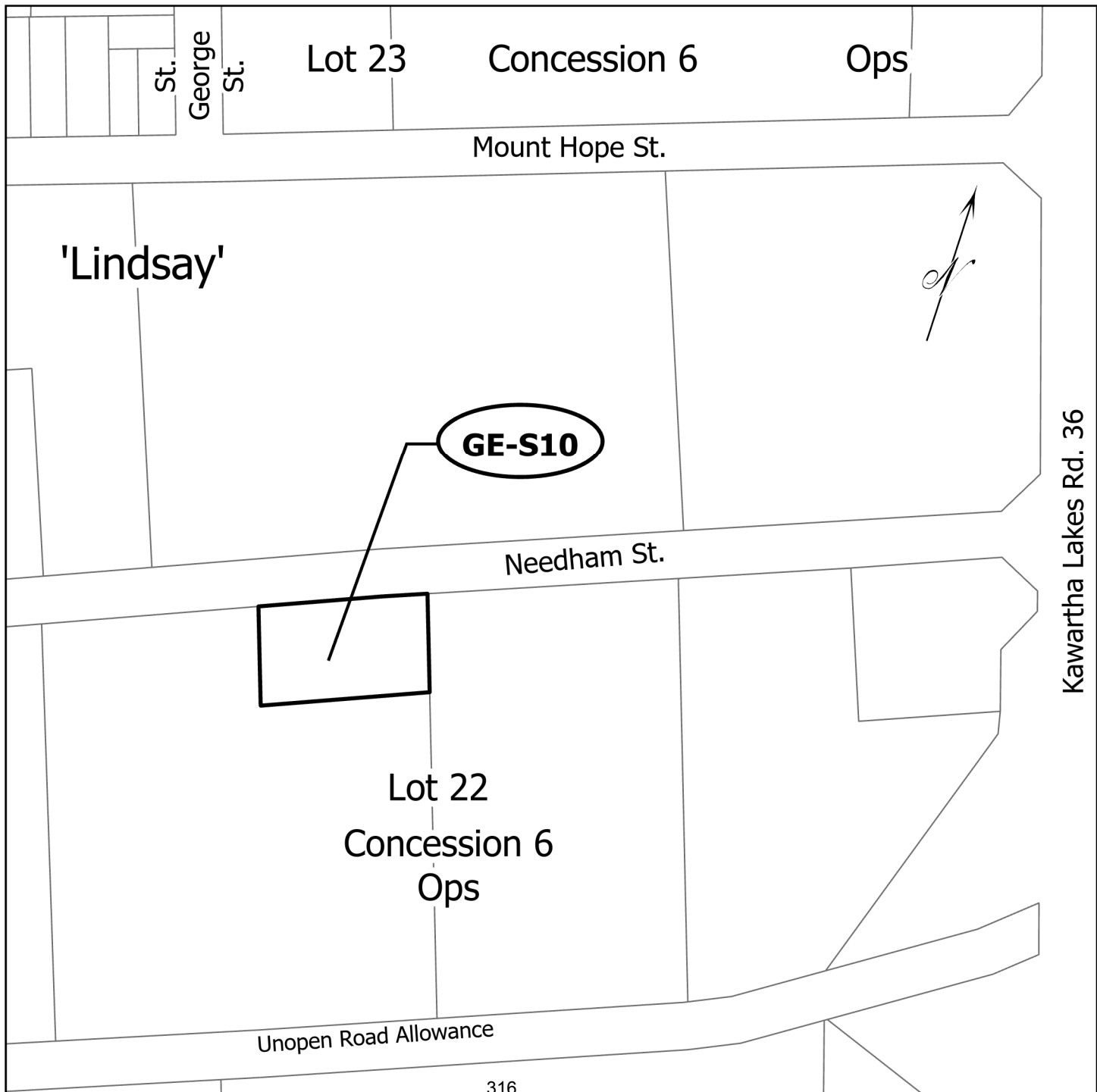
THE CORPORATION OF THE CITY OF

KAWARTHA LAKES

THIS IS SCHEDULE 'A' TO BY-LAW _____ PASSED

THIS _____ DAY OF _____ 2021.

MAYOR _____ CLERK _____



The Corporation of the City of Kawartha Lakes

By-Law 2021-

A By-law to Amend The Township of Fenelon Zoning By-law No. 12-95 To Rezone Land within the City of Kawartha Lakes

File D06-2021-020, Report PLAN2021-051, respecting Part Lot 6, Concession 9, Parts 1-4, 6, 57R-576, geographic Township of Fenelon, being 34 Arbour Street.

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. The Director of Development Services as delegated by Council has required the subject lands be rezoned in order to effect the consolidation of land as a condition of provisional consent applications D06-2019-046 to 054.
3. Council has received an application to amend the categories and provisions relating to a specific parcel of land in accordance with the provisional consent conditions.
4. A public meeting to solicit public input has been held.
5. Council deems it appropriate to rezone the property.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2021-.

Section 1.00: Zoning Details

- 1.01 **Property Affected:** The Property affected by this by-law is described as Part Lot 6, Concession 9, Parts 1-4, 6, 57R-576, geographic Township of Fenelon, identified as 34 Arbour Street, City of Kawartha Lakes.
- 1.02 **Textual Amendment:** By-law No. 12-95 of the Township of Fenelon Zoning By-law is further amended by adding the following to Section 8.3:

“8.3.27 AGRICULTURAL EXCEPTION TWENTY-SEVEN (A1-27) ZONE

8.3.27.1 Notwithstanding article 8.2.1.1, land zoned A1-27 shall have a minimum lot area of 10.8 hectares.”
- 1.03 **Schedule Amendment:** Schedule ‘A’ to By-law No. 12-95 of the Township of Fenelon is further amended to change the zone category on:
 - (a) A portion of the property from ‘Agricultural (A1) Zone’ to ‘Limited Service Residential Exception One (LSR-1) Zone’ as shown on Schedule ‘A’ attached to this By-law; and
 - (b) On the balance of the lands zoned ‘Agricultural (A1) Zone’ to ‘Agricultural Exception Twenty-Seven (A1-27) 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 effect on the date it is finally passed, subject to the provisions of Section 34 of the Planning Act R.S.O. 1990, c.P.13.

By-law read a first, second and third time, and finally passed, this ____ day of _____, 2021.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

