

# The Corporation of the City of Kawartha Lakes Agenda

## Regular Council Meeting

CC2024-13

Tuesday, October 22, 2024

Open Session Commencing at 1:00 p.m.

Council Chambers

City Hall

26 Francis Street, Lindsay, Ontario K9V 5R8

### Members:

Mayor Doug Elmslie

Deputy Mayor Charlie McDonald

Councillor Ron Ashmore

Councillor Dan Joyce

Councillor Mike Perry

Councillor Tracy Richardson

Councillor Eric Smeaton

Councillor Pat Warren

Councillor Emmett Yeo

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pursuant to Trespass to Property Act, R.S.O. 1990, c.T.21.

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Friday, October 18, 2024 at 12:00 p.m.

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1.	<b>Call to Order</b>	
1.1	Recognition of Early Childhood Educator Appreciation Day	
2.	<b>Opening Ceremonies</b>	
2.1	O Canada	
2.2	Moment of Silent Reflection	
2.3	Adoption of Open Session Agenda	
3.	<b>Disclosure of Pecuniary Interest</b>	
4.	<b>Notices and Information by Members of Council and Staff</b>	
4.1	Council	
4.2	Staff	
5.	<b>Council Minutes</b>	15 - 51
	<b>Regular Council Meeting, September 24, 2024</b>	
	<b>That</b> the Minutes of the Regular Council Meeting of September 24, 2024, be received and adopted.	
6.	<b>Deputations</b>	
6.1	CC2024-13.6.1	52 - 59
	<b>Request for Support of Bobcaygeon Creeks Inc. Proposed Purchase of Unpatented Land from the Ministry of Natural Resources relating to Item 11.1.2 on the Agenda</b>	
	Brian Jackett, Bobcaygeon Creeks Inc.	
	<b>That</b> the deputation of Brian Jackett, of Bobcaygeon Creeks Inc., regarding a <b>Request for Support of Bobcaygeon Creeks Inc. Proposed Purchase of Unpatented Land from the Ministry of Natural Resources</b> , be received.	
7.	<b>Correspondence</b>	

- 7.1 CC2024-13.7.1 60 - 61
- Alexandra Public School Stop Sign Safety  
relating to Items 12.1 and 12.2 on the Agenda**  
Karen Fretz
- That** the correspondence from Karen Fretz, **regarding Alexandra Public School Stop Sign Safety**, be received.
- 7.2 CC2024-13.7.2 62 - 69
- Request for the Resurfacing of Lakebreeze Road, Fenelon Falls, in 2025**  
Dan Jones
- That** the correspondence from Dan Jones, **regarding a Request for the Resurfacing of Lakebreeze Road, Fenelon Falls, in 2025**, be received.
- 7.3 CC2024-13.7.3 70 - 71
- Request for the Unnamed Road Accessing Riverwood Park, former Ops Township, to be Named Wagstaff Road**  
Scott Wagstaff
- That** the correspondence from Scott Wagstaff, **regarding a Request for the Unnamed Road Accessing Riverwood Park, former Ops Township, to be Named Wagstaff Road**, be received.
8. **Presentations**
9. **Committee of the Whole**
- 9.1 Correspondence Regarding Committee of the Whole Recommendations
- 9.2 Committee of the Whole Minutes 72 - 82
- Committee of the Whole Meeting, October 8, 2024**
- That** the Minutes of the Committee of the Whole Meeting of October 8, 2024, 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 CW2024-171
- That** the deputation of John Bianco, **regarding Maintenance Issues within the Village of Omeme**, be received.

9.3.2 CW2024-172

**That the deputation of Rodger Cooke, regarding a Telecommunications Facility Concurrence Application - 498 Golf Course Road, Geographic Township of Manvers, be received.**

9.3.3 CW2024-173

**That the deputation of Keith Aubrey, regarding Water Infrastructure on Bruce Street and Doble Drive, Oakwood, be received.**

9.3.4 CW2024-174

**That the deputation of Glenda Morris, regarding Sidewalk Safety within Lindsay, be received.**

9.3.5 CW2024-175

**That the deputation of Eric Belchamber, regarding a Telecommunication Facility Concurrence Application - 498 Golf Course Road, Geographic Township of Manvers, be received.**

9.3.6 CW2024-176

**That the presentation by Sara Johnston, Chief, Paramedic Services, James Smith, Manager of Building and Property, Ryan Stitt, of Salter Pilot Architecture and Brandon Bartoluzzi, of Salter Pilon Architecture, regarding the Paramedic Headquarters and Fleet Centre Update, be received.**

9.3.7 CW2024-177

**That Report BP2024-003, Paramedic Headquarters and Fleet Centre Update, be received;**

**That the Lease Agreement between Trillium Lakelands District School Board and the Corporation of the City of Kawartha Lakes as generally outlined in Appendix A to Report BP2024-003, be approved; and**

**That the Mayor and City Clerk be authorized to execute the agreement.**

9.3.8 CW2024-178

**That the presentation by Joseph Kelly, Traffic Management Supervisor, regarding Automated Speed Enforcement, be received.**



- 9.3.9 CW2024-179
- That** Report ENG2024-022, **Automated Speed Enforcement Update**, be received.
- 9.3.10 CW2024-180
- That** Report CORP2024-022, **Mandatory Connection By-Law Review**, be received; and
- That** Council approve the amendments to By-Law 2014-255, A By-Law To Require Owners of Buildings To Connect Such Buildings To Drinking Water Systems and/or Wastewater Collection Systems in The City of Kawartha Lakes, as specified in Appendix B.
- 9.3.11 CW2024-181
- That** Report PLAN2024-057, **498 Golf Course Road (Geographic Township of Manvers)**, be received;
- That** the 90.0 metre telecommunication facility proposed at 498 Golf Course Road and generally outlined in the Appendices to Report PLAN2024-057, be supported by Council, conditional upon the applicant entering into a Telecommunication Facility Development Agreement with the City; and
- That** Innovation, Science and Economic Development (ISED) Canada, the applicant, and all interested parties be advised of Council's decision.
- 9.3.12 CW2024-182
- That** Report ED2024-040, **Rural Economic Development Funding Novation Agreement**, be received; and
- That** the Mayor and Clerk, following a review of the agreements to the satisfaction of the City Solicitor, be authorized to execute the Novation Agreement with the Province of Ontario for the Growing Local Food Wholesale Market in the Kawartha Region project, attached as Appendix A.
- 9.3.13 CW2024-183
- That** Report PLAN2024-056, **Provincial Planning Statement, 2024 – Information Report**, be received.
- 9.4 Items Extracted from Committee of the Whole Minutes

**10. Planning Advisory Committee**

10.1 Correspondence Regarding Planning Advisory Committee Recommendations

10.2 Planning Advisory Committee Minutes

83 - 88

**Planning Advisory Committee Meeting, October 9, 2024**

**That** the Minutes of the Planning Advisory Committee Meeting of October 9, 2024, 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 PAC2024-061

**That** Report PLAN2024-054, **Application to Amend the Town of Lindsay Zoning By-law 2000-75 at 68 McLaughlin Road, Lindsay - Dent**, be received;

**That** a By-law to implement the proposed zoning by-law amendment respecting application D06-2024-017 be prepared and referred to Council for approval and adoption by the November 19, 2024 Regular Council Meeting; and

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

10.3.2 PAC2024-062

**That** Report PLAN2024-055, **Applications to Amend the Kawartha Lakes Official Plan and the Township of Fenelon Zoning By-Law 12-95 at 4544 Highway 35, Cameron - Thibert**, be received for information.

10.3.3 PAC2024-063

**That** Report PLAN2024-056, **Provincial Planning Statement, 2024 - Information Report**, be received.

10.4 Items Extracted from Planning Advisory Committee Minutes

**11. Consent Matters**

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

11.1 Reports

11.1.1 MAYOR2024-001

89 - 95

**Council Member Appointments**

Doug Elmslie, Mayor

**That** Report MAYOR2024-001, **Council Member Appointments**, be received;

**That** the following councillor appointments be approved and continue until the end of the current term of Council, being November 14, 2026:

**Board, Committee, or Task Force - New Member Appointments**

Kawartha Lakes Municipal Heritage Committee - Councillor Richardson

Planning Advisory Committee - Councillor Ashmore

Victoria Manor Committee of Management - Councillor Ashmore

Haliburton, Kawartha, Pine Ridge District Health Unit Board - Councillor Joyce

Kawartha Lakes Police Service Board - Councillor McDonald

OPP Board - Councillor Perry

**That** the Terms of Reference for the Victoria Manor Committee be amended to increase the composition to four (4) members of Council; and

**That** the Terms of Reference for the Planning Advisory Committee be amended to increase the composition to four (4) members of Council; and

**That** the following appointments, scheduled to end in 2024, be approved and continue until the end of the current term of Council, being November 14, 2026, and:

Committee of Adjustment - Councillor Yeo

Fenelon Cemetery Board - Councillor Perry

**That** any necessary By-Laws to facilitate the new or continuing appointments be brought forward for adoption.

11.1.2	RS2024-049	96 - 104
	<p><b>Update - Request for Support of Bobcaygeon Creeks Inc. Proposed Purchase of Unpatented Land from the Ministry of Natural Resources</b>  Laura Carnochan, Acting Manager, Realty Services</p> <p><b>That Report RS2024-049, Update – Request for Support of Bobcaygeon Creeks Inc. Proposed Purchase of Unpatented Land from the Ministry of Natural Resources, be received;</b></p> <p><b>That Bobcaygeon Creeks Inc.’s request for support of their application to purchase the unpatented land 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 Natural Resources be denied; and</b></p> <p><b>That Bobcaygeon Creeks Inc.’s request to purchase road allowances adjacent to its properties be denied and Staff be directed to notify Bobcaygeon Creeks Inc. of same.</b></p>	
11.1.3	RS2024-050	105 - 122
	<p><b>Proposed Lease Agreement between Dunsford Community Centre Inc. and The Corporation of the City of Kawartha Lakes</b>  Laura Carnochan, Acting Manager, Realty Services</p> <p><b>That Report RS2024-050, Proposed Lease Agreement between Dunsford Community Centre Inc. and The Corporation of the City of Kawartha Lakes, be received;</b></p> <p><b>That the Lease Agreement attached as Appendix A to Report RS2024-050, be approved;</b></p> <p><b>That the Mayor and City Clerk be authorized to execute any documents and agreements required by the approval of this agreement; and</b></p> <p><b>That the necessary By-Law, as outlined in Appendix B to Report RS2024-050, be brought forward for adoption.</b></p>	
11.1.4	CORP2024-026	123 - 132
	<p><b>Operating Surplus Disposition Policy</b>  Carolyn Daynes, Treasurer</p>	

**That** Report CORP2024-026, **Operating Surplus Disposition Policy**, be received;

**That** the policy entitled Operating Surplus Disposition Policy, attached as Appendix A to CORP2024-026, be adopted and numbered for inclusion in the Corporate Policy Manual;

**That** all reserve transfers in Table 1 in Report CORP2024-026 be approved as part of the Operating Surplus Disposition Policy;

**That** the Water and Wastewater Operating Surplus be transferred to the Water and Wastewater Operating Reserve;

**That** the surplus in wage and benefits from annual budgets be transferred to the People Services Stabilization Reserve; and

**That** any remaining annual operating surplus be transferred to the Tax Stabilization Reserve.

11.1.5

PLAN2024-061

133 - 140

**Condominium Description Exemption Application for 99 Louisa Street - The Moorings on Cameron Limited**

Leah Barrie, MCIP RPP, Director of Development Services

**That** Report PLAN2024-061, **Condominium Description Exemption Application for 99 Louisa Street, Fenelon Falls – The Moorings on Cameron Limited**, be received for information;

**That** Condominium Description Exemption Application for 99 Louisa Street, Fenelon Falls – The Moorings on Cameron Limited, be approved by Council on the basis that a Site Plan Agreement has been registered on title; and,

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

11.1.6

CA2024-004

141 - 153

**Development Charges Update**

Dr. Adam Found, Manager of Corporate Assets

**That** Report CA2024-004, **Development Charges Update**, be received;

**That** the timeframe for special project 921204601 (Development Charges Background Study) be extended to December 31, 2026;

**That** a By-law to amend By-law 2019-184 (A By-law to Impose Development Charges in the City of Kawartha Lakes), attached as Appendix A to Report CA2024-004, be presented to Council for adoption; and

**That** the terms of reference for the Development Charges Task Force be replaced by those contained in Appendix B to Report CA2024-004.

11.2 Items Extracted from Consent

**12. Petitions**

12.1 CC2024-13.12.1 154 - 155

**Request for a Speed and Safety Analysis for the Area Around Alexandra Public School, Lindsay**

(Note: This is an electronic petition with 43 signatures)

Lisa Quinney

12.2 CC2024-13.12.2 156 - 157

**Request for Crosswalk Lights on Colborne Street West, Lindsay, at Alexandra Public School**

(Note: This is an electronic petition with 31 signatures)

Karen Fretz

12.3 CC2024-13.12.3 158 - 158

**Request for the Resurfacing of Meadowview Road, Omemee and for the Roads Joining Meadowview Between Highway 7 to Kawartha Lakes Road 10 to be Included in the Five (5) Year Roads Plan or Addressed in Other Lifecycle Programs (being Orange Corners Road, Maple Ridge Drive, Trillium Court, Wren Street, Hummingbird Drive, Killdeer Drive, Farmview Road and Hidden Valley Road)**

(Note a complete copy of the petition with 246 signatures is available for viewing at the City Clerk's Office)

Peter Grubert

12.4	<p>CC2024-13.12.4</p> <p><b>Request for the Resurfacing of Hickory Beach Road between Kawartha Lakes Road 8 and Kawartha Lakes Road 30 by the end of 2025</b>          (Note: a complete copy of the petition with 37 signatures is available for viewing at the City Clerk's Office)          Lisa Bertrand</p>	159 - 159
12.5	<p>CC2024-13.12.5</p> <p><b>Request for Traffic Light Installation at Kawartha Lakes Road 36 and Weldon Road, Lindsay</b>          (Note: This is an electronic petition with 36 signatures)          Adam Raison</p>	160 - 161
13.	<b>Other or New Business</b>	
14.	<b>By-Laws</b>	
	<p><b>That</b> the By-Laws shown in Section 14.1 of the Agenda, namely: Items 14.1.1 to and including 14.1.10 be read a first, second and third time, passed, numbered, signed and the corporate seal attached.</p>	
14.1	By-Laws by Consent	
14.1.1	<p>CC2024-13.14.1.1</p> <p>By-Law to Stop Up and Close a Portion of Road Allowance Set Out as Part of the Road on Plan 152 as in R346931, in the Geographic Township of Fenelon, in the City of Kawartha Lakes, Being Part of PIN 63144-0124 (relating to Manor Road)</p>	162 - 164
14.1.2	<p>CC2024-13.14.1.2</p> <p>A By-Law to Authorize the Execution of a Lease Agreement between The Corporation of the City of Kawartha Lakes and 1000001070 Ontario Inc. for Use of a Portion of City-Owned Road Allowance for a Marina and Associated Structures</p>	165 - 181
14.1.3	<p>CC2024-13.14.1.3</p> <p>By-Law to Authorize the Execution of a Lease Agreement between Dunsford Community Centre Inc. and The Corporation of the City of Kawartha Lakes for The City's Use Space within 26 Community Centre Road as the Location of the Dunsford Library Branch</p>	182 - 189

14.1.4	CC2024-13.14.1.4	190 - 197
	By-Law to Preserve and Enhance a Tree Canopy in City Ownership in the City of Kawartha Lakes	
14.1.5	CC2024-13.14.1.5	198 - 201
	By-Law to Amend By-Law 2019-105, being a By-Law to Repeal and Replace By-Law 2018-214, being a By-Law Regulating the Removal of Topsoil, Placement of Fill and the Alteration of Grades	
14.1.6	CC2024-13.14.1.6	202 - 203
	By-Law to Amend By-Law 2014-255, being a By-Law to Require Owners of Buildings To Connect Such Buildings To Drinking Water Systems and/or Wastewater Collection Systems in The City of Kawartha Lakes	
14.1.7	CC2024-13.14.1.7	204 - 205
	A By-Law to Establish Block 20 on Plan 57M-792 as Public Highway (Maple Brook Homes)	
14.1.8	CC2024-13.14.1.8	206 - 207
	By-Law to Amend By-Law 2016-009 Being a By-Law to Provide Authority for the Execution of Certain Documents and Affix the Corporate Seal on Behalf of the City of Kawartha Lakes	
14.1.9	CC2024-13.14.1.9	208 - 209
	By-Law to Amend By-Law 2019-184, being A By-Law to Impose Development Charges in the City of Kawartha Lakes	
14.1.10	CC2024-13.14.1.10	210 - 211
	By-Law to Appoint a Member of Council to the City of Kawartha Lakes Committee of Adjustment for 2025	
14.2	By-Laws Extracted from Consent	
15.	<b>Notice of Motion</b>	
16.	<b>Closed Session</b>	
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, October 22, 2024, namely Items 16.3.1 to and including 16.3.3.

16.3.1 CC2024-13.16.3.1

**Confidential Closed Session Minutes, Regular Council Meeting of September 24, 2024**

**Municipal Act, 2001 s.239(2)(c) Proposed or pending acquisition or disposition of land by the Municipality or Local Board**

**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**

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

16.3.2 RS2024-051

**Update - Acquisition of Land Along Colborne Street West, Lindsay**

**Municipal Act, s.239(2)(c) Proposed or pending acquisition or disposition of land by the Municipality or Local Board**

Laura Carnochan, Acting Manager, Realty Services

16.3.3 CLK2024-001

**Appointment of the Municipal Representative on the City of Kawartha Lakes O.P.P. Detachment Board**

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

Sarah O'Connell, Deputy Clerk

17. **Matters from Closed Session**

18. **Additional By-Laws**

18.1	CC2024-13.18.1	212 - 216
	By-Law to Provide for the Making of an Application For Approval to Expropriate Land, being All of PIN: 63216-0051 (LT), described as Part of Lots 4-5 in Block A on Registered Plan 1, as in R230587, in the City of Kawartha Lakes	
19.	<b>Confirming By-Law</b>	217 - 217
	By-Law to Confirm the Proceedings of the Regular Council Meeting of October 22, 2024	
20.	<b>Adjournment</b>	

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

**CC2024-12**  
**Tuesday, September 24, 2024**  
**Open Session Commencing at 1:00 p.m.**  
**Council Chambers**  
**City Hall**  
**26 Francis Street, Lindsay, Ontario K9V 5R8**

**Members:**  
**Mayor Doug Elmslie**  
**Deputy Mayor Charlie McDonald**  
**Councillor Ron Ashmore**  
**Councillor Dan Joyce**  
**Councillor Mike Perry**  
**Councillor Tracy Richardson**  
**Councillor Eric Smeaton**  
**Councillor Pat Warren**  
**Councillor Emmett Yeo**

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**1. Call to Order**

Deputy Mayor McDonald called the Meeting to order at 1:00 p.m. Mayor Elmslie and Councillors R. Ashmore, D. Joyce, M. Perry, E. Smeaton and P. Warren were in attendance in Council Chambers.

Councillor E. Yeo was in attendance electronically.

CAO R. Taylor, City Clerk C. Ritchie, Deputy Clerk S. O'Connell, Directors L. Barrie, S. Beukeboom, C. Faber, J. Johnson, B. Robinson and J. Rojas, Fire Chief T. Jones, Paramedic Chief S. Johnston and Economic Development Officer - Agriculture K. Maloney were also in attendance in Council Chambers.

City Solicitor R. Carlson was in attendance electronically.

**1.1 Recognition of National Seniors Day**

Mayor Elmslie offered words of recognition for National Seniors Day which will be celebrated on October 1st, 2024.

**1.2 Recognition of the National Day for Truth and Reconciliation**

Mayor Elmslie provided words in observance of the National Day for Truth and Reconciliation and read the City of Kawartha Lakes Land Acknowledgement.

**1.3 International Plowing Match, 2024 - Kawartha Lakes**

Kelly Maloney, Economic Development Officer - Agriculture, provided an overview of the International Plowing Match and Rural Expo. that will be held at the Lindsay Exhibition Grounds from October 1st to October 5th. Residents were encouraged to attend the event.

**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

**CR2024-462**

**Moved By** Councillor Smeaton

**Seconded By** Councillor Ashmore

**That** the Agenda for the Open Session of the Regular Council Meeting of Tuesday, September 24, 2024, be adopted as circulated and with the following amendments:

Additions:

Item 6.2 being a deputation by Arash Yazdani regarding Renewable Energy Projects, relating to Item 9.3.18 on the Agenda

Item 6.3 being a deputation by Antonio Pena regarding the Proposed Surplus Declaration, Closure and Sale of a Portion of Road Allowance and a Proposed Sale of a City-Owned Property Adjacent to 2 and 4 Gilson Point Place, in the Geographic Township of Mariposa, relating to Item 9.3.15 on the Agenda

Item 6.4 being a deputation by Maggie Braun regarding the Tree Preservation By-law, relating to Item 11.1.3 on the Agenda

Item 6.5 being a deputation Doug Robertson and Wayne McLeish regarding Comments on a Petition Regarding a Request for the City of Kawartha Lakes to Collaborate with the Ministry of Transportation on the Implementation of Traffic Lights or a Roundabout at Elm Tree Road and Highway 7, Kawartha Lakes, relating to Item 12.4 on the Agenda

**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 Warren:

- Residents were encouraged to attend the Bobcaygeon Fall Fair which will be held from Thursday, September 26th to Saturday, September 28th.
- Residents were also encouraged to attend the 3rd Annual Kawartha Fall Festival which will be held at Kawartha Conservation on Saturday, September 28th.

- The National Day for Truth and Reconciliation will be recognized on Monday, September 30th. Residents were encouraged to attend a remembrance ceremony at the Boyd Museum, Bobcayeon, at 5:00 p.m.
- A Conservation Ontario Meeting was held in Toronto and it was determined that there were three one-hundred year storms last July.

Councillor Smeaton:

- Words of appreciation were extended to the Lindsay BIA for the fall decor within Downtown Lindsay.
- Words of appreciation were extended to the Ross Memorial Hospital for the service that they provide to the community.
- Words of appreciation were also extended to Lindsay-Ops Landfill Public Review Committee; the Committee has grown and it is a great example of an Advisory Committee in action.
- Lindsay Buick GMC was congratulated on the celebration of their 50th Anniversary.
- Words of appreciation were also extended to the City's Customer Service Division for the excellent customer service that they provide to residents.

Councillor Joyce:

- The City of Kawartha Lakes Public Library will be honouring the National Day for Truth and Reconciliation. Residents were encouraged to contact the Library to inquire about the programs that are available in recognition of the National Day for Truth and Reconciliation.
- Library Awareness Week will be celebrated during the week of October 26th. Residents were encouraged to contact the Library to inquire about the programs that are available in recognition of Library Awareness Week.
- The Harvest Moon Celebration was held in Little Britain. The event included a tractor parade followed by a celebratory dinner; words of appreciation were extended to the organizers of the event.

Councillor Richardson:

- Harvest Hike will be held on Saturday September 28th with proceeds going to the Janetville Food Bank. The Hike will begin at 9:00 a.m. at the Yelverton Cemetery and will conclude at the Janetville United Church.

- A Euchre Night will be held at the Bethany United Church on Saturday, September 28th starting at 6:15 p.m. Words of appreciation were extended to the Manvers Swans for organizing the event.
- The Manvers Historical Society will be hosting a Fall Bake Sale at the Old Post Office in Bethany on Saturday, October 5th starting at 10:00 a.m.
- The Annual Kawartha Farmfest will be held on Saturday, October 12th starting at 10:00 a.m.; the day will include a self guided tour of local farms.
- The Ontario Small Halls Music Festival will be held in Bethany on Friday, October 18th starting at 7:00 p.m.; the event will feature the band Royal Wood.
- A Halloween Paint Party will be held at the Pontypool Community Centre on Sunday, October 27th starting at 12:30 p.m. The event is for children aged 4 to 12 and residents were encouraged to register for the event.

Councillor Ashmore:

- A groundbreaking was held on August 29th to recognize the Enbridge Gas expansion project into Bobcaygeon.
- A Bat for a Cause Softball Tournament will held at Wilson Fields, Lindsay, on October 5th with proceeds going to support the Dunsford Food Bank.
- Words of appreciation were extended to the volunteer organizers of the Omemee Food Bank.
- A Public Information Session will be held at the Emily/Omemee Community Centre on Wednesday, October 9th starting at 6:00 p.m. to share information on the feasibility of a future splash pad and park redevelopment concepts for the Omemee Beach Park.
- Councillor Ashmore will be hosting a Town Hall Meeting for Ward 6 on Wednesday, October 23rd at the Lindsay Ruby Club.
- Words of appreciation were extended to the organizers of the International Plowing Match and Rural Expo. that will be held in Kawartha from Tuesday, October 1st to Saturday, October 5th.

Councillor Perry:

- Words of appreciation were extended to the organizers of the International Plowing Match and Rural Expo. that will be held in Kawartha Lakes from Tuesday, October 1st to Saturday, October 5th.
- Words of appreciation were extended to the Fenelon Horticultural Society for their dedication to the beautification of Fenelon Falls.
- The Turkey Trot Fundraising Run will be held in Fenelon Falls at Garnet Graham Park on Saturday, October 12th.
- Words of appreciation were extended to Council and Staff on their recognition of the National Day for Truth and Reconciliation. Councillor Perry shared words of reflection regarding the importance of the National Day for Truth and Reconciliation.

Councillor Yeo:

- Residents were encouraged to use caution during the upcoming hunting season.

4.2 Staff

## 5. Council Minutes

**Regular Council Meeting, August 27, 2024**

**CR2024-463**

**Moved By** Councillor Perry

**Seconded By** Councillor Richardson

**That** the Minutes of the August 27, 2024 Regular Council Meeting, be received and adopted.

**Carried**

## 6. Deputations

6.1 CC2024-12.6.1

**Comments Relating to a Memorandum Regarding Wind and Solar Developments**

**Relating to Item 9.3.18 on the Agenda**

Gene Balfour

Cynthia Sneath



Gene Balfour and Cynthia Sneath spoke to the Memorandum that was considered at the Committee of the Whole Meeting of September 10, 2024 regarding renewable energy projects. Ms. Sneath encouraged Council to gather information from residents before making a decision on renewable energy projects. Mr. Balfour also spoke to the decision making process and recommended that Council follow a consultation process with residents to gather input from before decisions are made relating to renewable energy. He encouraged Council to voice their opinions on renewable energy when the issue is discussed. Mr. Balfour also made an announcement regarding a citizen appointment to an privately organized association.

**CR2024-464**

**Moved By** Councillor Ashmore

**Seconded By** Councillor Smeaton

**That** the deputation of Gene Balfour and Cynthia Sneath, **regarding a Memorandum on Wind and Solar Developments**, be received.

**Carried**

6.2 CC2024-12.6.2

**Renewable Energy Projects**

**Relating to Item 9.3.18 on the Agenda**

Arash Yazdani, PRI Engineering

Arash Yazdani, of PRI Engineering, spoke to renewable energy projects and recommended that Council focus on the economic benefit of renewable energy. He spoke to the technological advancements that have been made with regard to renewable energy and encouraged Council to proceed with becoming a willing host for renewable energy projects.

**CR2024-465**

**Moved By** Councillor Perry

**Seconded By** Councillor Warren

**That** the deputation of Arash Yazdani, **regarding Renewable Energy Projects**, be received.

**Carried**

6.3 CC2024-12.6.3

**Proposed Surplus Declaration, Closure and Sale of a Portion of Road Allowance and a Proposed Sale of a City-Owned Property Adjacent to 2 and 4 Gilson Point Place, in the Geographic Township of Mariposa, in the City of Kawartha Lakes  
Relating to Item 9.3.15 on the Agenda**

Antonio Pena

Antonio Pena provided an overview of the land involved in the proposed sale City owned land adjacent to 2 and 4 Gilson Point Place. He advised that that the proposed sale was initiated through his request to install a dock along the waterfront of the City owned lot. The dock application was denied but through the review process it was suggested that he apply to acquire the land. He outlined that the neighbourhood expressed objections to the proposed sale once it had been advertised. He noted that he has no desire to acquire the property but would appreciate approval to have a dock on the land involved.

**CR2024-466**

**Moved By** Councillor Joyce

**Seconded By** Councillor Richardson

**That the deputation of Antonio Pena, regarding the Proposed Surplus Declaration, Closure and Sale of a Portion of Road Allowance and a Proposed Sale of a City-Owned Property Adjacent to 2 and 4 Gilson Point Place, in the Geographic Township of Mariposa, in the City of Kawartha Lakes, be received.**

**Carried**

6.4 CC2024-12.6.4

**Tree Preservation By-Law  
Relating to Item 11.1.3 on the Agenda**

Maggie Braun

Maggie Braun spoke to the proposed Tree Preservation By-Law. She recommended that the proposed By-Law be amended to limit the scope of the provisions to remove its application to residential property. She encouraged Council to allow residents to continue to be the stewards of their own property and further encouraged Council implement a by-law that has a focus on the activities that surrounding large scale development projects.

**CR2024-467**

**Moved By** Mayor Elmslie

**Seconded By** Councillor Smeaton

**That** the deputation of Maggie Braun, **regarding the Tree Preservation By-Law**, be received.

**Carried**

6.5 CC2024-12.6.5

**Comments on a Petition Regarding a Request for the City of Kawartha Lakes to Collaborate with the Ministry of Transportation on the Implementation of Traffic Lights or a Roundabout at Elm Tree Road and Highway 7, Kawartha Lakes**  
**Relating to Item 12.4 on the Agenda**

Paul Robertson

Wayne MacLeish

Wayne MacLeish provided an overview of the area surrounding the intersection of Elm Tree Road and Highway 7 in Kawartha Lakes. He raised concerns relating to the volume of traffic traveling on Highway 7, the number of traffic collisions in the area and the high rate of speed within the area. He recommended that the City of Kawartha Lakes work with the Ministry of Transportation to resolve the challenges in the area.

**CR2024-468**

**Moved By** Councillor Smeaton

**Seconded By** Councillor Ashmore

**That** the deputation of Paul Robertson and Wayne McLeish, **regarding Comments on a Petition Regarding a Request for the City of Kawartha Lakes to Collaborate with the Ministry of Transportation on the Implementation of Traffic Lights or a Roundabout at Elm Tree Road and Highway 7, Kawartha Lakes**, be received.

**Carried**

The Meeting recessed at 2:06 p.m. and reconvened at 2:12 p.m.

**7. Correspondence**

**8. Presentations**

8.1 CC2024-12.8.1

**Update on the Activities of the Otonabee Region Conservation Authority**

Janette Loveys Smith, Chief Administrative Officer, Otonabee Conservation

Janette Loveys Smith, Chief Administrative Officer for Otonabee Conservation, provided an overview of the programming provided by Otonabee Conservation. The overview included a summary of the 2023 Annual Report, the Strategic Plan for 2024-2027, Flood Management, Climate Change Initiatives and their Capital Campaigns.