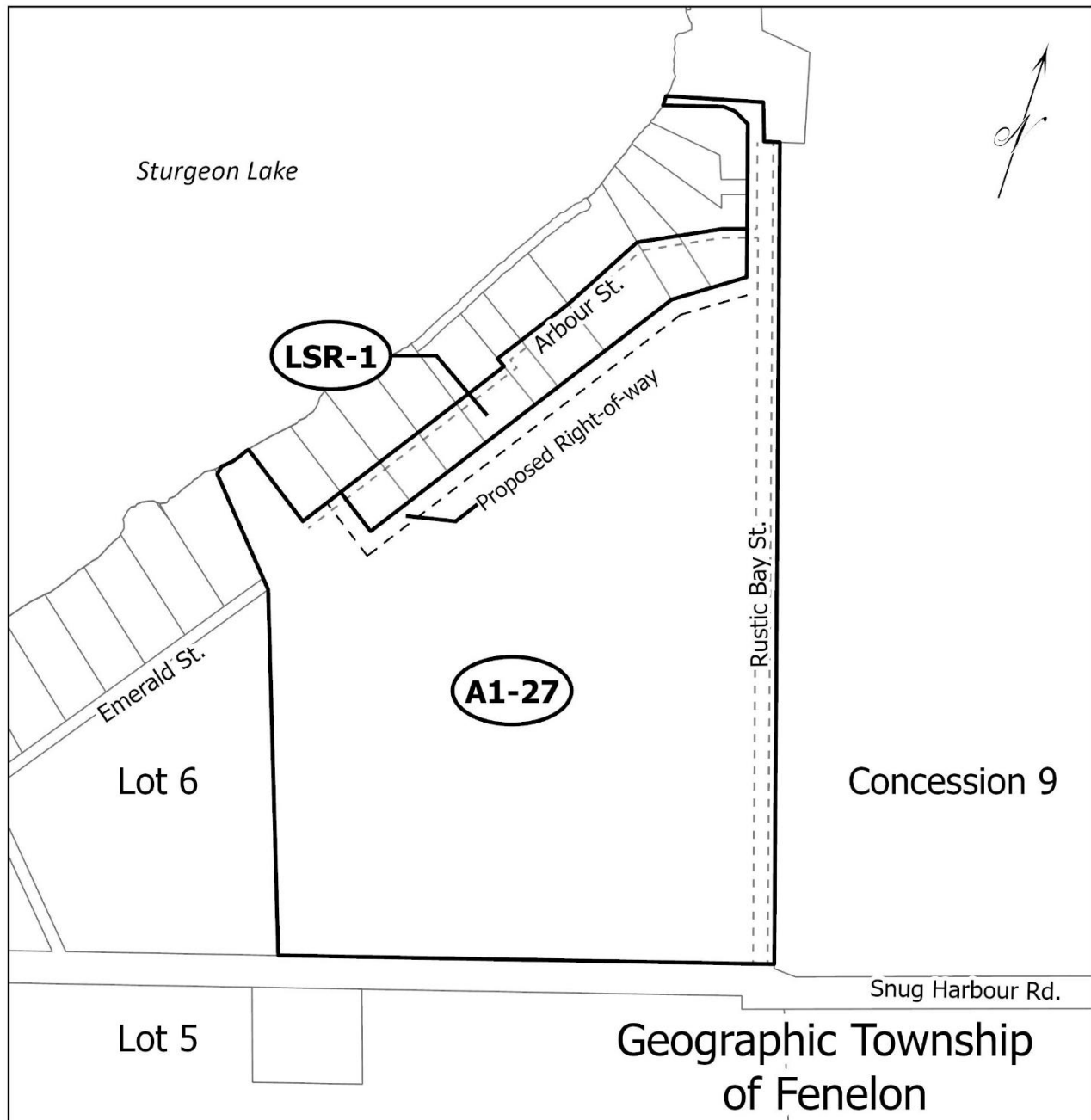
THE CORPORATION OF THE CITY OF

KAWARTHA LAKES

THIS IS SCHEDULE 'A' TO BY-LAW _____ PASSED

THIS _____ DAY OF _____ 2021.

MAYOR _____ CLERK _____



The Corporation of the City of Kawartha Lakes

By-Law 2021 -

A By-Law To Amend The Township of Eldon Zoning By-Law No. 94-14 To Rezone Land Within The City Of Kawartha Lakes

File D06-2021-010, Report PLAN2021-050, respecting Part of Lot 10, Concession 2, being Parts 1 & 3 to 6, 57R-9001, geographic Township of Eldon, being 152 Glenarm Road – Motara

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 an abattoir as a permitted 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 Part of Lot 10, Concession 2, being Parts 1 & 3 to 6, 57R-9001, geographic Township of Eldon, identified as 152 Glenarm Road, City of Kawartha Lakes.
- 1.02 **Textual Amendment:** By-law No. 94-14 of the Township of Eldon is further amended by adding the following to Section 7.3:

“7.3.33 AGRICULTURAL EXCEPTION THIRTY-THREE (A1-33) ZONE

7.3.33.1 Notwithstanding subsection 7.1.1, land zoned “A1-33” may also be used for an abattoir.

7.3.33.2 On land zoned A1-33 (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 of an abattoir on the A1-33 zoned subject land.”

1.03 **Schedule Amendment:** Schedule ‘A’ to By-law No. 94-14 of the Township of Eldon is further amended to change the zone category from the ‘Agricultural (A1) Zone’ to the ‘Agricultural Exception Thirty-Three Holding [A1-33 (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.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

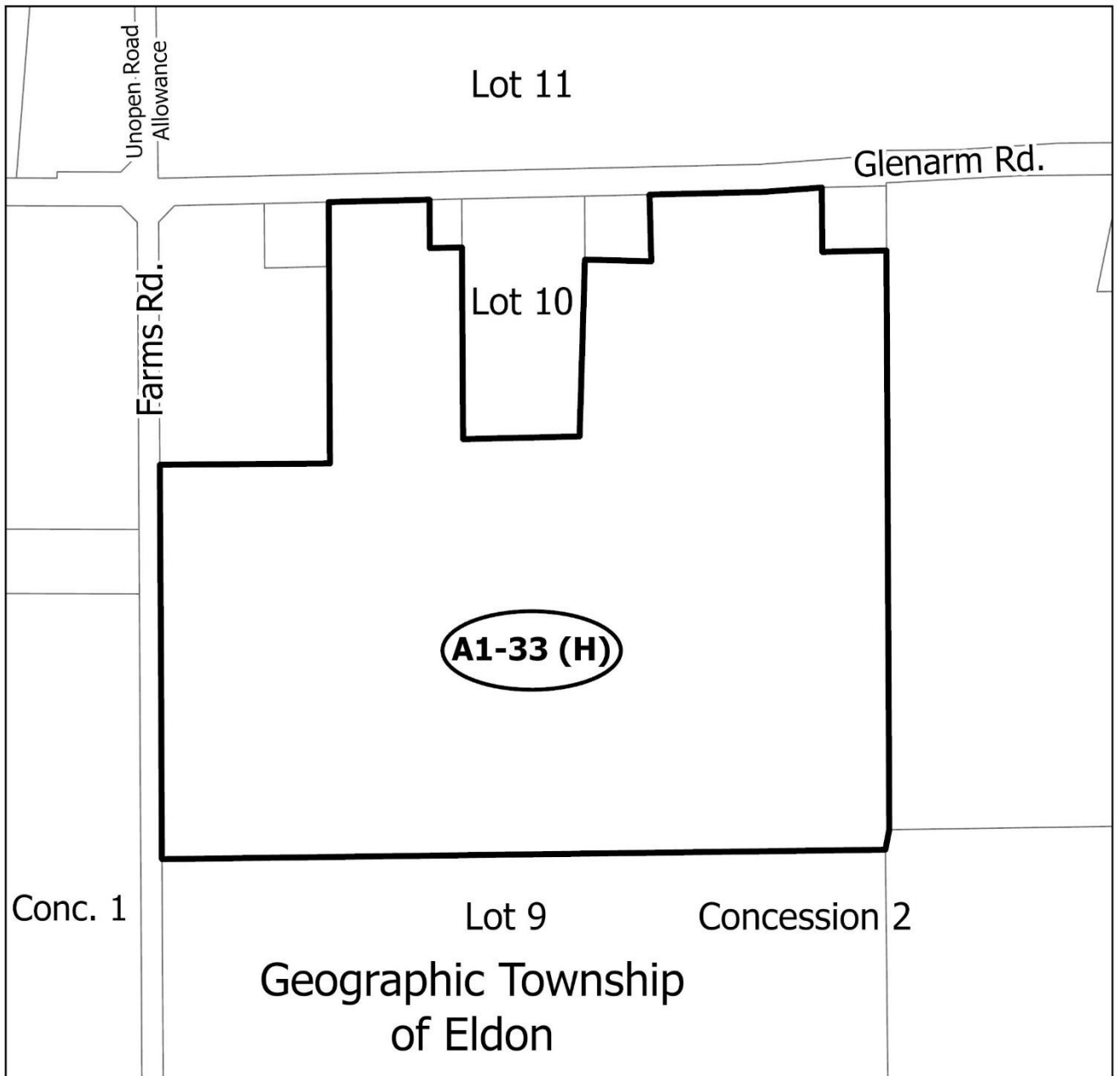
THE CORPORATION OF THE CITY OF

KAWARTHA LAKES

THIS IS SCHEDULE 'A' TO BY-LAW _____ PASSED

THIS _____ DAY OF _____ 2021.

MAYOR _____ CLERK _____



The Corporation of the City of Kawartha Lakes

By-Law 2021 – 00x

A By-Law to Repeal and Replace By-Law 2005-329, being a By-Law to Regulate the Discharge of Firearms

Recitals

1. Council considers it advisable to regulate the discharge of firearms within the municipality for the purpose of public safety;
2. The Municipal Act, 2001, Section 11(2) paragraph 6 of the Act states that a municipality may pass by-laws to protect the health, safety and well-being of persons;
3. The Municipal Act, 2001, Section 119 states that a local municipality may, for the purpose of public safety, prohibit or regulate the discharge of guns or other firearms, air-guns, spring-guns, cross-bows, long-bows or any other weapon.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this by-law 2021-00x.

Section 1.00: Definitions

1.01 Definitions: In this by-law,

- (a) **“Agent”** means a person authorized by Regulation, to act as an agent for a landowner to kill, capture or harass wildlife for the protection of property and includes:
- i. Trappers licensed under Ontario Regulation 667/98 (Trapping);
 - ii. Employees, officers or inspectors of the Provincial Animal Welfare Services authorized to investigate acts of animal cruelty under the Provincial Animal Welfare Services Act 2019, S.O. 2019, and c. 13. or any amending or successor legislation;
 - iii. Members of a landowner’s immediate family acting on behalf of the landowner on the landowner’s own agricultural land;
 - iv. Persons whose business is primarily the business of removing nuisance wildlife if they harass wildlife or if they capture and release it if it is capable of being released;

- v. Employees or agents of a municipality whose responsibility relates to wildlife control; and
 - vi. Persons who hold a valid H1 or H2 outdoors card issued under Ontario Regulation 665/98, as amended.
- (b) **"Bow"** means a longbow, compound bow, re-curve bow, or any class of, or crossbow.
- (c) **"Business"** means a person who carries on a business that includes the manufacture, assembly, possession, purchase, sale, importation, exportation, display, repair, restoration, maintenance, storage, alteration, pawn brokering, transportation, shipping, distribution or delivery of firearms, and ammunition for firearms.
- (d) **"City", "City of Kawartha Lakes" or "Kawartha Lakes"** means The Corporation of the City of Kawartha Lakes.
- (e) **"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.
- (f) **"Conservation Officer"** means a Conservation Officer or Deputy Conservation Officer appointed pursuant to the Fish and Wildlife Conservation Act.
- (g) **"Council"** means the council of the City of Kawartha Lakes.
- (h) **"Educational Property"** includes school facilities operated by a school board, a private school, a university, a provincial college, a private college or an outdoor area owned by the school when in use for instructional purposes whether or not the area is adjacent to a school building.
- (i) **"Firearm"** shall have a similar meaning as found in the Criminal Code of Canada, R.S.C., 1985, c.C.-46 and means a barreled weapon from which any shot, bullet or other projectile can be discharged and that is capable of causing serious bodily injury or death, and includes but is not limited to shotguns, rifles, air-guns, or pellet guns.
- (j) **"Highway"** means a highway as defined by the Highway Traffic Act.
- (k) **"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.

- (l) **"Municipal Law Enforcement Officer"** means a person appointed by Council under section 15 of the *Police Services Act* to enforce the by-laws of the City.
- (m) **"Normal Farm Practice"** means a practice that is conducted in a manner consistent with proper and acceptable customs and standards as established and followed by similar agricultural operations under similar circumstances and may make use of innovative technology in a manner consistent with proper advanced farm practices, and includes any practice which may be recognized as such by the Normal Farm Practices Protection Board.
- (n) **"Officer"** means a person appointed to enforce any federal or provincial legislation.
- (o) **"Person"** means any individual, directors, partnership, group or association, organization, company, corporation or cooperative which may include the registered owner of the property, any occupant of the property in question with authority to act on behalf of the registered owner, any person authorized by the registered owner to act on his or her behalf, or any lessee or occupant of the property.
- (p) **"Police Officer"** means a chief of police or other police officer in a police service which is responsible for enforcing the by-laws of the City.
- (q) **"Property"** means any parcel of land and any buildings or structures on the land and includes a portion of property.
- (r) **"Public Road"** a year round or seasonally maintained road by the City or Ministry of Transportation.
- (s) **"Recreational Purposes"** means target shooting, skeet shooting, sighting your bow or firearm, training of animals or similar activity.

1.02 Interpretation:

- (a) The regulations established by this by-law respecting the discharge of firearms apply throughout the City, except as otherwise provided.
- (b) The attached Schedules form part of the by-law and are enforceable as such.
- (c) The words "includes" and "including" are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

- (d) Nothing in this By-law shall be interpreted to restrict the rights of the First Nations and the land use in the City as reflective of Treaty 20 and the Williams Treaty.
 - (d) Nothing in this By-law shall be interpreted to alleviate the need for individuals to comply fully with all applicable Provincial and Federal legislation and regulations including but not limited to the following:
 - (i) Criminal Code;
 - (ii) Firearms Act;
 - (iii) Migratory Birds Convention Act; and
 - (iv) Fish and Wildlife Conservation Act
 - (e) Where this By-law conflicts, or is deemed to conflict, with any other applicable Federal or Provincial statute, the provisions of Federal or Provincial statute shall prevail.
- 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, invalid 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 No Person shall discharge a Firearm or Bow within the City except in accordance with this bylaw.
- 2.02 No Person shall discharge a Firearm or bow within the City except:
- i. When lawfully hunting as per the Fish and Wildlife Conservation Act; and
 - ii. On a lot greater than 2 hectares (4.94 acres).
- 2.03 No person shall possess a loaded firearm or discharge the firearm within 8 metres of the travelled portion of any highway.
- 2.04 No person shall discharge a firearm from or across any part of a right of way or highway at any time.

- 2.05 Any person while not located on a federally regulated and licensed shooting range, who discharges a firearm for purposes of target shooting and /or setting up firearm sights, shall limit the discharge to only twenty five (25) rounds being fired in a twenty four (24) hour period;
- 2.06 No owner or occupier of property shall permit the discharge of a firearm or bow on a property, which they own or occupy, except in accordance with this by-law.
- 2.07 No person shall discharge a firearm or bow in the City on private property except the registered owner, tenant, agent or other person expressly authorized by the registered owner.
- 2.08 Every person who is permitted to discharge a firearm or bow shall ensure that projectile(s) discharged from the firearm or bow will not leave the property from where the discharge took place.
- 2.09 Despite section 4.01 (a) and (b) or any other provision in this By-law, no Person shall discharge a Firearm or bow within 500 metres of any educational property, community center or public hall.
- 2.10 Despite section 4.01 (a) and (b) and any other provision in this By-law, no Person shall discharge a Firearm or bow within 150 metres of a dwelling on any residential property.

Section 3.00: Specific Provisions

- 3.01. No Person shall discharge a firearm or bow in all areas designated within an official plan as "Urban Settlement Area, Hamlet Settlement Area, Waterfront", and/or used for Commercial or Residential purposes.
- 3.02. No Person shall discharge a firearm or bow in all areas as illustrated in Schedule "A" maps and the following areas.

Area Description

- Cottages and Homes along the shoreline known as Long Point
- Municipal waste disposal sites
- Lot 12 and Lot 13, Concession 5, Township of Laxton,
- Lot 21, Lot 22, Lot 23, Lot 24 and Lot 25, Concession 1, Township of Digby and bounded on the westerly side of Monck Rd. and on the easterly side by the shoreline of Head Lake and the Head River

and on the northerly side by the allowance for road between the first and second concessions of Digby

- Within any municipal parkland or Emily Forest Tract
- South of Sturgeon Lake and the Little Bob River
- All properties North of Otter Road (Township of Bexley), and south and west of Balsam Lake, commonly referred to as Long Point
- On the North Shoreline of Lake Scugog in proximity to dwelling units along Oakdene Crescent, Little Britain
- All waterfront lots located around Crego Lake and on property owned by Kinmount Park Estates

Section 4.00: Exemptions

4.01 **General Exemptions:** The regulations established by this by-law do not apply to the activities and matters described below:

- a) Discharge by any Police Officer, Peace Officer, Municipal Law Enforcement Officer, Conservation Officer or Deputy Conservation Officer acting in the course of their duty or training under the authority of their employment;
- b) At a facility operated or utilized by Peace Officers for training purposes;
- c) At a federally regulated and licensed Business, the use and location of which is lawful and in accordance with all applicable federal, provincial and municipal laws;
- d) By a Person firing blank ammunition for the purposes of:
 - i. a ceremonial event, historical display or educational program;
 - ii. a theatrical film or television production; or
 - iii. a sporting event;
- e) Target archery or target practice with firearms, including testing, at a federally regulated and licensed shooting range, or firearms business, the use and location of which is lawful with applicable zoning and

building requirements and any other applicable federal, provincial and municipal laws of approved shooting ranges.

- f) For the Protection of Property from nuisance wildlife that may be killed or harassed in accordance with the Fish and Wildlife Conservation Act or a permit issued under the Canada Migratory Birds Regulations and a maximum of only ten (10) rounds being fired in a twenty four (24) hour period;
- g) Undertaken as a Normal Farm Practice and upon properties being used for agriculture purposes and the owner or tenant possesses a valid Farm Business Registration Number;
- h) The discharge of a firearm or bow by an individual or authorized individual while on his or her own lands provided that the owner reasonably believes there is imminent harm to any person, crops, livestock, poultry or pets and the purpose of the discharge is to protect persons or property from the immediate danger of attack from animals provided the person discharging the firearm holds a firearm license as required by law.
- i) Persons exercising his or her rights under the Protection of Livestock and Poultry from Dogs Act, R.S.O. 1990, c. L.24, or any successor thereof, who holds a firearm license required by law and such person exercises due care for the safety of persons and property in such exercise.
- j) Persons authorized under the Canadian Aviation Regulations SOR/96-433 Division III — Airport Wildlife Planning and Management where such person are authorized to kill or harass wildlife that may interfering with the safe operation of the airport.