**CR2024-469**

**Moved By** Councillor Ashmore

**Seconded By** Councillor Perry

**That** the presentation by Janette Loveys Smith, Chief Administrative Officer, Otonabee Conservation, **regarding an Update on the Activities of the Otonabee Region Conservation Authority**, be received.

**Carried**

**9. Committee of the Whole**

9.1 Correspondence Regarding Committee of the Whole Recommendations

9.2 Committee of the Whole Minutes

**Committee of the Whole Meeting, September 10, 2024**

**CR2024-470**

**Moved By** Mayor Elmslie

**Seconded By** Councillor Richardson

**That** the Minutes of the September 10, 2024 Committee of the Whole Meeting be received and the recommendations, included in Section 9.3 of the Agenda, be adopted.

**Carried**

9.3 Business Arising from Committee of the Whole Minutes

9.3.1 CW2024-151

**That** the deputation of Daniell Babcock, **regarding the Proposed Surplus Declaration and Sale of City Owned Land Adjacent to 2 and 4 Gilson Point Place, Little Britain**, be received.

**Carried**

9.3.2 CW2024-152

**That** the deputation of Katie Almond and Kathy Hoffman, **regarding the Proposed Surplus Declaration and Sale of City Owned Land, being Lot 37 on Plan 139**, be received.

**Carried**

9.3.5 CW2024-155

**That** the deputation of David Robinson, **regarding a Request for the Use of the Municipal Facilities in Garnet Graham Park, Fenelon, for a Fundraising Event**, be received.

**Carried**

9.3.6 CW2024-156

**That** the correspondence from Dan Segal, of Segal Construction, **regarding the Housing Shortage**, be received.

**Carried**

9.3.7 CW2024-157

**That** the correspondence from Holly Porter, Victoria Feeds Horse and Hound Inc., and Charity Porter, 2799374 Ontario Inc., **regarding Proposed Surplus Declaration, Closure and Sale of a Portion of Road Allowance Identified as Doubletree Road and Willowdale Court, Geographic Township of Ops, City of Kawartha Lakes**, be received.

**Carried**

9.3.8 CW2024-158

**That** the presentation by Michelle Corley, Manager of Human Services, and Aaron Sloan, Manager of Municipal Law Enforcement and Licensing, **regarding an Overview of the Encampment Response Protocol**, be received.

**Carried**

9.3.9 CW2024-159

**That** Report RS2024-034, **Proposed Surplus Declaration, Closure and Sale of a Portion of Road Allowance Between the Properties Municipally Identified as 18 Golden Road, Somerville and 10 Griffin Drive, in the Geographic Township of Somerville, in the City of Kawartha Lakes**, be received;

**That** the subject property, being a portion of road allowance legally described as road allowance between Concession 6 and Concession 7, in the Geographic Township of Somerville; road allowance between Lot 36 and Lot 37, Concession Front Range, in the Geographic Township of Somerville, between Highway 588 and Four Mile Lake, in the City of Kawartha Lakes (between the properties municipally identified as 18 Golden Road, in the Geographic Township of Somerville and 10 Griffin Drive, in the Geographic Township of Somerville), be declared surplus to municipal needs;

**That** the closure and sale of the portion of road allowance and sale to the adjoining landowners be supported, in principle, in accordance with the provisions of By-Law 2018-020, as amended, and the Municipal Act, 2001, and subject to the parties entering into a conditional Agreement of Purchase and Sale (including a condition that the subject portion of road allowance merge with the purchaser's adjacent property on closing and a condition requiring the applicant to install drainage infrastructure prior to closing);

**That**, if one of the adjacent landowners decide that they do not wish to proceed with purchasing their respective portion of the road allowance, the entirety of the road allowance be sold to the remaining purchaser (with the City retaining an easement to preserve the drainage infrastructure, and with the City retaining a 0.3 metre wide reserve across the frontage of the road allowance to be sold, to prevent a driveway access at this location);

**That**, as a precondition of closing, the purchaser to install drainage infrastructure in the road allowance, at the purchaser's cost, to the satisfaction of the Director of Public Works;

**That** notwithstanding section 8.01 of By-Law 2018-020, Council direct staff to proceed through the disposition process of the road allowance leading to water;

**That** Council set the value of the land at the set price of \$2.50 per square foot of interior 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 required; and

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

**Carried**

9.3.10 CW2024-160

**That** Report RS2024-040, **Proposed Surplus Declaration, Closure and Sale of a Portion of Shoreline Road Allowance Known as Grove Road, Geographic Township of Fenelon**, be received;

**That** the subject property, being a portion of shoreline road allowance known as Grove Road, in the Township of Fenelon, in the City of Kawartha Lakes, legally described as McArthur Ave. on Plan 114; Part of Lot 33 on Plan 114 as in F7313 description may not be acceptable in future as in F7313, in the Geographic Township of Fenelon, in the City of Kawartha Lakes (PIN: 63160-0177); and Byrnell Ave. on Plan 166; Brynell Ave. on Plan 121, subject to R142782, except part 6 on plan 57R-9829, in the Geographic Township of Fenelon, in the City of Kawartha Lakes (PIN: 63160-0442), be declared surplus to municipal needs;

**That** the closure of the portion of shoreline road allowance and sale to the adjoining landowners be supported, in principle, in accordance with the provisions of By-Law 2018-020, as amended, and the Municipal Act 2001, and subject to the parties entering into a conditional Agreement of Purchase and Sale (including a condition that a merger agreement be registered on title to each of the subject portion of shoreline road allowance and the purchaser's property on closing, requiring that neither be transferred or encumbered without the other and requiring that both be treated together as one parcel for zoning purposes, and including a condition that an easement in gross over the property be registered in priority to any mortgage, allowing the City access to maintain and repair Grove Road and the related drainage infrastructure);

**That** Council set the value of the land at the set price of \$9.00 per square 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 shoreline road allowance;

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

**That** a deeming by-law be passed contemporaneously with the disposition by-law, if required; and

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

**Carried**

9.3.11 CW2024-161

**That** Report CS2024-010, **Release of Fenelon Falls Legacy C.H.E.S.T. Funds**, be received; and

**That** the Fenelon Falls Volunteer Firefighters Association be approved for funding in the amount of \$6,000.00 with the allocation to come from the Fenelon Falls Legacy C.H.E.S.T. Reserve (3.24350).

**Carried**

9.3.13 CW2024-163

**That** Report ED2024-036, **Proposed Heritage Designation of 2 King Street West, Village of Omeme (John McCrea Memorial Methodist Parsonage)**, be received;

**That** the Municipal Heritage Committee's recommendation to designate 2 King Street West under Part IV of the Ontario Heritage Act as being of cultural heritage value or interest be endorsed; and

**That** staff be authorized to proceed with the process to designate the subject property under Part IV of the Ontario Heritage Act, including the preparation and circulation of Notices of Intention to Designate, initiating formal consultation with stakeholders, including the property owner(s), and preparation of the designating by-laws.

**Carried**



9.3.15 CW2024-165

**That Report RS2024-039, Proposed Surplus Declaration, Closure and Sale of a Portion of Road Allowance and a Proposed Sale of City-Owned Property Adjacent to 2 and 4 Gilson Point Place, in the Geographic Township of Mariposa, in the City of Kawartha Lakes**, be received;

**That** the subject property, being City-owned property legally described as Block B on Plan 509, in the Geographic Township of Mariposa, in the City of Kawartha Lakes (PIN: 63196-0125) (located south of 2 and 4 Gilson Point Place, in the Geographic Township of Mariposa, in the City of Kawartha Lakes), be retained in City ownership; and

**That** the subject property, part of the road allowance described as Part A on Plan 509, in the Geographic Township of Mariposa, in the City of Kawartha Lakes (PIN: 63196-0052) (located south of 2 Gilson Point Place, in the Geographic Township of Mariposa, in the City of Kawartha Lakes), be retained in City ownership.

**Carried**

9.3.16 CW2024-166

**That Report RS2024-041, Proposed Surplus Declaration and Sale of Lot 37 on Plan 139, Geographic Township of Fenelon (adjacent to the rear Lot Lines of 40 and 42 Rose Street**, be received;

**That** the subject property, being Lot 37 on Plan 139; Kawartha Lakes (PIN: 63275-0162 (LT)), be declared to be surplus to municipal needs;

**That** the sale to the adjoining landowner (as historically approved by Council of the former Fenelon Township) 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 (including a condition that the subject property merge with the purchaser's adjacent property on closing);

**That** Council set the value of the land at the originally accepted price of \$1,750.00, marked up by inflation to today's value, minus \$750.00 to account for the amount paid as a deposit to Fenelon Township in 1991;

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

**That** a deeming by-law be passed contemporaneously with the disposition by-law, if required; and

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

**Carried**

9.3.17 CW2024-167

**That** Report ED2024-039, **Kawartha Lakes Membership in Farm 911**, be received; and

**That** the membership of the City of Kawartha Lakes within Farm 911: The Emily Project be endorsed.

**Carried**

9.4 Items Extracted from Committee of the Whole Minutes

9.3.3 CW2024-153

**CR2024-471**

**Moved By** Councillor Smeaton

**Seconded By** Councillor Richardson

**That** the deputation of Shane Sauve, **regarding a High Water Bill for Property Located at 29 Wellington Street, Lindsay**, be received; and

**That** the request for water bill relief be forwarded to Staff for review and report back by the end of Q1, 2025.

**Carried**

9.3.4 CW2024-154

**CR2024-472**

**Moved By** Councillor Smeaton

**Seconded By** Councillor Perry

**That** the deputation of Wylita Clark, **regarding Traffic Control Measures for William Street North, Lindsay**, be received.

**Carried**

9.3.12 CW2024-162

**CR2024-473**

**Moved By** Councillor Warren

**Seconded By** Mayor Elmslie

**That Report ED2024-015, Proposed Heritage Designation of 49 King Street East, Village of Bobcaygeon (Bobcaygeon Schoolhouse),** be received;

**That** the Municipal Heritage Committee's recommendation to designate 49 King Street East under Part IV of the Ontario Heritage Act as being of cultural heritage value or interest be endorsed; and

**That** Staff be authorized to proceed with the process to designate the subject property under Part IV of the Ontario Heritage Act, including the preparation and circulation of Notices of Intention to Designate, initiating formal consultation with stakeholders, including the property owner(s), and preparation of the designating by-laws.

**Carried**

9.3.14 CW2024-164

**CR2024-474**

**Moved By** Councillor Ashmore

**Seconded By** Councillor Perry

**That Report RS2024-035, Proposed Surplus Declaration, Closure and Sale of a Portion of Road Allowance identified as Doubletree Road and Willowdale Court in the Geographic Township of Ops, in the City of Kawartha Lakes,** be received and deferred to the Regular Council Meeting of October 22, 2024 to allow for additional consultation with area property owners.

**Carried**

9.3.18 CW2024-168

**CR2024-475**

**Moved By** Councillor Warren

**Seconded By** Councillor Perry

**That** the Memorandum from Councillor Warren, **regarding the City of Kawartha Lakes Becoming a Willing Host for Solar and Wind Developments,** be received.

**Carried**

**CR2024-476**

**Moved By** Councillor Warren

**Seconded By** Councillor Perry

**That** Staff report back to Council by the end of Q1, 2025 on changes to the Provincial Renewable Energy Program and the procurement of new projects; and

**That** the report back include information and options for Council to consider.

A recorded vote was requested by Councillor Ashmore.

	<b>For</b>	<b>Against</b>	<b>Absent</b>	<b>Conflict</b>
Mayor Elmslie	X			
Deputy Mayor McDonald	X			
Councillor Ashmore		X		
Councillor Joyce	X			
Councillor Perry	X			
Councillor Richardson		X		
Councillor Smeaton	X			
Councillor Warren	X			
Councillor Yeo	X			
<b>Results</b>	<b>7</b>	<b>2</b>	<b>0</b>	<b>0</b>

**Carried**

**10. Planning Advisory Committee**

10.1 Correspondence Regarding Planning Advisory Committee Recommendations

10.2 Planning Advisory Committee Minutes

**Planning Advisory Committee Meeting, September 11, 2024**

**CR2024-477**

**Moved By** Mayor Elmslie

**Seconded By** Councillor Warren

**That** the Minutes of the September 11, 2024 Planning Advisory Committee Meeting be received and the recommendations, included in Section 10.3 of the Agenda, be adopted.

**Carried**

10.3 Business Arising from Planning Advisory Committee Minutes

10.3.1 PAC2024-056

**That** Report PLAN2024-052, **Zoning By-law Amendment, 75 Main Street (Lot 5 East of Main Street, Plan 70, Village of Bobcaygeon), 75Maindev Inc. (Kevin M. Duguay, KMD Community Planning and Consulting Inc.)**, be received for information.

**Carried**

10.3.2 PAC2024-057

**That** Report PLAN2024-053, **Request for Tribute (Lindsay 1) Limited to enter into a Subdivision Agreement – Lindsay Heights Phase 1**, be received for information.

**That** the Subdivision Agreement substantially in the form attached in Appendix 'C' to Report PLAN2024-053, Request to Enter into a Subdivision Agreement, be endorsed by Council; and

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

**Carried**

10.3.3 PAC2024-058

**That** the verbal update regarding the **Planning Advisory Committee Reporting Update** from Director of Development Services L. Barrie, be received.

**Carried**

10.4 Items Extracted from Planning Advisory Committee Minutes

**11. Consent Matters**

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

Mayor Elmslie Item 11.1.11

Councillor Warren Items 11.1.1 and 11.1.3

Councillor Joyce Item 11.1.14

**Moved By** Councillor Ashmore

**Seconded By** Councillor Smeaton

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

**Carried**

11.1 Reports

11.1.2 LGL2024-009

**New Road Construction - Existing Lots of Record**

Robyn Carlson, City Solicitor

**CR2024-478**

**That** Report LGL2024-009, **Road Construction – Existing Lots of Record**, be received.

**Carried**

11.1.4 RS2024-020

**Encroachment Adjacent to 1189 County Road 121 Fenelon**

Lucas Almeida, Law Clerk - Realty Services  
Christine Oliver, Law Clerk - Realty Services

**CR2024-479**

**That Report RS2024-020, Encroachment adjacent to 1189 County Road 121, Fenelon, be received.**

**Carried**

11.1.5 RS2024-042

**Request for Easement over a Portion of 14 York Street South - Hydro One Networks Inc.**

Lucas Almeida, Law Clerk - Realty Services

**CR2024-480**

**That Report RS2024-042, Request for Easement over a Portion of 14 York Street South – Hydro One Networks Inc., be received;**

**That** a Grant of Easement in favour of Hydro One Networks Inc. over a portion of the City-owned property known as 14 York Street South and legally described as PT LT 3 S/S KENT ST, 3 N/S RUSSELL ST, 2 N/S RUSSELL ST PL TOWN PLOT AS IN VT67203, VT93198, VT68920; City of Kawartha Lakes (PIN: 63228-0046 (LT)) be supported, in principle;

**That** a by-law (with any amendments deemed necessary) to authorize the Grant of Easement shall be passed, if appropriate; and

**That** the Mayor and Clerk be authorized to sign all documents required to facilitate registration of the Grant of Easement.