Section 5.00 Administrative Fee

- 5.01 Where a Person or Owner has received an occurrence inspection an Administrative Fee may be charged for the inspection and the Administrative Fee as Set out in the Consolidated Fees By-law, if not paid, the fee shall be added to the tax roll of the property and shall be collected in a like manner as municipal taxes.

Section 6.00: Enforcement and Penalties

- 6.01. **Enforcement:** This by-law may be enforced by every municipal law enforcement officer and police officer.
- 6.02. **Obstruction:** No person shall hinder or obstruct, or attempt to hinder or obstruct, any person exercising a power or performing a duty under this by-law.
- 6.03. **Offences:** It is an offence for a person to contravene any provision of this by-law, and every person who contravenes this by-law is guilty of an offence and, upon conviction, is liable to a fine in accordance with the provisions of the Provincial Offences Act R.S.O and to any other applicable penalty.
- 6.04. **Multiple Offences:** The conviction of a person for the contravention of any provision of this by-law shall not operate as a bar to the prosecution against the same person for any subsequent contravention of this by-law.
- 6.05. **Court Order:** If this by-law is contravened and a conviction entered, the court in which the conviction has been entered and any court of competent jurisdiction thereafter may, in addition to any other remedy and to any penalty that is imposed, make an order prohibiting the continuation or repetition of the offence by the person convicted.

Section 7.00: General Provisions

- 7.01. **Administration:** Except where otherwise indicated, the Manager of Municipal Law Enforcement and Licensing is responsible for the administration of this by-law.
- 7.02. **Designation of Officers:** The Manager and all Municipal Law Enforcement Officers who report to the Manager are designated as officers for the purpose of this by-law.
- 7.03. **Effective Date:** This by-law comes into force on the day that it receives third reading and is passed.
- 7.04. **Repeal:** This by-law repeals By-law 2005-329, being a By-law to regulate the discharge of firearms in the City of Kawartha Lakes, and the amendments thereto, being By-Laws 2006-041, 2006-059, 2006-081, 2012-155 and 2015-084.

By-law read a first, second and third time, and finally passed, this xx day of xxxx 2021.

Mayor

Clerk

The Corporation of the City of Kawartha Lakes

By-Law 2021-XXX

A By-law to Amend By-law 2019-154, being a By-law to Delegate Authority for the Alteration of Heritage Property in the City of Kawartha Lakes

Recitals

1. Subsections 33(15) and 33(16) of the Ontario Heritage Act, R.S.O. 1990, c. o.18, as amended, provides that a Council of a municipality may pass a by-law delegate the power to consent to alterations to property designated under Part IV of the Act to an employee or official of the municipality after having consulted with its municipal heritage committee.
2. Subsections 42(16) and 42(17) of the Ontario Heritage Act, R.S.O. 1990, c. o.18, as amended, provides that a Council of a municipality may pass a by-law to delegate the power to grant permits for the alteration of a property designated under Part V of the Act to an employee or official of the municipality after having consulted with its municipal heritage committee.
3. Amendments to the Ontario Heritage Act have changed the definition of a demolition under the Act and amendments to the by-law are required to reflect the changes to the Act.
4. Council has consulted with its Municipal Heritage Committee.

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:** All defined terms in the amending by-law take their meaning from By-law 2019-154 in the City of Kawartha Lakes.
- 1.02 **Interpretation Rules:**
 - (a) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.
- 1.03 **Statutes:** References to laws in this by-law are meant to refer to the statutes, as amended from time to time, that are applicable within the Province of Ontario.
- 1.04 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

Section 2.00: Amendments to By-law 2019-154

2.01 **Amendment:** Section 1.01 is amended to include the following definition:

“demolish” means the removal of a building or structure, in whole or in part, from a property, either by destruction or relocation, or the removal of a heritage attribute from a property designated under Part IV of the Act as identified in a property’s designation by-law; and “demolition” and “demolishing” have corresponding meanings.

2.02 **Amendment:** The following is inserted as Section 2.04 and subsequent sections are renumbered:

Removal of Heritage Attributes: A heritage attribute will be considered removed and will constitute a demolition under the Act when it is removed and not replaced. A heritage attribute will be considered altered if it is removed for repair or removed and replaced in kind.

Section 3.00: Administration and Effective Date

3.01 **Administration of the By-law:** The Director of Development Services is responsible for the administration of this by-law.

3.02 **Effective Date:** This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this day of , 2021.

Andy Letham, Mayor

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 Diane Engelstad

In its role as Service Manager for both Kawartha Lakes and the County of Haliburton and in respect of the municipal incentives relating to **93 Princess St West Fenelon Falls ON K0M 1N0** 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 **Diane Engelstad** in respect of the property located at **93 Princess Street West Fenelon Falls ON K0M 1N0**, 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 **Diane Engelstad** for the provision of a municipal housing project facility located at **93 Princess St W. Fenelon Falls ON K0M 1N0** for a **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 xx day of XX, 2021.

Andy Letham, Mayor

Cathie Ritchie, City Clerk



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%20DRAFT%20for%20

**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-

Diane Engelstad

(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 93 Princess St W. Fenelon Falls, 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 60th 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 **XXX**, 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:

93 Princess St W. P.O Box 1298
 Fenelon Falls ON K0M 1N0
Attention: Diane Engelstad

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 1st 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 (1st) Charge/Mortgage against the Property in the principal amount of Twenty Six thousand, one hundred and forty two dollars \$26,142.

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.

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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: Diane Engelstad

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):

93 Princess St W. P.O Box 1298 Fenelon Falls ON K0M 1N0PLAN 100 PT LOT 12 RP
57R892 - PART 5 PIN 631570001

2. Project Unit Mix:

Two-bedroom secondary suite unit.

3. Proposed Improvements (including budget):

Total # of Units	1
Gross Floor Area (Sq.ft.)	1,000 Sq.Ft
Bedroom Size	2 bedroom
Rent Estimate	(80% of \$1,244- 2021 established average market rent) \$995.20
Renters income must be below 60th percentile	Max household income \$86,800
Project timeline	Completed within 1 year of agreement being signed
Total project costs	Est. \$50,000

SCHEDULE “B”**Financial Benefits Extended pursuant to the Agreement and the Municipal Housing
Project Facilities By-law**

Item	Amount
Additional Residential Unit registration application	\$142
Building Permit Fees	\$1,000
Provincial/Federal (OPHI) Capital Funding	\$25,000
Total AHTP Incentives and Funding	\$26,142

SCHEDULE “C”

City of Kawartha Lakes Directives

MD2020-003 KL Affordable Housing Targets Program

MD2020-007 Affordable Housing Target Program – Secondary Suite Program

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The Corporation of the City of Kawartha Lakes

By-Law 2021-____

A By-law to Appoint a Municipal Law Enforcement Officer for Limited By-law Enforcement Purposes

Recitals

1. Private property owners find it convenient to have certain municipal by-laws enforced by members of their own staff. The City receives requests, from time to time, for the appointment of citizens as municipal law enforcement officers for limited purposes.
2. The City has received such a request from Indigo Park Canada for the properties that they own at 53 Adelaide Street West, Lindsay, Ontario, 25 Westwood Court, Lindsay, Ontario and 2 Colborne Street, Lindsay.
3. 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.
4. The Manager of Municipal Law Enforcement recommends that the person put forward be appointed for limited enforcement purposes.

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 **Appointment:** Robert Daly is appointed as a Municipal Law Enforcement Officer for the limited purpose of enforcement of the applicable Kawartha Lakes parking by-laws and regulations at the properties located at 53 Adelaide Street West, Lindsay, 25 Westwood Court, Lindsay and 2 Colborne Street, Lindsay.
- 2.02 **Provincial Offences Officer:** Robert Daly is appointed as a Provincial Offences Officer for the limited purpose of enforcement of the applicable Kawartha Lakes parking by-laws and regulations at the properties located at 53 Adelaide Street West, Lindsay, 25 Westwood Court, Lindsay and 2 Colborne Street, Lindsay, in accordance with the provisions of the Provincial Offences Act, R.S.O. 1990, c.P. 33.