**Carried**

11.1.6 RS2024-045

**Request for Easement over 65 Robmar Crescent - Enbridge Gas Inc.**

Lucas Almeida, Law Clerk - Realty Services

**CR2024-481**

**That Report RS2024-045, Request for Easement over 65 Robmar Crescent – Enbridge Gas Inc., be received;**

**That** a Grant of Easement in favour of Enbridge Gas Inc. over the City-owned property known as 65 Robmar Crescent and legally described as Block 39 on Plan 609; City of Kawartha Lakes (PIN: 631870228 (LT)) be supported, in principle;

**That** a by-law (with any amendments deemed necessary) to authorize the Grant of Easement shall be passed, if appropriate; and

**That** the Mayor and Clerk be authorized to sign all documents required to facilitate registration of the Grant of Easement.

**Carried**

#### 11.1.7 CORP2024-024

##### **2024 Quarter Two Capital and Special Project Close**

Carolyn Daynes, Treasurer

##### **CR2024-482**

**That** Report CORP2024-024, **2024 Quarter Two Capital and Special Project Close**, be received;

**That** the capital and special projects identified in Appendix A to Report CORP 2024-024 be approved for closure;

**That** Capital project 983240103 Colborne St Bridge preparations utilize financing of \$900,000.00 from the Property Development Reserve and reduce \$900,000.00 from previously approved Debenture financing;

**That** a 2024 special project entitled Facility Condition Assessments be created and financed as follows:

- \$200,000.00 from Building and Property 2024 Operating Budget and applicable funding
- \$30,000.00 from Corporate Assets 2024 Operating Budget and applicable funding

**That** 2024 Projects for Victoria Manor be created as per the following table to address the Provincial increased grant announcement:

<b>Project</b>	<b>Budget Funded by One-Time Provincial Grant</b>
Main Entrance Exterior Doors	\$36,000.00
Loading Dock Overhead Doors	\$10,000.00



Laundry Chute	\$10,000.00
Interior Walls, Wall Guards and Countertops	\$50,000.00
Resident Furniture	\$21,000.00
Dining Room Tables and Chairs	\$26,000.00
Baseboard Heaters	\$42,000.00
Ceiling Lifts	\$60,000.00
Lighting	\$26,000.00
Total Project Budget Funded by Grant	\$281,000.00

**That** a Special Projects Reserve be created to provide a financing source for Special Projects, and to address Special Project surpluses and deficits;

**That** \$500,000.00 from the Capital Contingency Reserve – uncommitted (1.32248) be transferred to the Special Projects Reserve;

**That** the balances below and provided in Appendix A be transferred to (from) the corresponding reserve to address all project closures listed;

<b>Reserve</b>	<b>Report Closing Balance</b>
Capital Contingency Reserve-Uncommitted	\$1,221,642.18
Capital Contingency Reserve – Haul Route	\$126,957.03
Special Projects Reserve	\$57,155.50
General Contingency Reserve	\$46,255.86
KLPS Area Rate Stabilization Reserve	\$20,979.17
Fleet Reserve	(26,752.30)
Water Infrastructure Reserve	(63,215.83)
Sewer Infrastructure Reserve	(240,229.34)
Property Development Reserve	(73.77)
Total Reserve Transfers	\$1,142,718.50

**That** the projects recommended for closure below, and provided in Appendix A, be approved for (additional)/reduced debenture financing;

**Capital Program Number - Capital Program Description - Debenture  
Financing Reduction**

983220401	CKL Rd10- Rd17-Rd14	\$31,110.98
983230401	CKL Road 17-Civic Address #14	(4,167.54)
983230402	CKL Road 12-Highway 35 to Glamorgan Rd	\$57,179.85
983230403	Corbett Drive-Coulter Dr to Coulter Dr	\$18,276.90
983230404	Propp Drive-Corbett Dr to Hooper Dr	\$9,897.73
983230405	Hooper Drive-John St to Coulter Dr	\$11,016.51
998200103	Bobcaygeon WTP HL Pump	(39,240.42)
998200105	Lindsay WTP Containment Tanks	\$12,519.69
998200204	Omeme LSSDS Lagoon Fencing	\$25,108.86
998210102	Lindsay WTP Chemical Tanks	\$198,476.14
998210107	Bobcaygeon WTP HiLift Pumps	\$2,351.59
998210303	Fenelon Falls Colborne St. Mains	\$237,366.81
Total Reduction in Debenture Needed		\$559,897.10

**Carried**

11.1.8 PUR2024-017

**2024-084-SS Fenelon Falls Water Treatment Plant (WTP) Membrane  
Expansion**

Linda Lee, Buyer  
Savannah Johnson, Engineering Technician

**CR2024-483**

**That** Report PUR2024-017, **2024-084-SS Fenelon Falls Water Treatment  
Plant (WTP) Membrane Expansion**, be received;

**That** Ontario Clean Water Agency (OCWA) be awarded the single source (SS)  
2024-084-SS Fenelon Falls WTP Filter Membrane Expansion for the submitted  
price of \$395,176.74 (not including HST);

**That** the deficit of \$195,467.00 (including payable HST) be financed from the  
Water Infrastructure Reserve (1.32050); and

**That** subject to receipt of the required documents, the Director of Engineering and Corporate Assets be authorized to execute the agreement to award.

**Carried**

11.1.9 PUR2024-020

**2024-076-CQ Memorial Park Roadway and Parking Improvements**

Ashley Wykes, Buyer

Ryan Smith, Manager of Parks and Recreation

**CR2024-484**

**That** Report PUR2024-020, **2024-076-CQ Memorial Park Roadway and Parking Improvements**, be received;

**That** Melrose Paving Co Ltd. be selected for the award of Request for Quotation (RFQ) 2024-076-CQ Memorial Park Roadway and Parking Improvements for the submitted price of \$1,298,116.39, not including HST;

**That** the deficit of \$642,631.00 (including payable HST) be financed from the uncommitted portion of the Capital Contingency Reserve (1.32248);

**That** subject to receipt of the required documents, the Director of Community Services be authorized to execute the agreement to award; and

**That** Community Services be authorized to issue a purchase order.

**Carried**

11.1.10 PUR2024-021

**2022-13-CP Water and Wastewater Servicing and Capacity Master Plan Update**

Linda Lee, Buyer

**CR2024-485**

**That** Report PUR2024-022, **2022-13-CP Water and Wastewater Servicing and Capacity Master Plan Update Change Order**, be received;

**That** the budget be increased by \$169,501.00 (not including HST) to accommodate additional expenditures incurred;

**That** the additional expenditure of \$169,501.00 required to complete the Water Wastewater Master Plan project be financed from the Development Charges

Reserve (3.24140), equally from the Water Treatment and Wastewater Treatment accounts;

**That** the Department be authorized to issue an increase to the purchase order.

**Carried**

11.1.12      ENG2024-027

**Ellice Street Reconstruction and Water-Wastewater Main Replacement**

Corby Purdy, Manager, Infrastructure, Design and Construction

**CR2024-486**

**That** Report ENG2024-027, **Ellice Street, Fenelon Falls, Reconstruction and Water-Wastewater Main Replacement**, be received;

**That** the budget for capital project 983240303 (Ellice St. - Clifton St. to Wychwood Cres.) be increased by \$150,000.00, with that increase financed as follows: (i) \$15,000.00 by the Roads Account of the Development Charges Reserve Fund and (ii) \$135,000.00 by tax-supported debenture;

**That** the budget for capital project 998240411 (Ellice St. Mains - Clifton St. to Wychwood Cres.) be increased by \$1,618,000.00, with that increase financed as follows: (i) \$456,918.00 by the Water Distribution Account of the Development Charges Reserve Fund, (ii) \$205,282.00 by water debenture, and (iii) \$955,800.00 by wastewater debenture; and

**That** staff be authorized to issue to GIP Paving Inc. change orders in connection with these budget increases as necessary.

**Carried**

11.1.13      HS2024-008

**Cash Flow Assistance Request - Fenelon Area Independent Living Association**

Michelle Corley, Human Services Manager, Housing

**CR2024-487**

**That** Report HS2024-008, **Cash Flow Assistance Request – Fenelon Area Independent Living Association**, be received;

**That** the City provides cash flow assistance to the Fenelon Area Independent Living Association and Fenelon Area Independent Living Association (2007), during the study phase of their participation within the Federation of Canadian

Municipalities Retrofit of Sustainable Affordable Housing grant program, not to exceed two hundred and fifty thousand dollars (\$250,000.00), with payment terms and conditions identified in an executed cash flow assistance loan agreement; and

**That** the Director of Human Services and the Human Services Manager, Housing be authorized to execute the necessary loan agreements supporting the cash flow assistance.

**Carried**

11.2 Items Extracted from Consent

11.1.1 LGL2024-008

**Proposed Amendments to Site Alteration By-Law 2019-105**

Robyn Carlson, City Solicitor

**CR2024-488**

**Moved By** Councillor Warren

**Seconded By** Councillor Perry

**That** Report LGL2024-008, **Proposed Amendments to the Site Alteration By-Law 2019-105**, be received.

**Carried**

**CR2024-489**

**Moved By** Councillor Warren

**Seconded By** Councillor Richardson

**That** a by-law be advanced to Council to enact the amendments to By-law 2019-105 as set out in Attachment A to Report LGL2024-008.

**Carried**

11.1.3 LGL2024-010

**Tree Preservation By-Laws**

Robyn Carlson, City Solicitor

**CR2024-490**

**Moved By** Councillor Warren

**Seconded By** Councillor Perry

**That** Report LGL2024-010, **Tree Preservation By-laws**, be received;

**That** a proposed City Tree Canopy Preservation By-law, attached in Appendix A (which is inclusive of amendments pursuant to public feedback) be approved and that the necessary by-law be brought forward for adoption;

**That** the proposed Tree Preservation on Private Property By-law be narrowed in scope to apply only to development applications pursuant to the Planning Act, and amended as more specifically set out in this report as a result of public feedback, and that a revised By-law be presented to Council for its consideration by the end of Q4, 2024;

**That** Staff be instructed to review and report back to Council on recommended actions for the protection of the urban tree canopy by the end of Q4 2025;

**That** Staff be instructed to review and report back to Council on recommended actions for woodlot conservation in consultation with the Ontario Woodlot Association by the end of Q4 2025; and

**That** Staff investigate potential partnerships with Fleming College with respect to implementation of tree preservation efforts and report back to Council by the end of Q4 2025.

**Carried**

**CR2024-491**

**Moved By** Councillor Warren

**Seconded By** Councillor Smeaton

**That** the proposed Tree Preservation on Private Property By-Law be referred to Staff for review and consultation with the City of Kawartha Lakes Environmental Advisory Committee and other advisory groups, as applicable, on additional protection measures that can be implemented for shoreline property.

**Carried**

11.1.11 CA2024-003

**Early Start Approval for Designated Proposed 2025 Capital and Special Projects**

Dr. Adam Found, Manager of Corporate Assets

**CR2024-492**

**Moved By** Mayor Elmslie

**Seconded By** Councillor Richardson

**That** Report CA2024-003, **Early-Start Approval for Designated Proposed 2025 Capital and Special Projects**, be received;

**That** the capital projects identified in Table 1 of Report CA2024-003 proceed early as part of the 2025 Tax-Supported Capital Budget, as per with Mayoral Decision 07-2024;

**That** the special projects identified in Table 2 of Report CA2024-003 proceed early as part of the 2025 Special Projects Budget, as per Mayoral Decision 07-2024;

**That** Council approve proceeding with a grant application under the Community Sport and Recreation Infrastructure Fund for the Emily/Omemee Arena Ice Pad System by October 29, 2024 as per Table 1 of Report CA2024-003; and

**That** the Mayor and Clerk be authorized to execute any documents and agreements arising from the above grant applications.

**Carried**

11.1.14 WWW2024-006

**Amendments to Source Protection Plan for King's Bay Drinking Water System**

Amber Hayter, Manager, Water and Wastewater

**CR2024-493**

**Moved By** Councillor Joyce

**Seconded By** Councillor Warren

**That** Report WWW2024-006, **Amendments to Source Protection Plan for King's Bay Drinking Water System**, be received;

**That** the proposed amendments to the Trent Source Protection Plan and Assessment Report, as per Section 34 of the Clean Water Act, 2006, resulting from the proposed new municipal well for the King's Bay Drinking Water System, be endorsed;

**That** the new Wellhead Protection Area (WHPA) for King's Bay Drinking Water System and associated mapping be incorporated into the City of Kawartha Lakes Official Plan following approval by the Minister of the Environment, Conservation and Parks, and be added to the Trent Source Protection Plan and Assessment Report; and

**That** the commencement of the public consultation process by Trent Conservation Coalition Source Protection Region, be authorized.

**Carried**

**12. Petitions**

12.1 CC2024-12.12.1

**Request for the Resurfacing of Heights Road, North of Kawartha Lakes Road 36**

(Note: A complete copy of petition with 48 signatures is available at the City Clerk's Office for viewing)

David Penney

**CR2024-494**

**Moved By** Deputy Mayor McDonald

**Seconded By** Councillor Richardson

**That** the petition received from David Penny, **regarding a Request for the Resurfacing of Heights Road, North of Kawartha Lakes Road 36**, be received and referred to Staff.

**Carried**

12.2 CC2024-12.12.2

**Request for a Dog Park in the Village of Omemee**

(Note: A complete copy of the paper petition with 244 signatures is available at the City Clerk's Office for viewing. An additional 19 signatures were submitted with an electronic petition for a total of 263 signatures)

Mona Bailey

**CR2024-495**

**Moved By** Councillor Ashmore

**Seconded By** Councillor Perry

**That** the petition received from Mona Bailey, **regarding a Request for a Dog Park in the Village of Omemee**, be received and referred to Staff.

**Carried**



12.3 CC2024-12.12.3

**Request for the Clean Up and Restoration of the Omemee Beach**

(Note: This is an electronic petition with 21 signatures)

Janet Patterson

**CR2024-496**

**Moved By** Councillor Richardson

**Seconded By** Councillor Ashmore

**That** the petition received from Janet Patterson, **regarding a Request for the Clean Up and Restoration of the Omemee Beach**, be received and referred to Staff.

**Carried**

12.4 CC2021-12.12.4

**Request for the City of Kawartha Lakes to Collaborate with the Ministry of Transportation on the Implementation of Traffic Lights or a Roundabout at Elm Tree Road and Highway 7, Kawartha Lakes**

(Note: This is an electronic petition with 208 signatures)

Randolph Neals

**CR2024-497**

**Moved By** Councillor Smeaton

**Seconded By** Councillor Richardson

**That** the petition received from Randolph Neals, **regarding a Request for the City of Kawartha Lakes to Collaborate with the Ministry of Transportation on the Implementation of Traffic Lights or a Roundabout at Elm Tree Road and Highway 7, Kawartha Lakes**, be received and referred to Staff.

**Carried**

**13. Other or New Business**

**14. By-Laws**

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

**CR2024-498**

**Moved By** Councillor Perry

**Seconded By** Councillor Warren

**That** the By-Laws shown in Section 14.1 of the Agenda, namely: Items 14.1.1 to and including 14.1.21 be read a first, second and third time, passed, numbered, signed and the corporate seal attached.

**Carried**

14.1 By-Laws by Consent

14.1.1 By-Law 2024-175

By-Law to Authorize the Execution of a License Agreement Between the City of Kawartha Lakes and the Manvers Township Historical Society for the Use of Space at the Bethany Library, in the City of Kawartha Lakes

14.1.2 By-Law 2024-176

By-Law to Authorize the Sale of Municipally Owned Property Legally Described as Part Lot 15 Concession 10 Eldon as in VT93528; Kawartha Lakes, being PIN: 63175-0085 (LT) (910 Hartley Road, Woodville, former Palestine Community Centre)

14.1.3 By-Law 2024-177

By-Law to Authorize the Sale of the City's Ownership Interest in the Property Legally Described as Part Lot 4 Range 6 Plan 11 Verulam; Part Block M Plan 11 Verulam as in R332827; Kawartha Lakes (PIN: 63129-0092 (LT)) (21 Canal Street East, Bobcaygeon)

14.1.4 By-Law 2024-178

By-Law to Authorize the Acquisition of the Property Legally Described as Block N, O Plan 105; Kawartha Lakes (PIN: 63120-0969 (LT)) (4 Station Road, Kinmount, Austin Sawmill)

14.1.5 By-Law 2024-179

By-Law to Designate 19-21 King Street East, Village of Omemee in the City of Kawartha Lakes

14.1.6 By-Law 2024-180

By-Law to Designate 3740 Highway 7, Geographic Township of Emily in the City of Kawartha Lakes

14.1.7 By-Law 2024-181

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

14.1.8 By-Law 2024-182

By-Law to Appoint a Municipal Law Enforcement Officer for Limited By-law Enforcement Purposes (Parking Enforcement, Fleming College, Kaur, J.)

14.1.9 By-Law 2024-183

By-Law to Appoint a Municipal Law Enforcement Officer for Limited By-law Enforcement Purposes (Parking Enforcement, Fleming College, Maan, A.)

14.1.10 By-Law 2024-184

By-Law to Appoint a Municipal Law Enforcement Officer for Limited By-law Enforcement Purposes (Parking Enforcement, Fleming College, Merritt, A.)

14.1.11 By-Law 2024-185

By-Law to Appoint a Municipal Law Enforcement Officer for Limited By-law Enforcement Purposes (Parking Enforcement, Fleming College, Mulafer, M.)

14.1.12 By-Law 2024-186

By-Law to Appoint a Municipal Law Enforcement Officer for Limited By-law Enforcement Purposes (Parking Enforcement, Fleming College, Patel, H.)

14.1.13 By-law 2024-187

By-Law to Appoint a Municipal Law Enforcement Officer for Limited By-law Enforcement Purposes (Parking Enforcement, Fleming College, Singh, B.)

14.1.14 By-Law 2024-188

By-Law to Appoint a Municipal Law Enforcement Officer for Limited By-law Enforcement Purposes (Parking Enforcement, Fleming College, Singh, G.)

14.1.15 By-Law 2024-189

By-Law to Appoint a Municipal Law Enforcement Officer for Limited By-law Enforcement Purposes (Parking Enforcement, Fleming College, Singh, H.)

14.1.16 By-Law 2024-190

By-Law to Appoint a Municipal Law Enforcement Officer for Limited By-law Enforcement Purposes (Parking Enforcement, Fleming College, Singh, M.)

14.1.17 By-Law 2024-191

By-Law to Appoint a Municipal Law Enforcement Officer for Limited By-law Enforcement Purposes (Parking Enforcement, Fleming College, Uchacz, P.)

14.1.18 By-Law 2024-192

By-Law to Appoint a Municipal Law Enforcement Officer for the City of Kawartha Lakes (Hertel, S.)

14.1.19 By-Law 2024-193

By-Law to Appoint a Weed Inspector for the City of Kawartha Lakes (Hertel, S.)

14.1.20 By-Law 2024-194

By-Law to Appoint an Inspector and Municipal Law Enforcement Officer for the City of Kawartha Lakes (Building Inspector, Matthews, A.)

14.1.21 By-Law 2024-195

By-Law to Prohibit Commercial Through Traffic of Any Weight Class from Using Parts of Regent Street, Elgin Street, and Pottinger Street in Lindsay

14.2 By-Laws Extracted from Consent

**15. Notice of Motion**

**16. Closed Session**

16.1 Adoption of Closed Session Agenda

**CR2024-499**

**Moved By** Councillor Ashmore

**Seconded By** Councillor Joyce

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

**Carried**

16.2 Disclosure of Pecuniary Interest in Closed Session Items

There were no declarations of pecuniary interest disclosed.

16.3 Move Into Closed Session

**CR2024-500**

**Moved By** Mayor Elmslie

**Seconded By** Councillor Warren

**That** Council convene into closed session at 3:52 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 24, 2024, namely Items 16.3.1 to and including 16.3.5.

**Carried**

**17. Matters from Closed Session**

**Item 16.3.1**

The Confidential Closed Session Minutes for the Regular Council Meeting of August 27, 2024 were approved.

**Item 16.3.2**

The City Solicitor provided an update and received instructions with respect to appeals brought to the Ontario Land Tribunal respecting the Omemee Secondary Plan.

**Item 16.3.3**

Council provided direction to staff regarding obtaining interests over the subject lands in the form of easements along Crego Street, Kinmount.

**CR2024-507**

**Moved By** Councillor Warren

**Seconded By** Councillor Smeaton

**That** expenditures associated with the easements along Crego Street, Kinmount, be funded from the Property Development Reserve (1.32035) to the upset limit mentioned in Closed session.

**Carried**

**Item 16.3.4**

Staff provided Council with information regarding a proposed acquisition of land to acquire title to a portion of travelled road encroaching on private property. Council provided direction to Staff.

**Item 16.3.5**

An appraisal was provided to Council for information purposes.

**18. Additional By-Laws**

**18.1 By-Law 2024-197**

By-Law to Stop Up and Close Part of the Shore Road Allowance Around Duck Lake, in the Geographic Township of Laxton, City of Kawartha Lakes, designated as Part 4 on Plan 57R-11157, and to Authorize the Sale of the Land to the Abutting Owner (2612 Victoria Road, Kirkfield)

**CR2024-508**

**Moved By** Councillor Richardson

**Seconded By** Councillor Joyce

**That** a By-Law to Stop Up and Close Part of the Shoreline Road Allowance around Duck Lake, in the Geographic Township of Laxton, City of Kawartha Lakes, designated as Part 4 on Plan 57R-11157, and to Authorize the Sale of the Land to the Abutting Owner (2612 Victoria Lake Road, Kirkfield, be read a first, second and third time, passed, numbered, signed and the corporate seal attached.

**Carried**

**19. Confirming By-Law**

By-Law to Confirm the Proceedings of the Regular Meeting of Council of September 24, 2024

**CR2024-509**

**Moved By** Councillor Joyce

**Seconded By** Councillor Warren

**That** a by-law to confirm the proceedings of a Regular Council Meeting held Tuesday, September 24, 2024 be read a first, second and third time, passed, numbered, signed and the corporate seal attached.

**Carried**

**20. Adjournment**

**CR2024-600**

**Moved By** Councillor Smeaton

**Seconded By** Mayor Elmslie

**That** the Council Meeting adjourn at 4:16 p.m.

**Carried**

**Read and adopted this 22nd day of October, 2024.**

---

Doug Elmslie, 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: \***

Brian Jackett for Bobcaygeon Creeks Inc.

**Address: \***

5065 Hwy 35

**City/Town/Village:**

Fenelon Falls

**Province: \***

ON

**Postal Code:**

K0M1N0

**Telephone: \***

7058876737

**Email: \***

brian@wgjackett.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:**

Brian Jackett

**Deputant Two:**

First Name, Last Name



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

Bobcaygeon Creeks Inc. has requested a letter of support from council to replace a previously received letter of support from 2021 for the acquisition of two MNRF lots in the West side of Bobcaygeon. Bobcaygeon creeks would include the lots in a residential housing development, and the MNRF will not proceed without the support of the municipality. Realty services has indicated that the Land Management Team is recommending that Council not support the disposition of these lands this time. Their letter says they're targeting the October 22, 2024 Council meeting. I request a deputation at that meeting (October 22, 2024) to argue that they should support the purchase this time 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? \***

That council will re-issue a letter of support for the acquisition of the lots.

**How would you like to complete your deputation? \***

In Person in Council Chambers

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:**

Brian Jackett

**Date:**

10/7/2024



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 [clerks@kawarthalakes.ca](mailto:clerks@kawarthalakes.ca).

**Do you agree to the publication of your contact information (including your address, telephone number and email) on the City's website as part of a meeting agenda? \***

Please complete this form and return to the City Clerk's Office by submitting it online or:

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



Realty Services – Legal Services  
26 Francis Street, P.O. Box 9000  
Lindsay, Ontario K9V 5R8  
Phone: 705-324-9411 ext. 1261  
Fax: 705-324-7058  
lcarnochan@kawarthalakes.ca

September 24, 2024

VIA E-MAIL: [brian@wgjackett.com](mailto:brian@wgjackett.com)

Bobcaygeon Creeks Inc.  
5065 Highway 35  
P.O. Box 101  
Fenelon Falls, ON K0M 1N0

Attention: Brian Jackett

Dear Mr. Jackett:

Re: Request to Purchase Various Road Allowances in Bobcaygeon  
Bond Street, Francis Street, and Prince Street  
Our File No.: L06-21-RS009

---

We confirm your request for the City provide an updated letter to the Ministry of Natural Resources and Forestry in support of your request to purchase lands from the MNRF was reviewed by the Land Management Team at their meeting on September 9, 2024. Unfortunately, the Team members were of the opinion that it is no longer appropriate for the City to support this request, as there have been intervening policy changes since support was initially provided in 2021.

CP2022-007 First Nations Consultation Policy (copy attached for reference) sets the framework for the City's duty to consult with First Nations in various situations. While this request does not specifically require consultation, due to the fact that the MNRF lands are unpatented, the Team felt that MNRF should first consider any First Nation interest in the subject properties.

Given the location of the MNRF lands within a significant woodlot area, the Team felt that it could no longer support a disposition of the lands to private ownership.

Staff will be preparing a Report to Council to provide the Land Management Team's updated recommendation on this matter. We are targeting the October 22, 2024 Council meeting, but will advise further once the Report is scheduled.

Should you wish to, you are able to make a deputation directly to Council. Please note that deputations are scheduled through the Clerk's office and delegations are limited to a time period of not more than five (5) minutes inclusive of all speakers. The

application form and additional information on this process can be found on the City of Kawartha Lakes website: <https://www.kawarthalakes.ca/en/municipal-services/speak-before-council.aspx>. The Clerk's office can be reached by telephone at: 705-324-9411 ext. 1341 or by e-mail: [clerks@kawarthalakes.ca](mailto:clerks@kawarthalakes.ca).

Sincerely,

The Corporation of the City of Kawartha Lakes

A handwritten signature in blue ink that reads "Laura Carnochan". The signature is written in a cursive, flowing style.

Laura Carnochan  
Acting Manager – Realty Services  
LC:lc

cc Pat Warren, Councillor – Ward 2



The Office of Mayor and Council  
P.O. Box 9000 26 Francis Street West  
Lindsay, ON K9V 5R8  
705-324-9411 extension 1310  
[www.kawarthalakes.ca](http://www.kawarthalakes.ca)

August 17, 2021

VIA REGULAR MAIL

Ministry of Northern Development, Mines, Natural Resources and Forestry  
Regional Office  
300 Water Street  
4th Floor S  
Peterborough, ON K9J 3C7

Dear Sir or Madam:

Re: Bobcaygeon Creeks Inc. Application to Purchase Property from MNRF  
Legally Described as Lots 13 and 14, West of Francis Street, in the Geographic  
Village of Bobcaygeon, City of Kawartha Lakes  
Lots 9 and 10, East of Bond Street, in the Geographic Village of Bobcaygeon, City  
of Kawartha Lakes

---

We have been advised by Bobcaygeon Creeks Inc. that it wishes to purchase a  
purchase of the above noted lands from the Ministry of Northern Development, Mines,  
Natural Resources and Forestry.

At the Regular Council meeting of August 10, 2021, Council made the following  
resolution:

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**

Accordingly, please accept this letter acknowledging The Council of The City of Kawartha Lakes' support of the application made by Bobcaygeon Creeks Inc. to purchase the above-noted lots from the MNRF.

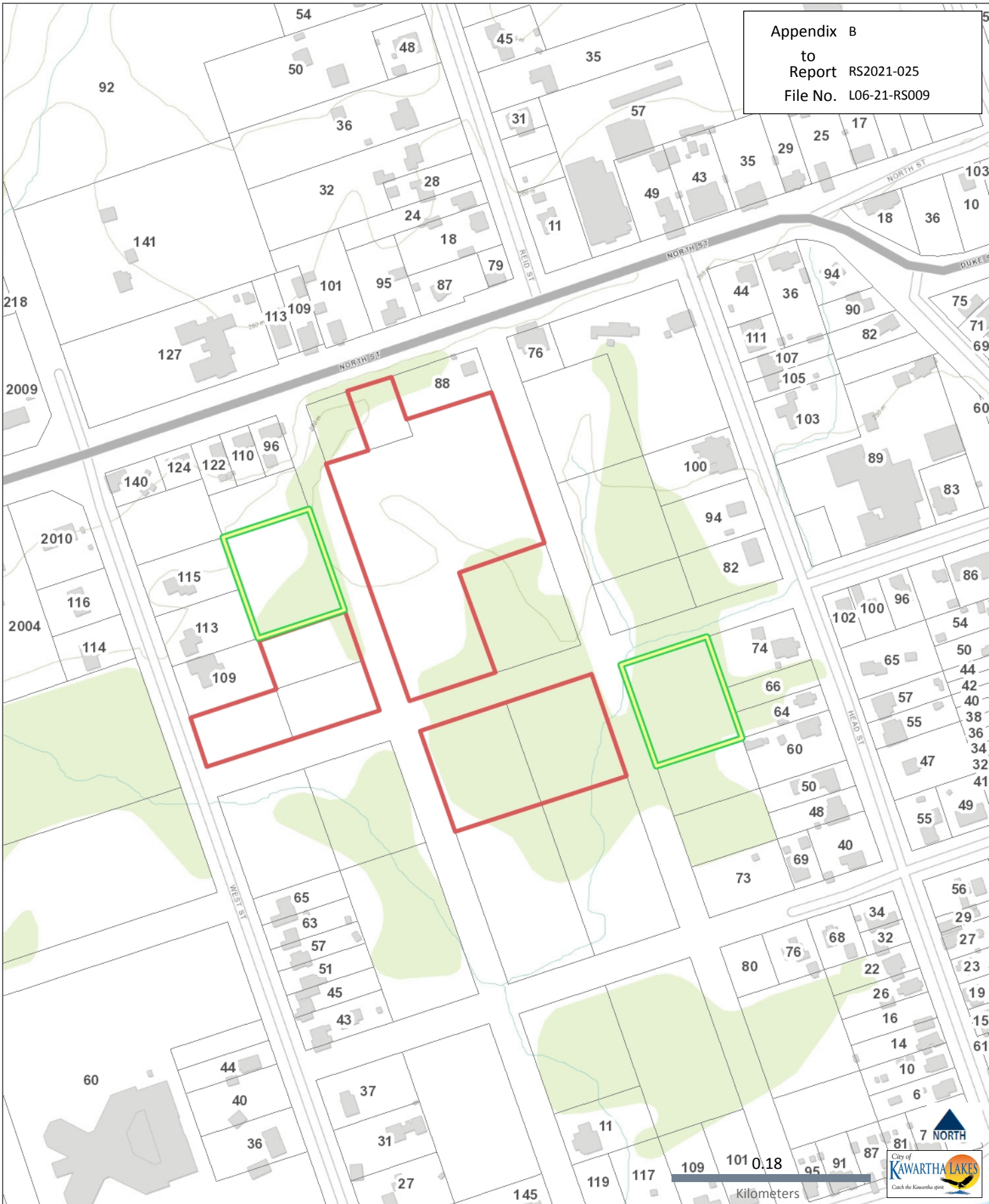
Sincerely,

The Council of the City of Kawartha Lakes



Andy Letham, Mayor

Appendix B  
to  
Report RS2021-025  
File No. L06-21-RS009



THIS MAP IS NOT TO BE USED FOR NAVIGATION  
© City Of Kawartha Lakes

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

Date:

**Hello Kawartha Lakes Clerk's Office and Council,**

I am emailing you today to thank you for all your hard work that you do for Lindsay. As Lindsay continues to grow, I am sure the tasks at hand is also increasing for you all.