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 21st day of September, 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-Laws to Appoint an Inspector and Municipal Law Enforcement Officer for the City of Kawartha Lakes

Recitals

1. Council deems it appropriate to repeal various By-Laws appointing an Inspector and Municipal Law Enforcement Officer for the City of Kawartha Lakes 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: The following By-Laws are repealed:

By-Law Number	By-Law Title
2005-179	A By-law to Appoint an Inspector and Municipal Law Enforcement Officer (D. Wolven)
2020-108	A By-law to Appoint an Inspector and Municipal Law Enforcement Officer (L. Williams)

Section 3.00: Administration and Effective Date

3.01 **Administration of the By-law:** The Chief Building Official is responsible for the administration of this by-law.

By-law read a first, second and third time, and finally passed, this 21st day of September, 2021.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

The Corporation of the City of Kawartha Lakes

By-Law 2021-

A By-Law to Amend By-Law 2005-328 being A By-law to Establish Speed Limits

Recitals

1. Council adopted Resolution **CR-** on directing amendments to By-law Number 2005-328 the Speed Limit By-law.
2. An amendment is required to change speed limits on Highways.
3. These changes require an amendment to the original by-law.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law **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
Pigeon Lake Road (CKL Road 17) 2018-109, effective June 19, 2018	CKL Road 36	A point 150 m south of Fall's Bay Road

- 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
Pigeon Lake Road (KL Road 17)	250m north of Old Surrey Lane	KL Road 36

Pigeon Lake Road (KL Road 17)	300m south of the south intersection with Purdue Road	200m north of the north intersection with Purdue Road
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- 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
Glenarm Road (KL Road 8)	250m west of Fenel Road	250m East of Fenel Road
Balsam Lake Drive	Portage Road (KL Road 48)	Parkside Road

Section 3.00: Administration and Effective Date

- 3.01 **Administration of the By-Law:** The Director of Engineering and Corporate Assets is responsible for the administration of this by-law. The Director of Public Works is responsible for the installation and maintenance of signs authorized by this by-law.
- 3.02 **Effective Date:** This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this 21 day of September, 2021.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

The Corporation of the City of Kawartha Lakes

By-Law 2021-____

A By-law to Provide for the Erection of Stop Signs in the City of Kawartha Lakes at Victoria Avenue North and Wellington Street, in the Town of Lindsay

Recitals

1. Council adopted Resolution Number CR2021-xxx approving of the Traffic Control in this area.
2. The Municipal Act, 2001, S.O.2001, c.25 authorizes municipal councils to pass by-laws respecting traffic on highways under their jurisdiction, in conjunction with the provisions and requirements of the Highway Traffic Act, R.S.O. 1990, c.H.8.
3. This by-law enacts the approved traffic control.

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;

“Director of Engineering and Corporate Assets” means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council.

“Director of Public Works” means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council.

1.02 Interpretation Rules:

- (a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.
- (b) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.
- (c) Except as otherwise provided in section 1.01, the words and terms used in this by-law have the same meaning as the words and terms used in the Highway Traffic Act, R.S.O. 1990, c.H.8.

- 1.03 **Statutes:** References to laws in this by-law are meant to refer to the statutes, as amended from time to time, that are applicable within the Province of Ontario.
- 1.04 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

Section 2.00: Regulate Traffic

- 2.01 **All Way Stop:** Stop signs shall be erected at all corners of the intersection of Victoria Avenue North and Wellington Street in the Town of Lindsay.

Section 3.00: Enforcement, Offence and Penalties

- 3.01 **Enforcement:** This by-law may be enforced by every police officer.
- 3.02 **Obstruction:** No person shall hinder or obstruct, or attempt to hinder or obstruct, any person exercising a power or performing a duty under this by-law.
- 3.02 **Offence and Penalty:** It is an offence for a person to contravene any provision of this by-law, and every person who contravenes this by-law is guilty of an offence and, on conviction, is liable to a fine in accordance with the provisions of the Provincial Offences Act, R.S.O. 1990, Chapter P.33, as amended and the Highway Traffic Act, R.S.O. 1990, c.H.8 and any other applicable penalty.

Section 4.00: Administration and Effective Date

- 4.01 **Administration of the By-law:** The Director of Engineering and Corporate Assets is responsible for the administration of this by-law. The Director of Public Works is responsible for the installation and maintenance of any traffic control signal systems, other traffic control signals, and signs authorized by this by-law.
- 4.02 **New Traffic Control Signals:** In accordance with the requirements of subsection 144(31) of the Highway Traffic Act, R.S.O. 1990, c.H.8., the Director of Engineering and Corporate Assets is designated by Council as the person whose approval is required prior to the erection or installation of any new traffic control signal system or traffic control signal used in conjunction with a traffic control signal system that has been authorized by this by-law.

4.03 **Effective Date:** This By-law shall come into force on the date it is finally passed, and after properly worded signs have been erected.

By-law read a first, second and third time, and finally passed, this 21 day of September, 2021.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

The Corporation of the City of Kawartha Lakes

By-Law 2021 -

A By-law to Amend the Township of Ops Zoning By-law No. 93-30 to Remove The Holding Symbol (H) From A Zone Category On Property Within The City Of Kawartha Lakes

[File D06-2021-018, Report PLAN2021-044, respecting Part of Lots 9 & 10, Concession 2, Geographic Township of Ops, identified as 35 Brook Street – BATL Management Inc.]

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. 2019-098, 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 Tourist Commercial Exception Two – Holding [CT-2(H)] Zone.
4. The conditions imposed by Council and shown in By-law 2019-098 have been complied with.
5. Council deems it appropriate to remove the Holding (H) symbol.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2021-__.

Section 1:00 Zoning Details

- 1.01 **Property Affected:** The Property affected by this By-law is described as Part of Lots 9 & 10, Concession 2, Geographic Township of Ops, City of Kawartha Lakes.
- 1.02 **Schedule Amendment:** Schedule 'A' to By-law No. 93-30 of the Township of Ops is further amended to remove the Holding (H) symbol from the 'Tourist Commercial Exception Two – Holding [CT-2(H)] Zone' for the land referred to as 'CT-2', as shown on Schedule 'A' attached to this By-law.

Section 2:00 General Terms

- 2.01 **Effective Date:** This By-law shall come into force and take effect on the date it is finally passed, subject to the provisions of 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.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