**I would like to bring some concerns I have as a Resident living on Colborne St West, Lindsay, ON regarding the COLBORNE ST W CROSSWALK that is directly across from Alexandra Public School at Sussex St and Colborne St W**

Over the past couple of years, there is a substantial increase of traffic on Colborne St West, due to increased "construction traffic" heading back and forth from the new subdivisions being built on the West side of Lindsay specifically the dump trucks taking full loads of earth AS WELL AS the numerous Emergency Response Vehicles that use Colborne St W as a main artery to respond to the growing number of emergencies in our town.

**This year especially due to the implementation of the NEW School Boundaries****NEW School Boundaries** and the addition of grade 7's to the Alexandra Public School, the amount of traffic and confusion at morning drop offs and afternoon pick ups has increased dramatically as parents need to park along Colborne St W before and after the crosswalk in order to take their child safely to the school.

With this increased traffic and increased parked vehicles along Colborne ST W, we feel that **CROSSWALK LIGHTS would be extremely useful assisting the Crossing Guard with her task of safely STOPPING the traffic, which would light up RED when the crosswalk is in use. Similar to the CROSSWALK LIGHT SYSTEM on KENT ST W in front of the Friendly Dollar and Discount Store.**

**Could there be, for the immediate interim, the installation of an Electronic Speed Sign showing the driver's their speed as they travel past this school and park district on Colborne St W that flashes "TOO FAST" if speeding. This would increase the awareness to drivers of their speed in a SCHOOL and PARK AREA. Also the implementation of Community Safety Zone signage with SPEED CAMERAS would be very effective and a very clear deterrent to the aggressive rush hour traffic which coincides with school drop off and pick up times. The Park is a popular park for many children who play there after school hours and throughout the summer months and could make use of the Crosswalk Light once it is installed.**

**I have seen in other towns such as Port Perry who have installed permanent white narrow pylons in the middle of the road on QUEEN ST in front of R H Cornish Public School, 494 Queen St, Port Perry, On which effectively slows traffic 24/7 in that zone.**

I myself take and pick up my **3 year old grand daughter** to Junior Kindergarten at Alexandra Public School using this very crosswalk and have seen drivers still speeding along Colborne St W despite being in a SCHOOL ZONE. I have witnessed often times aggressive drivers upset because they must slow down, or honking horns at parents who have to exit their vehicles to



drop their child to school. I believe we need to be proactive in our efforts to ensure safe street crossing before something serious or tragic happens to a child who is crossing Colborne St W to and from the School and Park.

Thank you for your careful consideration of this matter at hand.

**Karen Fretz**  
**Resident of Colborne St W, Lindsay, On**

Mayor and Council,

As a follow-up to our attached scanned petition 80 taxpayer's from the City of Kawartha Lakes are requesting resurfacing of Lakebreeze Rd in Fenelon Falls with new pavement in 2025. The 2021 road survey indicated Lakebreeze Rd warranted addition to the 5 year plan , which wasn't done, and the road has continued to deteriorate to the point that numerous potholes pose safety concerns to pedestrians, cyclists and vehicles using this roadway.

We would ask that this be added to the Agenda for the October 22<sup>nd</sup> Regular Council Meeting.

Thanks.

Dan Jones



Person Submitting the Petition

Name:	Dan Jones
Address:	50 Finch St. Fenelon Falls K0M 1N0
Phone:	(705) 344 - 4643

**Petition**

To: the Council of the City of Kawartha Lakes, 26 Francis Street, Lindsay, ON K9V 5R8.

I/We the undersigned, petition the Council of the City of Kawartha Lakes as follows:

We, the undersigned taxpayers of the City of Kawartha Lakes, petition the city to resurface Lakebreeze Rd in Fenelon Falls with new pavement in 2025. The 2021 road survey indicated Lakebreeze Rd warranted addition to the 5 Year plan, which wasn't done, resulting in continued deterioration of the road to the point where numerous potholes pose safety concerns to pedestrians, cyclists and vehicles using this road. We would ask that this petition be presented to City Council at the earliest opportunity.

#	Name	Contact Information	Signature
1	Dan Jones	50finchfenelon@gmail.com	D. Jones
2	Barry Forbes	bandforbes@gmail.com	B. Forbes
3	William Kennedy	wm.david.kennedy@gmail.com	W. Kennedy
4	Lorraine Forbes	lorraine@highview.ca	L. Forbes
5	Julie Jones	jjones@clth.ca	J. Jones
6	ANDY BEAN	awbean@sympatico.ca	Andy Bean
7	Wendy Kennedy	wendy.brown.kennedy@gmail.com	W. Kennedy
8	Brenda Gibson	brendamike@live.com	B. Gibson
9	MICHAEL GIBSON	DEKESE@HOTMAIL.COM	M. Gibson
10	KAREN SMALLWOOD	Karen e2214@gmail.com	K. Smallwood
11	Bruce Long	B.D.LONG@arrax.com	B. Long
12	Ruth Long	rlong@rogers.com	R. Long
13	Nico deJonge	nico.deJonge27@gmail.com	N. deJonge
14	Ruth deJonge	rutldj27@gmail.com	R. deJonge
15	DONNA KINGELIN	dkingelin@gmail.com	D. Kingelin

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Person Submitting the Petition

Name:	Dan Jones
Address:	50 Finch St. Fenelon Falls K0M 1N0
Phone:	(705) 344 - 4643

**Petition**

**To:** the Council of the City of Kawartha Lakes, 26 Francis Street, Lindsay, ON K9V 5R8.

I/We the undersigned, petition the Council of the City of Kawartha Lakes as follows:

We, the undersigned taxpayers of the City of Kawartha Lakes, petition the city to resurface Lakebreeze Rd in Fenelon Falls with new pavement in 2025.  
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 We would ask that this petition be presented to City Council at the earliest opportunity.

#	Name	Contact Information	Signature
16	Marnie Deathe	marnie@deathe.net	M Deathe
17	Jon Deathe	jon@deathe.net	Jon Deathe
18	John Howard	jallanhoward@yahoo.ca	John Howard
19	Paul Platt	platt2148@rogers.ca	Paul Platt
20	John En.	JohnEn10@gmail.com	John En.
21	Cathy Crockford	cathyCrockford@hotmail.com	Cathy Crockford
22	Alan Crockford	alancrockford@hotmail.com	Alan Crockford
23	Sarah Crockford	Sarah.Crockford@live.ca	Sarah Crockford
24	Angela Scott	Angelsgetaway@hotmail.com	Angela Scott
25	Dee Jones	Jeevestev51@icloud.com	Dee Jones
26	Marilyn McCaughy	marman214@gmail.com	M. McCaughy
27	Beth Woodcock	beth_woodcock@yahoo.com	B. Woodcock
28	Pam + Karen Wylie	homeonthepond@gmail.com	Pam + Karen Wylie
29	Karen Wylie	Karen@holoshealth.ca	Karen Wylie
30	Kimberly Reesor	Kimberly.reesor@gmail.com	Kimberly Reesor

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#	Name	Contact Information	Signature
31	Cheryl Reesor	cherylreesor@gmail.com	
32	Ferri Werry	ferri.werry@gmail.com	
33	Lynn Reesor Currie	lynn.currie@gmail.com	
34	Sarah Crowther	sarahcrowther7@gmail.com	
35	Ston Tomlinson	stonlinson101@gmail.com	
36	Mike Barkwell	mjbarkwell@sympatico.ca	
37	JOCELYNE BARKWELL	"	
38	CHEYL HOOEY	cheryl.hooey@gmail.com	
39	Kirsten Meehan	kirstenmeehan@gmail.com	
40	Andrew Meehan	andrewpmeehan@gmail.com	
41 <del>36</del>	Mary Grace Milton	marygracemilton@gmail.com	
42 <del>36</del>	David G Milton	dgmmpf@gmail.com	
43 <del>26</del>	Keith Canivet	keithster@kotmail.com	
44 <del>27</del>	Kathy O'Regan	kathyoregan57@gmail.com	
45 <del>28</del>	Andrew Wernham	abwernham@gmail.com	

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#	Name	Contact Information	Signature
46	Stephanie Gilbert	sgilbart@rogers.com	[Signature]
47	Alexa Platt	alexaplatt6@gmail.com	[Signature]
48	Alex Carleton	alexcarleton@ktrrail.com	[Signature]
49	Sean Gibson	sgibson0408@gmail.com	[Signature]
50	Liane Vetro	vetrofamily65@gmail.com	[Signature]
51	Tracy McKeen	tracytoad@rogers.com	[Signature]
52	Ryan Vetro	ryanojm.vetro@gmail.com	[Signature]
53	Marilyn McLean	kawartha-hase65@gmail.com	[Signature]
54	Peggy Kitchen	12 Finch Street, <sup>gandp kitchen @</sup> rogers.com	[Signature]
55	GARY KITCHEN	"	[Signature]
56	Cerrey Sea H	grogscott887@gmail.com	[Signature]
57	GAIL McFADDEN	[Signature]	gail.mcfadden@sympatico.ca
60	SHANNON McINNIS	sean@shannonrogers.com	[Signature]
61	Dana Bachman	gdbachman@yahoo.com	[Signature]
62	MARK BACHMAN	MARKC BACHMAN22@gmail.com	[Signature]

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 We would ask that this petition be presented to City Council at the earliest opportunity.

#	Name	Contact Information	Signature
63	JEFF HAWN	289-404-2082	[Signature]
64	Jennifer Hawn	289-404-2084	[Signature]
65	Lele Klender	905-449-5871	[Signature]
66	Corey Klender	905 260 3702	[Signature]
67	Megan de Jonge-Smith	905-441-5431	[Signature]
68	Adam Smith	905-449-8709	[Signature]
69	Kyle Jordan	416-509-8560	[Signature]
70	Sarah Jordan	647 400 3144	[Signature]
71	Cam Kingelin	289-404-6066	[Signature]
72	Mitch Mueller	905-818-5241	[Signature]
73	Donielle McCarthy	905-431-3202	[Signature]
74	CF Kingelin	416-543-8467	[Signature]

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#	Name	Contact Information	Signature
75	Sean Ricketts	519-774-2886	<i>Sean Ricketts</i>
76	Laura Devos	705-928-7123	<i>Laura Devos</i>
77	Teresa McGuinness	905-260-5671	<i>Teresa McGuinness</i>
78	Diane McGuinness	905-260-5662	<i>Diane McGuinness</i>
79	Brett Lazara	(647) 228-1972	<i>Brett Lazara</i>
80	Jim Briggs	416 216 3985	<i>Jim Briggs</i>

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To Mayor and Council,

The road to access to our business, Riverwood Park estates and seasonal campground, does not have a name. Because of this, it does not show up on Google maps. Our residents and campers have a hard time finding our business and directing there guests to their homes.

This has even resulted in some customers entering through the gas station (Petro Canada) to try to find access to our business while hauling their 30 + ft camping trailers.

Our seasonal campground runs May long weekend to Thanksgiving and during that time we have over 300 full time seasonal families as well as over 40 weekend campers coming in and out. This is in addition to our 100 + full time senior residents.

Our road name nomination, Wagstaff Road, has achieved sufficient support from the City of Kawartha Lakes Naming Group and has been added to the Master List.

Please review below our reasoning for wishing the unnamed road section West of Highway 35 towards Riverwood Park Road to be named Wagstaff Road.

“The Wagstaff family has owned and operated a successful family business (Riverwood Park) for over 56 years located at 31 Riverwood Park Road Lindsay ON. This property has been in the Wagstaff family since 1911, and was previously a brick yard which many of the older homes in Lindsay were built from. Our business includes year round modular home living with 115 families residing as well as a seasonal campground with over 300 seasonal family's, all of which contribute to the Kawartha Lakes Community. We are also proud supporters of many local charities, organizations and events for many years and a large member of the local farming community.

We are hoping we can use the name Wagstaff Road for our entrance road off of Highway 35 along the KIA dealership. Currently this road has no name. Thank you for your consideration.”

In addition, where this road ends, the road that runs South is also unnamed. We would propose carrying on the name Homestead Drive. Homestead Drive is the name of the road that already exists just past the stop sign.

We are eagerly awaiting your response.

Sincerely,  
Scott Wagstaff, Owner  
Riverwood Park  




Search here

Restaurants

Coffee

Gas

Hotels

Lindsay Kia

Proposed  
Wagstaff Rd.

Proposed  
Homestead Drive

Petro-Canada

Earn Points on Every  
Fill-up

St Dave's Diner

Lester Dr

25

35

Hwy 35

35

35



**The Corporation of the City of Kawartha Lakes**  
**Minutes**  
**Committee of the Whole Meeting**

**COW2024-08**  
**Tuesday, October 8, 2024**  
**Open Session Commencing at 1:00 p.m.**  
**Council Chambers**  
**City Hall**  
**26 Francis Street, Lindsay, Ontario K9V 5R8**

**Members:**  
**Mayor Doug Elmslie**  
**Deputy Mayor Charlie McDonald**  
**Councillor Ron Ashmore**  
**Councillor Dan Joyce**  
**Councillor Mike Perry**  
**Councillor Tracy Richardson**  
**Councillor Eric Smeaton**  
**Councillor Pat Warren**  
**Councillor Emmett Yeo**

**Please visit the City of Kawartha Lakes YouTube Channel at**  
**<https://www.youtube.com/c/CityofKawarthaLakes>** **to view the proceedings**  
**electronically.**

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**City of Kawartha Lakes is committed to accessibility for persons with disabilities.**  
**Please contact [AgendaItems@kawarthalakes.ca](mailto:AgendaItems@kawarthalakes.ca) if you have an accessible**  
**accommodation request.**

**1. Call to Order**

Mayor Elmslie called the Meeting to order at 1:00 p.m. Deputy Mayor C. McDonald and Councillors R. Ashmore, D. Joyce, M. Perry and T. Richardson were in attendance in Council Chambers.

Councillor P. Warren and E. Yeo were in attendance electronically.

Councillor E. Smeaton was absent.

CAO R. Taylor, City Clerk C. Ritchie, Deputy Clerk S. O'Connell, Directors L. Barrie, J. Johnson, B. Robinson, J. Rojas, Fire Chief T. Jones, Paramedic Chief S. Johnston, Deputy Paramedic Chief S. Lucas, Deputy Paramedic Chief J. Golden, Manager of Building and Property J. Smith and Traffic Management Supervisor J. Kelly were also in attendance in Council Chambers.

City Solicitor R. Carlson, Director C. Faber, Manager of Economic Development R. Mustard, Manager of Corporate Assets Dr. A. Found and A. Sloan, Manager of Municipal Law Enforcement and Licensing were in attendance electronically.

**1.1 Recognition of National Disability Employment Awareness Month**

Mayor Elmslie provided words in recognition of National Disability Employment Awareness which is an annual October campaign promoting disability inclusion in business and the workplace.

**2. Adoption of Agenda**

**CW2024-170**

**Moved By** Councillor Joyce

**Seconded By** Councillor Richardson

**That** the Agenda for the Committee of the Whole of Tuesday, October 8, 2024, be adopted as circulated and with the following amendments:

Additions:

Item 4.3 being a deputation by Keith Aubrey regarding water infrastructure on Bruce Street and Doble Drive, Oakwood

Item 4.4 being a deputation by Glenda Morris regarding Sidewalk Safety within Lindsay

Item 4.5 being a deputation by Eric Belchamber regarding a Telecommunications Facility Concurrence Application for 498 Golf Course Road, Geographic Township of Manvers

**Carried**

**3. Disclosure of Pecuniary Interest**

There were no declarations of pecuniary interest disclosed.

**4. Deputations**

4.1 COW2024-08.4.1

**Maintenance Issues within the Village of Omemee**

John Bianco

John Bianco reviewed maintenance concerns within the Village Omemee. He highlighted a concerns relating to sidewalk repair, outstanding bridge work, exterior light installation, the state of hydro poles within the Village and his desire to see outstanding projects completed. He also encouraged Council to pursue the improvement of the Omemee Beach Park. He outlined that he would like to see additional investment within the Village of Omemee.

**CW2024-171**

**Moved By** Councillor Richardson

**Seconded By** Councillor Ashmore

**That** the deputation of John Bianco, regarding Maintenance Issues within the Village of Omemee, be received; and

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

**Carried**

4.2 COW2024-08.4.2

**Telecommunications Facility Concurrence Application - 498 Golf Course Road, Geographic Township of Manvers relating to Item 7.1.2 on the Agenda**

Rodger Cooke

Rodger Cooke outlined his objection to the telecommunication tower that is proposed at 498 Golf Course Road. He outlined that his concerns relate to the proximity of the proposed tower to his property (being approximately 720m), the fact that the tower will be visible from his property and whether or not the tower would have a negative affect on his property.

**CW2024-172**

**Moved By** Councillor Perry

**Seconded By** Deputy Mayor McDonald

**That** the deputation of Rodger Cooke, **regarding a Telecommunications Facility Concurrence Application - 498 Golf Course Road**, Geographic Township of Manvers, be received; and

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

**Carried**

4.3 COW2024-08.4.3

**Water Infrastructure on Bruce Street and Doble Drive, Oakwood**

Keith Aubrey

Keith Aubrey provided an overview of the issues that he has encountered relating to the water infrastructure on Bruce Street and Doble Drive in Oakwood. He noted that the area has experienced numerous water leaks and each incident causes a disruption in water service because the water needs to be turned off during each repair. The frequent repairs is an inconvenience to area landowners and the repairs also interfere with the condition of the road because the infrastructure is underground and each repair includes excavation. He asked Council to budget accordingly and plan replace the water infrastructure on Bruce Street and Doble Drive. He also encouraged Council to enhance communication with residents in the area when there is a service disruption due to water line repairs.

**CW2024-173**

**Moved By** Councillor Joyce

**Seconded By** Councillor Richardson

**That** the deputation of Keith Aubrey, **regarding Water Infrastructure on Bruce Street and Doble Drive, Oakwood**, be received; and

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

**Carried**

## 4.4 COW2024-08.4.4

**Sidewalk Safety within Lindsay**

Glenda Morris

Glenda Morris provided an overview of her public safety concern relating to sidewalk use in Lindsay. She outlined that there has been a dramatic increase in cycling on sidewalks in Lindsay and that increase has created a safety concern for pedestrians. She noted that she has witnessed collisions and near misses involving pedestrians and cyclists. She encouraged Council to consider directing staff to develop a by-law for Lindsay to clarify the regulations on sidewalk usage, to consult with stakeholders on the development of said by-law and to initiate an education program on sidewalk usage. She recommended that the education program focus on education rather than enforcement and also recommended that the education program reinforce the importance of active transportation.

**CW2024-174****Moved By** Councillor Perry**Seconded By** Councillor Warren

**That** the deputation of Glenda Morris, **regarding Sidewalk Safety within Lindsay**, be received; and

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

**Carried**

## 4.5 COW2024-08.4.5

**Telecommunications Facility Concurrence Application - 498 Golf Course Road, Geographic Township of Manvers relating to Item 7.1.2 on the Agenda**

Eric Belchamber

Eric Belchamber spoke to the telecommunications tower that is proposed at 498 Golf Course Road. He noted that proposed tower is part of the Eastern Ontario Regional Network ("EORN") Cell Gap Project and the proposed tower is a vital component of the greater cell network. He outlined that the proposed tower will help to fill an under served portion of the community. He acknowledged the concerns that had been expressed by Rodger Cooke and provided an overview of the notification process that was followed with neighbouring landowners. He also noted that there will be a significant buffer between the proposed tower and the adjacent properties and all of the safety requirements will be fulfilled.



**CW2024-175**

**Moved By** Councillor Perry

**Seconded By** Deputy Mayor McDonald

**That** the deputation of Eric Belchamber, **regarding the Telecommunication Facility Concurrence Application - 498 Golf Course Road, Geographic Township of Manvers**, be received; and

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

**Carried**

**5. Correspondence**

**6. Presentations**

6.1 COW2024-08.6.1

**Paramedic Headquarters and Fleet Centre Update Presentation**

Sara Johnston, Chief, Paramedic Services

James Smith, Manager of Building and Property

Ryan Stitt, Salter Pilon Architecture

Brandon Bortoluzzi, Salter Pilon Architecture

Sara Johnston, Chief of Paramedic Services and James Smith, Manager of Building and Property, provided a status update and a design and construction overview for the Paramedic Headquarters and Fleet Centre. They outlined that Paramedic Services does not currently have a central headquarters facility; they are using existing municipal facilities that have been repurposed for use by Paramedic Services. As a result, the existing spaces have a lack of infrastructure, limited space and poor layouts. The Paramedic Service Master Plan identified the need for a purpose built facility for Paramedic Services as they work to meet the increased demand on services that will be experienced as our population grows. They outlined that the optimal location for the Paramedic Headquarters and Fleet Centre is 230 Angeline Street South in Lindsay, which is part of a larger property owned by the Trillium Lakelands District Schoolboard ("TLDSB"). They noted that a land lease agreement has been negotiated with TLDSB. Ryan Stitt and Brandon Bartoluzzi, of Salter Pilon Architecture, provided an overview of the proposed schematics for the Paramedic Headquarters and Fleet Centre. The overview included a summary of the layout for the facility and an outline of the proposed costs that will be involved.

**CW2024-176**

**Moved By** Councillor Warren

**Seconded By** Councillor Perry

**That** the presentation by Sara Johnston, Chief, Paramedic Services, James Smith, Manager of Building and Property, Ryan Stitt, of Salter Pilot Architecture and Brandon Bartoluzzi, of Salter Pilon Architecture, **regarding the Paramedic Headquarters and Fleet Centre Update**, be received; and

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

**Carried**

6.1.1 Report BP2024-003

**Paramedic Headquarters and Fleet Centre Update**

James Smith, Manager of Building and Property

**CW2024-177**

**Moved By** Councillor Richardson

**Seconded By** Deputy Mayor McDonald

**That** Report BP2024-003, **Paramedic Headquarters and Fleet Centre Update**, be received;

**That** the Lease Agreement between Trillium Lakelands District School Board and the Corporation of the City of Kawartha Lakes as generally outlined in Appendix A to Report BP2024-003, be approved;

**That** the Mayor and City Clerk be authorized to execute the agreement; and

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

**Carried**

The Meeting recessed at 2:58 p.m. and reconvened at 3:10 p.m.

6.2 COW2024-08.6.2

**Automated Speed Enforcement Presentation**

Joseph Kelly, Traffic Management Supervisor

Joseph Kelly, Traffic Management Supervisor, provided an update on the City's review of automated speed enforcement. He outlined how traffic calming measures are currently used to compliment the City's 40km speed limit program.

He noted that automated speed enforcement (also known as photo radar) has been considered in the past but, at the time, it was determined to be overly burdensome from an administrative perspective. He reviewed the Administrative Monetary Penalty (AMP) System and how it can be used for speed enforcement. The AMP system involves the automatic issue of a speeding ticket when an offending vehicle travels through an automated speed enforcement area. A third party vendor would automatically send a ticket to the owner of the offending vehicle. Additional review would be required by Staff to determine the costs that would be involved with the implementation of an AMP system for automated speed enforcement.

**CW2024-178**

**Moved By** Councillor Perry

**Seconded By** Councillor Joyce

**That** the presentation by Joseph Kelly, Traffic Management Supervisor, **regarding Automated Speed Enforcement**, be received; and

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

**Carried**

6.2.1 Report ENG2024-022

**Automated Speed Enforcement Update**

Joseph Kelly, Traffic Management Supervisor

**CW2024-179**

**Moved By** Councillor Perry

**Seconded By** Councillor Joyce

**That** Report ENG2024-022, **Automated Speed Enforcement Update**, be received; and

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

**Carried**

6.3 CC2024-08.6.3

**Mandatory Connection By-Law Review (By-Law 2014-255)**

Linda Liotti, Manager of Revenue and Taxation

There was no formal presentation on the Mandatory Connection By-Law Review (By-Law 2014-255).

6.3.1 Report CORP2024-022

**Mandatory Connection By-Law Review (By-Law 2014-255)**

Linda Liotti, Manager, Revenue and Taxation

**CW2024-180**

**Moved By** Councillor Joyce

**Seconded By** Councillor Ashmore

**That** Report CORP2024-022, **Mandatory Connection By-Law Review**, be received;

**That** Council approve the amendments to By-Law 2014-255, A By-Law To Require Owners of Buildings To Connect Such Buildings To Drinking Water Systems and/or Wastewater Collection Systems in The City of Kawartha Lakes, as specified in Appendix B; and

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

**Carried**

**7. Consent Matters**

**Moved By** Deputy Mayor McDonald

**Seconded By** Councillor Richardson

**That** all of the proposed recommendations shown in Section 7.1 of the Agenda, save and except for Item 7.1.1, be approved by the Committee of the Whole in the order that they appear on the Agenda, sequentially numbered and forwarded to Council for consideration at the next Regular Council Meeting.

**Carried**

7.1 Reports

7.1.2 PLAN2024-057

**Telecommunications Facility Concurrence Application – 498 Golf Course Road (Geographic Township of Manvers)**

Nicolas Smith, Planner II

**CW2024-181**

**That** Report PLAN2024-057, **498 Golf Course Road (Geographic Township of Manvers)**, be received;

**That** the 90.0 metre telecommunication facility proposed at 498 Golf Course Road and generally outlined in the Appendices to Report PLAN2024-057, be supported by Council, conditional upon the applicant entering into a Telecommunication Facility Development Agreement with the City;

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

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

**Carried**

7.1.3 ED2024-040

**Rural Economic Development Funding Novation Agreement**

Kimberly Callaghan, Economic Development Officer, Agriculture

**CW2024-182**

**That** Report ED2024-040, **Rural Economic Development Funding Novation Agreement**, be received;

**That** the Mayor and Clerk, following a review of the agreements to the satisfaction of the City Solicitor, be authorized to execute the Novation Agreement with the Province of Ontario for the Growing Local Food Wholesale Market in the Kawartha Region project, attached as Appendix A; and

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

**Carried**

7.2 Items Extracted from Consent

7.1.1 PLAN2024-056

**Provincial Planning Statement – Information Report**

Mark Jull, Supervisor, Policy Planning

**CW2024-183**

**Moved By** Councillor Warren

**Seconded By** Councillor Richardson

**That** Report PLAN2024-056, **Provincial Planning Statement, 2024 – Information Report**, be received; and

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

**Carried**

**8. New or Other Business**

**9. Adjournment**

**CW2024-184**

**Moved By** Councillor Yeo

**Seconded By** Deputy Mayor McDonald

**That** the Committee of the Whole Meeting adjourn at 4:06 p.m.

**Carried**

---

Doug Elmslie, Mayor

---

Cathie Ritchie, City Clerk

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

**PC2024-11**  
**Wednesday, October 9, 2024**  
**1:00 P.M.**  
**Council Chambers**  
**City Hall**  
**26 Francis Street, Lindsay, Ontario K9V 5R8**

**Members:**  
**Mayor Doug Elmslie**  
**Councillor Tracy Richardson**  
**Councillor Pat Warren**  
**Mike Barkwell**  
**Patrick O'Reilly**  
**Andrew Veale**  
**Jason Willock**

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

Chairperson A. Veale called the meeting to order at 1:00 p.m. Mayor D. Elmslie, Councillors T. Richardson and P. Warren, and Committee Members M. Barkwell, P. O'Reilly, and J. Willock were in attendance.

Deputy Clerk and Recording Secretary J. Watts, Director of Development Services L. Barrie, Manager of Development Engineering C. Sisson, Supervisor of Development Engineering K. Timms, and M. Hanifi and R. Romeral (Dillon Consulting on behalf of the City of Kawartha Lakes) were also in attendance.

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

**PAC2024-060**

**Moved By** Councillor Richardson

**Seconded By** Councillor Warren

**That** the agenda for the Wednesday, October 9, 2024 Planning Advisory Committee Meeting 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 next Regular Council making decisions on the following planning matters. The Chair requested staff to advise on the manner of giving notice for each of the proposed applications. He also asked staff to briefly describe the proposal and summarize the correspondence, if any, received to date, and further advised how the public could participate in the Public Meeting portions of the agenda.

**3.1 PLAN2024-054**

**Application to Amend the Town of Lindsay Zoning By-law 2000-75 at 68 McLaughlin Road, Lindsay - Dent**

Michael Hanifi, MCIP, RPP, Dillon Consulting Limited on behalf of the City of Kawartha Lakes



### 3.1.1 Public Meeting

Mr. Hanifi confirmed that the required notice was given in accordance with the Planning Act. He summarized the application, explaining that it proposes to add an axe throwing facility use within Units 7 and 8 of the existing split-level multi-tenant building. An amendment to the Town of Lindsay Zoning By-law 2000-75 is required to change the 'Prestige Employment Exception 2 (PE-S2) Zone' in order to facilitate the proposal. Consistency with the Provincial Planning Statement, and the Kawartha Lakes Official Plan/Lindsay Secondary Plan will be determined upon further review of the application. Mr. Hanifi summarized the comments received to date, as detailed in the report, noting that subsequent to the writing of the report that no additional comments were received. Staff are recommending that the application be received for information. Mr. Hanifi responded to questions from members of the Committee.

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

Matthew Colavecchia spoke on behalf of the owner D. Dent, and spoke regarding the parking requirements emphasizing the after-hours use of the proposed axe-throwing facility in contrast with the traditional office hours of the existing businesses at the property. He noted the previous uses of the spaces being a warehouse, u-brew centre, and golf-simulator. He stated that the approval of the proposal would provide local jobs, and indoor entertainment for the community. Mr. Colavecchia responded to questions from the members of the Committee.

Glenn Wilcox of Wilcox Architects spoke as the applicant, and noted the structural changes that are required for the proposal. He stated that proposed changes necessitated the associated building permit application, and the ongoing planning review. He further noted that 53 spaces are required under the zoning by-law, and 43 exist, however the 21 parking spaces required for the axe-throwing facility would be off-hours from the existing tenants. He stated that if the language of the zoning by-law was up to date, this application may not have been required.

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

Tom deBoer spoke and noted that while he is not retained by the applicant, he questioned why such a simple matter might be referred back to staff. He stated that in order to keep this business going, the committee should consider approving it, as opposed to delaying it by 2-3 months.

No other persons spoke to the application.

Ms. Barrie responded to questions put forward by the members of the Committee.

The Public Meeting concluded at 1:24 p.m.