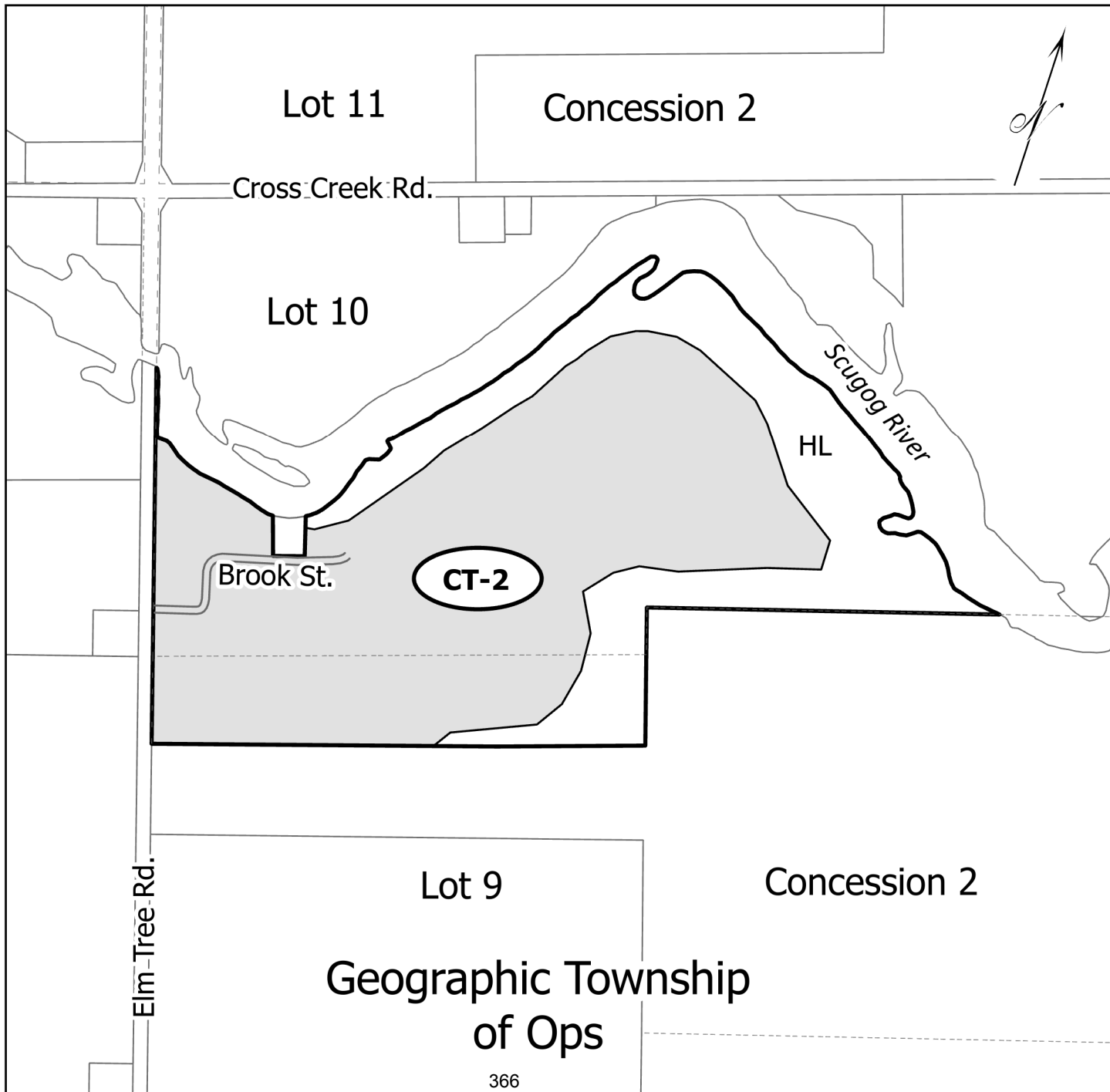
THE CORPORATION OF THE CITY OF

KAWARTHA LAKES

THIS IS SCHEDULE 'A' TO BY-LAW _____ PASSED

THIS _____ DAY OF _____ 2021.

MAYOR _____ CLERK _____



The Corporation of the City of Kawartha Lakes

By-Law 2021 -

A By-Law To 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 # 63160-0414(LT), Described as Lots 53 and 54, Plan 190, Geographic Township of Fenelon, Now City of Kawartha Lakes

File D30-2021-005, Report PLAN2021-053, respecting lands behind 67 West Street
North – MUSKOKA D&M CORP.

Recitals:

1. Section 50(4) of the Planning Act, R.S.O. 1990, c.P.13 authorizes Council to deem any plan of subdivision, or part of a plan of subdivision, that has been registered for eight years or more, not to be a registered plan of subdivision for the purposes of Subsection 50(3) of the Planning Act, R.S.O. 1990, c.P.13.
2. Council has been requested to pass a deeming By-law, by the owner of the land described in Section 1 of this By-law.
3. A duplicate of this By-law shall be registered in the Land Registry Office in accordance with the Planning Act, R.S.O. 1990, c.P.13.
4. Notice of the passing of this By-law shall be mailed to the owner(s) of the land described in Section 1 of this By-law.
5. Council considers it appropriate to enact the requested By-law.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2021-__.

Section 1:00 Details

- 1.01 **Property Affected:** PIN # 63160-0414(LT). The Property affected by this By-law is described as Lots 53 and 54, Registered Plan 190, geographic Township of Fenelon, City of Kawartha Lakes.
- 1.02 **Deeming Provision:** The Property is deemed not to be part of a Registered Plan of Subdivision of the purposes of Subsection 50(3) of the Planning Act, R.S.O. 1990, c.P.13.

Section 2:00 General Terms

2.01 **Force and Effect:** This By-law shall come into force on the date it is finally passed, subject to the provisions of Sections 50(26), 50(28), and 50(29) of the Planning Act, R.S.O. 1990, c.P.13.

By-law read a first, second and third time, and finally passed, this ** day of **, 2021.

Andy Letham, Mayor

Cathie Ritchie, Clerk

The Corporation of the City of Kawartha Lakes

By-Law 2021-____

A By-law to Repeal a By-Law to Appoint a Deputy Chief Building Official for the City of Kawartha Lakes

Recitals

1. Council deems it appropriate to repeal a By-law appointing a Deputy Chief Building Official for the City of Kawartha Lakes 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: The following By-Laws are repealed:

By-Law Number	By-Law Title
2009-063	A By-law to Appoint a Deputy Chief Building Official and Prescribe the Duties and Responsibilities (D. Wolven)

Section 3.00: Administration and Effective Date

3.01 **Administration of the By-law:** Chief Building Official is responsible for the administration of this by-law.

By-law read a first, second and third time, and finally passed, this 21st day of September, 2021.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

The Corporation of the City of Kawartha Lakes

By-Law 2021-____

A By-law to Authorize the Execution of a Lease Agreement between Horizon Aircraft, Inc. and The City of Kawartha Lakes for a Commercial Building at the Municipal Airport, 3187 Highway 35, Lindsay, in the City of Kawartha Lakes

Recitals

1. Section 5.03 (3) of 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, required that Lease Agreements with revenue or expense over \$10,000.00 per year with a lease term of five (5) years or under, must be approved by Council.
2. This by-law approves a Lease agreement for a five (5) year term, which will expire on 30th day of September, 2026.

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, that are applicable within the Province of Ontario.

- 1.04 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

Section 2.00: Approval Authorization

- 2.01 **Approval:** The Agreement attached to this By-Law as Schedule A is hereby approved. Minor amendments to the agreement, as approved by the City Solicitor, may be made before execution.
- 2.02 **Authorization:** The Mayor and City Clerk are authorized to sign the agreement attached to this By-Law as Schedule A, as may be amended as set out in section 2.01 hereto, and affix the corporate seal to it.

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 21st day of September, 2021.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

Schedule A



Schedule A - Lease -
Horizon Aircraft Pov

AGREEMENT made this 1st day of October of 2021

B E T W E E N

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

hereinafter called the "Landlord"

—and—

HORIZON AIRCRAFT, INC.

hereinafter called the "Tenant"

1. PREMISES

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

In the geographic Township of Ops, City of Kawartha Lakes, municipally known as 3187 Highway 35 North, Lindsay, and legally described as part of the North half of Lot 23, Concession 3; part of Lot 24, Concession 3; part of the south half of Lot 25, Concession 3; as in VT63568, A12243 & VT63532, further identified on Schedule "A" outlined in red, located within the General Aviation Area at the Kawartha Lakes Municipal Airport. The building identified within Schedule "A" is in favour of the Landlord.

hereinafter referred to as the "Demised Premises"

2. TERMS AND CONDITIONS

The lease shall be for a term of five (5) years commencing the 1st day of October, 2021 and concluding on the 30th day of September, 2026 ("the Term"), unless terminated in accordance with this lease.

3. QUIET ENJOYMENT

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

4. RENT

- a) During each Term of this Lease, the Rent will be Twenty-Four Thousand, Eleven dollars and Thirty-Six cents (\$24,011.36) ("the **Rent**") plus HST. Such rent is adjusted each year in accordance with the Ontario Consumer Price Index. The Rent is payable as follows:
- b) The tenant may elect to pay the annual rent in monthly installments of Two Thousand, Ninety-Four dollars and Ninety-Five cents (\$2,000.95) plus HST and shall be paid in full annually prior to the anniversary of every year being the 1st day of October.
 - i. The Rent is based on the current building space being utilized exclusively by the Tenant annually in the approximate amount of 4,000 square and approximately feet calculated at \$3.90 per square footage being a total annual rate of \$15,600;
 - ii. The Rent is based on the gravel/asphalt space being utilized exclusively by the Tenant annually in the approximate amount of 10,000 square feet calculated at \$0.20 per square footage and approximately 3,000 square feet of exclusive grass area calculated at \$0.20 per square footage being a total annual rate of \$2,600;
 - iii. The Rent portion of property taxes are annually calculated in the amount of \$5,811.36.
 - iv. The Rent does not include utilities of the building and any utilities used are the sole responsibility of the Tenant.
- c) Recovery of the discrepancy of amounts from the six (6) month term between the 1st day of April, 2021 and the 30th day of September 2021 (the Six Month Term). During this period the Landlord made a drafting error on the agreement and the amounts below reflect the error.
 - i. In the agreement for the Six Month Term the Landlord identified the Tenant's rent in the amount of Seven Thousand, Eight Hundred dollars (\$7,800.00) plus HST and had an option for monthly installments of One Thousand, Three Hundred dollars (\$1,300) plus HST.
 - ii. In the agreement for the Six Month Term the amount identified should have been Twelve Thousand, Five dollars and Sixty-Eight cents (\$12,005.68) plus HST. The monthly amount should have been Two Thousand dollars and Ninety-Five cents (\$2,000.95) plus HST. This is a discrepancy of Four Thousand, Two Hundred, Five dollars and Sixty-Eight cents (\$4,205.68). This discrepancy in monthly installments of Seven Hundred dollars and Ninety-Five cents (\$700.94) for the Six Month Term. The detailed

calculation of the discrepancy is described below. The Tenant may elect to make one payment for the discrepancy in the amount of Four Thousand, Two Hundred, Five dollars and Sixty-Eight cents (\$4,205.68) for the Six Month Term. The Landlord suggests the Tenant resolve this discrepancy of the Six Month Term through monthly installments during the Term being for 60 months in the amount of Seventy dollars and Ten cents (\$70.10). This amount must be paid in full before the termination of this agreement.

1. The Rent is based on the current building space being utilized exclusively by the Tenant annually in the approximate amount of 4,000 square and approximately feet calculated at \$3.90 per square footage being a total annual rate of \$7,800;
 2. The Rent is based on the gravel/asphalt space being utilized exclusively by the Tenant annually in the approximate amount of 10,000 square feet calculated at \$0.20 per square footage and approximately 3,000 square feet of exclusive grass area calculated at \$0.20 per square footage being a total annual rate of \$1,300;
 3. The Rent portion of property taxes are annually calculated in the amount of \$2,905.68.
- d) For clarity, HST means the goods and services tax imposed under the *Excise Tax Act* (Canada) and any goods and services taxes, value added, sales, use, consumption or other similar taxes of whatsoever name imposed by the Government of Canada or by a provincial or local government having jurisdiction.
- e) For any extension of the Term thereof, the Annual Rent shall be negotiated but largely upon the same terms and conditions as set out herein
- f) The Landlord or the Tenant can terminate this agreement with 1 year notice

5. NET LEASE AND RENT

- a) The said Tenant covenants with the said Landlord to pay Annual Rent; and to pay taxes, including local improvements.
- b) It is the intent of the Landlord and the Tenant that this Lease is absolutely net to the Landlord, and any amount or any obligation which is not expressly declared herein to be that of the Landlord shall be deemed to be the obligation of the Tenant to be performed by and at the expense of the Tenant, and, for greater certainty, the Tenant covenants and agrees that it will be responsible for, among other things, the cost of constructing any building(s) on the Demised Premises, maintaining, repairing (including structural) and replacing any building(s), improvements, structures and fixtures, including, without limitation, the Hangar,

as constructed on the Demised Premises and for all other costs which a normal and prudent owner would incur and/or make as if it was a fee simple owner of the Demised Premises.

6. NUISANCE

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

7. USE

The Tenant or any occupant shall use and occupy the Demised Premised only for the purpose of recreational aircraft hangar, engineering and design aircraft business.

8. REFUEL

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

9. MAINTENANCE, REPAIR AND REPLACEMENT

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

- a) Storage of rubbish, refuse, debris or other objectionable material;
- b) Storage of inflammable or explosive substances; and
- c) Fuels, other than fuel tanks internal to the stored aircraft.
- d) Any fuel or substance related to aircraft repair or maintenance in unapproved containers or in any quantity in excess of 5 gallons.

10. TOXIC SUBSTANCE AND WASTE

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

- b) The Tenant shall be responsible for the proper removal and disposal of all hazardous or toxic substances, materials or wastes, pollutants or contaminants, aircraft fluids, petroleum products or by-products.
- c) The Tenant shall not discharge or cause to be discharged or however pass into the sewer systems, storm drains or surface drainage facilities, at the Airport, any deleterious material or noxious, contaminated or poisonous substances;
 - i. In the event of a discharge or escape of such deleterious materials or noxious, contaminated or poisonous substance in and under the control of the Tenant, the Tenant shall terminate and rectify all damage or injury therefrom to the satisfaction of the Landlord; and
 - ii. The Tenant shall save the Landlord harmless against and from any and all liabilities, obligations, damages, penalties, claims, cost including compliance and clean-up costs, charges, expenses and disbursements including, without limitation, legal fees and expenses, fees of expert witnesses, engineers and other consultants which may be imposed upon, incurred by or asserted against the Landlord by reason of any environmental contamination of the premises caused by the Tenant or its employees, agents or invitees.

11. COMPLIANCE WITH LAW AND OTHER POLICIES

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

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

12. INSURANCE

The Tenant shall, throughout the Term of this Lease and at its sole cost and expense keep in force insurance policies described as follows:

- a) Aviation General Liability Insurance shall be in the name of the Tenant with the **Corporation of the City of Kawartha Lakes** named as an additional insured, with limits of not less than two million dollars (\$2,000,000.00) inclusive per occurrence. Coverage shall include but is not limited to bodily injury, personal injury, death and

damage to property including loss of use thereof, products and completed operations liability, premises liability, blanket contractual liability, owners and contractors protective, contingent employers liability and contain a cross liability and severability of interest clause.

- b) Aircraft Liability Insurance of not less than two million dollars (\$2,000,000.00) inclusive per occurrence. Coverage shall include but is not limited to bodily injury, personal injury, death and damage to property in respect to the use or operation of all aircraft owned, operated or leased by the Tenant.
- c) Tenant's Legal Liability insurance in an amount not less than two hundred and fifty thousand dollars (\$250,000.00) representing the actual cash value of the buildings and structures on the Demised Premises in the Tenant's care, custody or control, including loss of use thereof. The policy shall not allow subrogation claims by the Insurer against the Landlord.
- d) Comprehensive Boiler and Machinery insurance in an amount not less than the replacement value of the permanent or temporary mechanical equipment including boilers and pressure vessels, and other insurable objects in the Demised Premises and controlled by the Tenant.
- e) All Risk Property insurance in an amount equal to the full replacement cost of property of every description and kind owned by the Tenant or for which the Tenant is legally responsible, and which is located on or about the Demised Premises, including without limitation anything in the nature of contents or a leasehold improvement. The Tenant acknowledges that such contents or leasehold improvements are not covered under any insurance policies of the Landlord. The Tenant's policy shall not allow subrogation claims by the Insurer against the Landlord. The policy shall include business interruption for a period of no less than 12 months.

The Tenant shall provide the Landlord, 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 Landlord and with policies in a form satisfactory to the Landlord. All policies shall be endorsed to provide the Landlord 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 Tenant. All policies shall apply as primary and not as excess of any insurance available to the Landlord. As determined by the Landlord, the Tenant may be required to provide and maintain additional insurance coverage(s) or increased limits, which are related to this Lease.

The Tenant covenants that he will not do or permit to be done any act or thing which may make void or voidable any insurance upon any building, or part thereof, upon the

said Demised Premises, or which may cause any increased or additional premium to be payable for any such insurance.

13. REVIEW OF INSURANCE COVERAGE

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

14. INDEMNIFICATION

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

15. CONSTRUCTION LIEN

The Tenant shall at all times indemnify and save harmless the Landlord from and against any and all claims, demands, loss, costs, charges, actions and other proceedings under the *Construction Lien Act*, R.O.S. 1990, c C.30, as amended from time to time, in connection with any work done for the Tenant at or on the Demised Premises, and shall at its own expense, within 10 days of notice of any such lien, certificate of action, remove from the registered title to the Demised Premises, of every claim for lien or certificate of action having to do with such work and in any event within 10 days of being notified in writing by the Landlord to do so, failing which the Landlord may see to such removal and recover the expense and all attendant costs from the Tenant as rent owing and in arrears.

16. LANDLORD'S REMEDIES

a) GENERAL

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

and, the current month's rent, together with rent for the balance of the Term shall be immediately due and payable.

b) RECOVERY OF PAYMENT

In section 17 a, such taxes or accrued portion thereof shall be recoverable by the Landlord in the same manner as the rent hereby reserved.

c) PROVISIO FOR RE-ENTRY ON DEFAULTS BY THE TENANT If:

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

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

d) LANDLORD'S RIGHT TO CURE DEFAULTS

The Landlord (without limiting any other remedy which it may have) shall have the right at all times to enter the Demised Premises and any structures, improvements and fixtures thereon, for the purpose of curing any default of the Tenant, and no such entry for such purpose shall be deemed to work a forfeiture or termination of this Lease, and the Tenant shall permit such entry. The Landlord shall give not less than twenty-four (24) hours' notice to the Tenant of its intention to enter for such purpose, but may enter upon a shorter period of notice, or without notice where in the Landlord's reasonable judgment there is real or apprehended emergency or danger to persons or property, or where any delay in remedying such default would or might materially prejudice the Landlord. The Tenant shall reimburse the Landlord upon demand for all expenses incurred by the Landlord in remedying any default, together with interest hereon at the prime lending rate of The Canadian Imperial Bank of Commerce plus five percent (5%) per annum from the date incurred until paid. The Landlord shall be under no obligation to remedy any default of the Tenant, and shall not incur any liability to the Tenant for any action or omission in the course of its remedying or attempting to remedy any such default unless such act amounts to intentional misconduct or gross negligence of the Landlord.

e) NO EXEMPTION FROM DISTRESS

- i. Notwithstanding the benefit of any present or future statute taking away or limiting the Landlord's right of distress, none of the goods and chattels of the Tenant on the Demised Premises at any time during the set Term shall be exempt from levy by distress for rent in arrears.
- ii. This covenant and agreement may be pleaded as an estoppel against the Tenant in any action brought to test the right to the levying upon any such goods as are named as exempted in any Act above referred to, the Tenant waiving, as he hereby does, all and every benefit that could or might have accrued to him under and by virtue of any such Act for the above covenant.

f) REMEDIES OF LANDLORD ARE CUMULATIVE

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

17. RELOCATION

- a) Should the Landlord require the Demised Premises, the Landlord upon at least thirty (30) day's written notice to the Tenant, may require the Tenant to relocate to an alternative location, provided that the Landlord shall pay the Tenant's reasonable costs of relocation.
- b) Should the Tenant wish to relocate to an alternative location, the Tenant shall first obtain the Landlord's written consent. The Tenant shall be responsible for one hundred percent (100%) of the Tenant's cost of relocation.

18. HOLDING OVER

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

19. RIGHT OF ENTRY

The Landlord or the Landlord's representatives shall have the rights with twenty-four (24) hour notice, during normal business hours unless in the case of an anticipated or current emergency, to enter the Demised Premises to inspect

- a) general condition and state of repair thereof;
- b) to make repairs permitted under the Lease;
- c) to show the Demised Premises to any prospective tenant, purchaser or lender;
or
- d) for any other reasonable and lawful purpose.

20. GRASS CUTTING AND SNOW PLOWING

The landlord will be responsible for all grass cutting and snow removal to within two feet of the hangar for the Demised Premises.

21. INTERPRETATION

It is agreed that every covenant, proviso and agreement herein contained shall enure to the benefit of and be binding upon the Parties hereto and their heirs, executors, administrators, successors and assigns, and that all covenants herein contained shall be construed as being joint and several, and that when the context so requires or permits

the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neuter, as the case may be, were expressed.

22. ENTIRE AGREEMENT

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

23. AMENDMENTS AND WAIVERS

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

24. SUCCESSORS AND ASSIGNS

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

25. SURVIVAL

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

26. SEVERABILITY

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

27. ELECTRONIC SIGNATURES

This Agreement may be executed and delivered by facsimile or other electronic means, which electronic copies shall be deemed to be original.

28. NOTICES

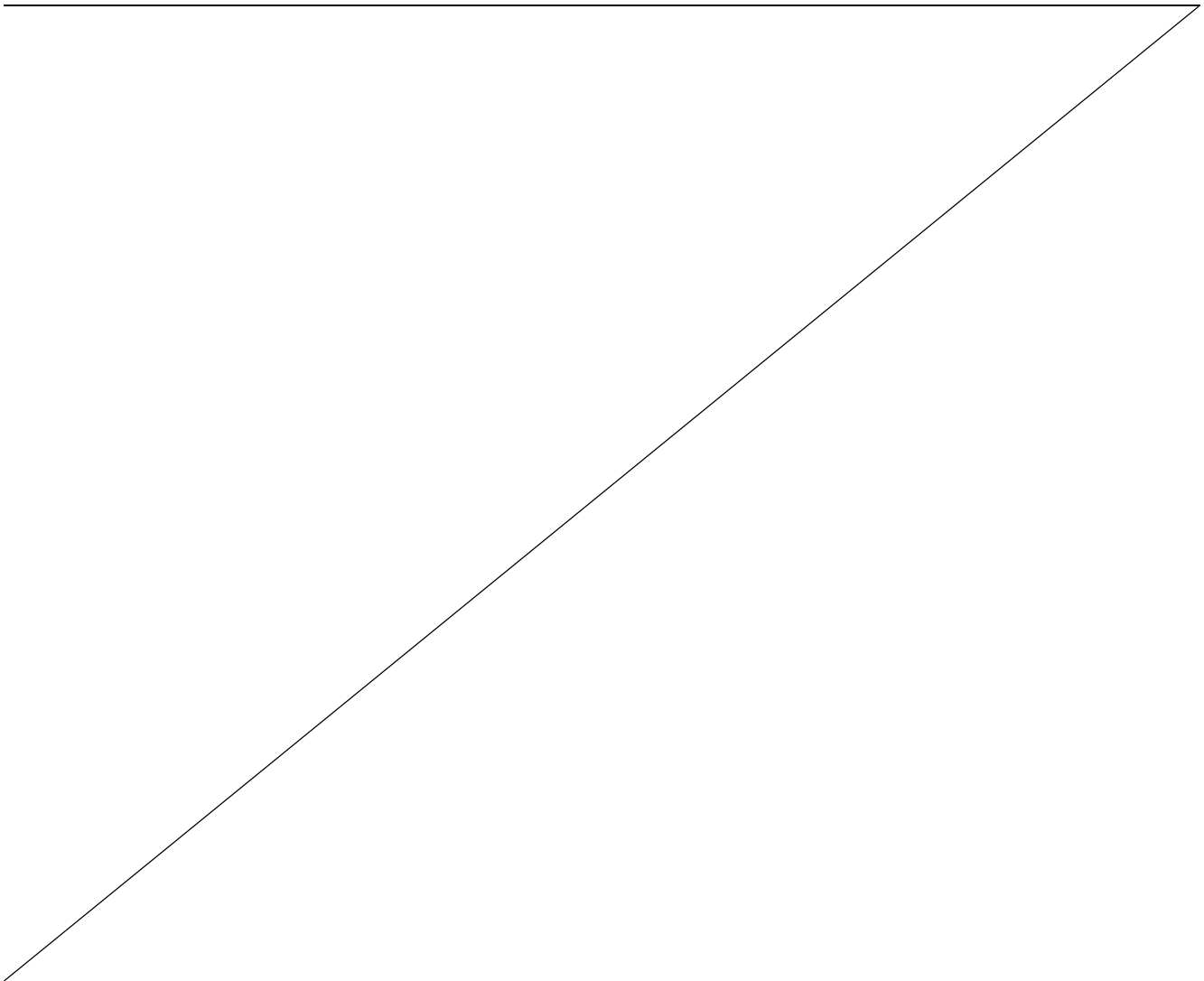
All notices required or permitted to be given under this Lease shall be in writing and shall be deemed to be properly given if hand-delivered, sent by confirmed facsimile and by registered mail postage prepaid, return receipt requested, or by courier, to the Parties at their respective addresses as set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

- a. if to the Landlord:
The City of Kawartha Lakes
26 Francis St.
Box 9000
Lindsay, On. K9V5R8

Attention: Clerks

- b. if to the Tenant:
Horizon Aircraft Power Systems Inc.
18 Hayeraft St.
Whitby, On. L1P 0C6

Attention: Brandon Robinson



29. FREEDOM OF INFORMATION

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

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

Executed at _____ on the _____ day of _____ 2021

**HORIZON AIRCRAFT POWER SYSTEMS
INC.**

Per: _____
Name: Brandon Robinson
Title: Chief Executive

I have authority to bind the Tenancy

Executed at _____ on the _____ day of _____ 2021

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

Per: _____
Name: Andy Letham
Title: Mayor

Per: _____
Name: Cathie Ritchie
Title: City Clerk

I have authority to bind the Corporation.

SCHEDULE A



Schedule%20A.pdf

Airport



Legend

- Property Roll Number
- Property PIN
- Road Centreline (2016 Needs)

Notes

Notes

0.11

Kilometers

WGS_1984_Web_Mercator_Auxiliary_Sphere
© City Of Kawartha Lakes



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

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, September 21, 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, September 21, 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 21st day of September 2021.

Andy Letham, Mayor

Cathie Ritchie, City Clerk