### 3.1.2 Business Arising from the Public Meeting

#### **PAC2024-061**

**Moved By** Councillor Richardson

**Seconded By** Mayor Elmslie

**That** Report PLAN2024-054, **Application to Amend the Town of Lindsay Zoning By-law 2000-75 at 68 McLaughlin Road, Lindsay - Dent** be received;

**That** a By-law to implement the proposed zoning by-law amendment respecting application D06-2024-017 be prepared and referred to Council for approval and adoption by the November 19, 2024 Regular Council Meeting; and

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

**Carried**

### 3.2 PLAN2024-055

#### **Applications to Amend the Kawartha Lakes Official Plan and the Township of Fenelon Zoning By-law 12-95 at 4544 Highway 35, Cameron - Thibert**

Raphael Romeral, Dillon Consulting Limited and Amanda-Brea Watson, MCIP, RPP Urban Planners on behalf the City of Kawartha Lakes

#### 3.2.1 Public Meeting

Mr. Romeral confirmed that the required notice was given in accordance with the Planning Act. He summarized the applications, explaining that it proposes to develop a self-storage facility and retain the existing commercial building. An amendment to the City of Kawartha Lakes Official Plan is required to change the 'Highway Commercial' designation to permit the proposed self-storage use; and, an amendment to the Township of Fenelon Zoning By-law 12-95 is required to change the 'Highway Commercial Exception Two (C2-2) Zone' in order to facilitate the proposal. Consistency with the Provincial Planning Statement, and conformity to the Kawartha Lakes Official Plan will be determined upon further review of the application. Mr. Romeral summarized the comments received to date, as detailed in the report, noting that subsequent to the writing of the report that no additional comments were received. Staff are recommending that the

application be received for information. He responded to questions from members of the Committee.

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

The applicant who was present declined to comment at this time.

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

No persons spoke to the application.

The Public Meeting concluded at 1:34p.m.

### 3.2.2 Business Arising from the Public Meeting

#### **PAC2024-062**

**Moved By** Councillor Warren

**Seconded By** M. Barkwell

**That Report PLAN2024-055, Applications to Amend the Kawartha Lakes Official Plan and the Township of Fenelon Zoning By-law 12-95 at 4544 Highway 35, Cameron - Thibert, be received for information.**

**Carried**

## **4. Deputations**

## **5. Correspondence**

## **6. Regular and Returned Reports**

### 6.1 PLAN2024-056

#### **Provincial Planning Statement, 2024 – Information Report**

Mark Jull, Supervisor of Policy Planning

Ms. Barrie spoke on behalf of Mr. Jull and provided a high-level overview of the new Provincial Planning Statement (PPS), which includes the removal of the Growth Plan for the Greater Golden Horseshoe. She stated that the new PPS comes into effect on October 20, 2024 and noted the differences as they relate to Kawartha Lakes in the following subject areas:

- Growth Targets and MZOs;
- Settlement Area Expansions;
- Intensification;
- Affordable Housing;

- Employment Areas; and
- Agriculture

Ms. Barrie responded to questions from the members of the Committee.

**PAC2024-063**

**Moved By** P. O'Reilly

**Seconded By** Councillor Warren

**That** Report PLAN2024-056, **Provincial Planning Statement, 2024 – Information Report**, be received.

**Carried**

**7. Adjournment**

**PAC2024-064**

**Moved By** Mayor Elmslie

**Seconded By** M. Barkwell

**That** the Planning Advisory Committee Meeting adjourn at 1:54p.m.

**Carried**

## Council Report

**Report Number:** MAYOR2024-001  
**Meeting Date:** October 22, 2024  
**Title:** Council Member Appointments  
**Description:** Mid-term Review and Changes to Appointments  
**Author and Title:** Doug Elmslie, Mayor

### Recommendation(s):

**That** Report MAYOR2024-001, **Council Appointments**, be received;

**That** the following councillor appointments be approved and continue until the end of the current term of Council, being November 14, 2026:

Board, Committee, or Task Force	New Member Appointments
Kawartha Lakes Municipal Heritage Committee	Councillor Richardson
Planning Advisory Committee	Councillor Ashmore
Victoria Manor Committee of Management	Councillor Ashmore
Haliburton, Kawartha, Pine Ridge District Health Unit Board	Councillor Joyce
Kawartha Lakes Police Service Board	Councillor McDonald
OPP Board	Councillor Perry

**That** the Terms of Reference for the Victoria Manor Committee be amended to increase the composition to four (4) members of Council; and

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

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

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

**That** the Terms of Reference for the Planning Advisory Committee be amended to increase the composition to four (4) members of Council; and

**That** the following appointments, scheduled to end in 2024, be approved and continue until the end of the current term of Council, being November 14, 2026, and:

Committee of Adjustment	Councillor Yeo
Fenelon Cemetery Board	Councillor Perry

**That** any necessary By-Laws to facilitate the new or continuing appointments be brought forward for adoption.

**Background:**

At the Council Meeting of November 22, 2022, Council adopted the following resolution:

**CR2022-377**

**Moved By** Councillor Yeo

**Seconded By** Councillor Warren

**That** Report MAYOR2022-001, **Council Appointments**, be received;

**That** the following appointments begin November 22, 2022 and continue for the entire term of Council ending November 14, 2026, with a mid-term review of appointments in 2024;

This report addresses the direction for a mid-term review.

**Rationale:**

Members of Council are required to sit on various Advisory Committees, Boards, Task Forces and Outside Agencies throughout the term of Council with a mid-term review in 2024. This report addresses the mid-term review to provide an opportunity for the appointments to be re-examined and updated. As a result of the mid-term review the councillor appointments are proposed, as outlined in Appendix A to this report (with additions noted in bold font and removals noted with strikethrough font).

The exceptions to the term of Council appointments apply to the appointment to the Committee of Adjustment and the appointment to the Fenelon Falls Cemetery Board. The appointment to the Committee of Adjustment runs for a two-year term and the appointment will be implemented through the adoption of a by-law. With regards to the

Fenelon Falls Cemetery Board, its mandate was to continue to the end of 2023, but was approved on April 30, 2024 to remain an advisory board to Council.

The Mayor has reviewed and considered preferences of members of the various boards and committees and has made recommendations to accommodate requests for changes. Such changes will provide Councillors with an opportunity to become involved and aware of other areas of interest while still maintaining a commitment to ensure Council involvement and accountability to the public.

### **Other Alternatives Considered:**

The alternative option to maintain status quo across all boards and committees was considered, but the opportunity for change will offer a more positive impact in allowing Councillors to broaden their spheres of interest and will create a deeper understanding of the variety of boards and agencies that work with Council. Maintaining the status quo will reduce that opportunity to engage with other groups and potentially diminish that learning opportunity.

### **Alignment to Strategic Priorities**

This report and its recommendations support the City's strategic priority of Good Government in promoting a balanced approach to Council Appointments and providing Councillors with an opportunity to sit on a variety of boards and committees, creating a more fulsome approach to the different kinds of activities and interests of our communities.

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

There are no financial considerations associated with this report as the current remuneration for council members includes attendance at meetings of various boards and committees.

### **Consultations:**

Mayor and Members of Council  
Chief Administrative Officer  
City Clerk

### **Attachments:**

Appendix A – Updated List of Council Appointments with Changes

### **Department Head email:**

### **Department Head:**

<b>Appendix A</b>	
Kawartha Lakes Accessibility Advisory Committee	Councillor McDonald
Drainage Board	Councillor Ashmore Councillor Joyce Councillor Richardson
Kawartha Lakes Municipal Heritage Committee	<del>Councillor Ashmore</del> <b>Councillor Richardson</b>
Kawartha Lakes Haliburton Housing Corporation Board	Councillor Perry Councillor Yeo
Planning Advisory Committee	Mayor Elmslie <b>Councillor Ashmore</b> Councillor Richardson Councillor Warren Alternates: <del>Councillor Ashmore</del> Councillor McDonald
Fenelon Landfill Public Review Committee	Councillor Perry
Lindsay Ops Landfill Public Review Committee	Councillor Smeaton
Municipal By-Law Appeals Committee	Councillor Ashmore Councillor Richardson Councillor Joyce
Public Library Board	Councillor Joyce
Victoria Manor Committee of Management	Councillor Perry Councillor Yeo Councillor McDonald <b>Councillor Ashmore</b>



Lindsay Downtown Business Improvement Area Board	Councillor Smeaton Councillor McDonald
Agriculture Development Advisory Committee	Councillor Ashmore
Bobcaygeon Legacy C.H.E.S.T Fund Grant Committee	Councillor Warren
Lindsay Legacy C.H.E.S.T Fund Grant Committee	Councillor Smeaton Alternate: Councillor McDonald
Kawartha Lakes Environmental Advisory Committee	Councillor Warren
Kawartha Lakes Cemetery Board	Councillor Yeo
Fenelon Falls Museum Board	Councillor Perry
Fenelon Falls Powerlinks Committee	Councillor Perry
Joint Social and Housing Services Advisory Committee	Councillor Joyce Councillor McDonald Councillor Warren
Kinmount Committee for Planning and Economic Development	Councillor Warren
Lindsay Nayoro Twinning Committee	Mayor Elmslie
Kawartha Lakes Parks Advisory Committee	Mayor Elmslie Councillor Richardson Councillor McDonald

Wilson Estate Advisory Committee	Mayor Elmslie Councillor Smeaton Councillor McDonald
Kawartha Lakes Airport Advisory Committee	Councillor Perry
Kawartha Lakes Waste Management Advisory Committee	Councillor Warren Councillor Joyce
Development Charges Task Force	Councillor Smeaton
Rural Zoning By-Law Task Force	Councillor Richardson
Growth Management Strategy Task Force	Councillor Richardson
Active Transportation Master Plan Task Force	Councillor Warren
Ganaraska Region Conservation Authority Board	Councillor Richardson
Kawartha Region Conservation Authority Board	Councillor Richardson Councillor Warren Councillor Smeaton
Otonabee Region Conservation Authority Board	Councillor Ashmore
Lake Simcoe Conservation Authority Board	Councillor Yeo
Haliburton, Kawartha, Pine Ridge District Health Unit Board	Councillor Richardson <del>Councillor Perry</del> <b>Councillor Joyce</b>

Kawartha Lakes Community Health Care Initiative	Councillor Joyce
Kawartha Lakes Police Service Board	Mayor Elmslie <del>Councillor Smeaton</del> <b>Councillor McDonald</b>
<del>Ross Memorial Hospital Board</del>	<del>Councillor Smeaton</del>
OPP Board	<del>Councillor Ashmore</del> Councillor Richardson Councillor Warren <b>Councillor Perry</b>
Committee of Adjustment	Councillor Yeo
Fenelon Cemetery Board	Councillor Perry



## Council Report

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<b>Report Number:</b>	<b>RS2024-049</b>
<b>Meeting Date:</b>	October 22, 2024
<b>Title:</b>	<b>Update – Request for Support of Bobcaygeon Creeks Inc. Proposed Purchase of Unpatented Land from the Ministry of Natural Resources</b>
<b>Description:</b>	Request for an Updated Letter of Support from Council related to Bobcaygeon Creeks Inc.’s Proposed Purchase of 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
<b>Author and Title:</b>	Laura Carnochan, Acting Manager – Realty Services

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### Recommendations:

**That** Report RS2024-049, **Update – Request for Support of Bobcaygeon Creeks Inc. Proposed Purchase of Unpatented Land from the Ministry of Natural Resources**, be received;

**That** Bobcaygeon Creeks Inc.’s request for support of their application to purchase the unpatented land 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 Natural Resources be denied; and

**That** Bobcaygeon Creeks Inc.’s request to purchase road allowances adjacent to its properties be denied and Staff be directed to notify Bobcaygeon Creeks Inc. of same.

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

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

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

## **Background:**

On June 14, 2021, the Land Management Team reviewed a request from Bobcaygeon Creeks Inc. (“BCI”) to purchase a number of road allowances adjacent to properties they owned within Bobcaygeon, as well as a request for a letter from Council in support of its attempt to acquire two parcels of unpatented land from the Ministry of Natural Resources (“MNR”). A map and an aerial map of the subject MNR lands are attached as Appendix A and Appendix B.

The Land Management Team had no concerns with the request, and correspondence was sent to BCI advising that the Team had no objections to selling the road allowances adjacent to BCI’s properties, as long as no private properties would be landlocked by the sale. The correspondence further noted that the Team was agreeable to recommending that Council support BCI’s request to acquire the MNR lands. The Team advised that the disposition of the road allowances could proceed following BCI’s acquisition of the MNR lands.

At the Council Meeting of August 10, 2021 Council adopted the following resolution:

### **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**

A copy of the letter of support is attached as Appendix C.

Following Council’s submission of the letter of support, BCI pursued acquisition of the MNR lands, but faced a number of delays throughout the process.

In June 2024, BCI contacted Realty Services to advise that they were still pursuing the acquisition and MNR had requested a new letter of support from the City.

This request was reviewed by the Land Management Team at its meeting on September 9, 2024. As there have been a number of policy changes since support was provided in 2021, the Team was of the opinion that it is no longer appropriate for staff to recommend continued support of BCI’s acquisition from the MNR.

### **Rationale:**

Since initial support of BCI’s request was provided in 2021, there have been a number of policy changes at the City of Kawartha Lakes, which factored in the Land Management Team’s decision to no longer support this request.

Specifically, MD2022-007 Construction of Rural and Urban Roads to Access Existing Lots of Record stipulates that new roads will not be constructed in areas designated as being natural heritage (woodlot or wetland) in the City’s Official Plan. The MNR lots are areas of natural heritage, specifically, woodlots, in the Bobcaygeon Secondary Plan.

City of Kawartha Lakes Policy CP2022-007: “First Nations Consultation”, passed in 2022, established a framework for the City’s duty to consult with First Nations. This request does not require the City to consult with First Nations (consultation will be required if the applicant proceeds with a development application per the Planning Act), however, in the spirit of the policy and recognizing the Province’s duty to consult, the Team is of the opinion that MNR should first consider any First Nation interest in the subject properties prior to disposition.

Further, the Team has previously requested that Realty Services draft amendments to the City’s disposition policy to clarify that the Team must consider the environmental benefits of City-owned property and that the City not dispose of any environmentally-significant property. The MNR lands are part of a significant woodlot, therefore it would not be appropriate for the Team to recommend disposal of the lands into private ownership.

### **Other Alternatives Considered:**

Council could decide to support Bobcaygeon Creeks Inc.’s application to purchase the subject lands from the MNR. Council could also decide to support Bobcaygeon Creeks Inc.’s request to purchase road allowances from the City, to proceed through the

disposition process following its acquisition of the MNR lands. This would be achieved by adopting the following resolution:

**That** Council continue to support Bobcaygeon Creeks Inc.'s request to purchase the lots 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 Natural Resources and Forestry;

**That** a letter be drafted to confirm Council's current support of Bobcaygeon Creeks Inc.'s and 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 and continued support of Bobcaygeon Creeks Inc. request to purchase lots from the Ministry of Natural Resources and Forestry; and

**That** Staff be directed to proceed with the request to purchase road allowances adjacent to Bobcaygeon Creeks Inc.'s holdings, following its acquisition of the MNR lands, as per the disposition procedures set out in CP2021-033 Disposal of Real Property Policy and By-Law 2018-020 Disposition of Municipal Real Property, as amended.

If Council decides to support BCI's application to purchase the MNR lands, it does not place any obligation on the City to approve a future development plan, nor does it provide any guarantee that any future development plan(s) will be approved.

### **Alignment to Strategic Priorities:**

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

- A Healthy Environment
  - Protect and preserve natural areas

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

None

### **Consultations:**

Land Management Team

### **Attachments:**

### Appendix A – Map of MNR Lands



Appendix A - Map  
of MNRF Lands.pdf

### Appendix B – Aerial Map of MNR Lands



Appendix B - Aerial  
Map of MNRF Lands

### Appendix C – Letter of Support



Appendix C - Letter  
to MNRF (Council St

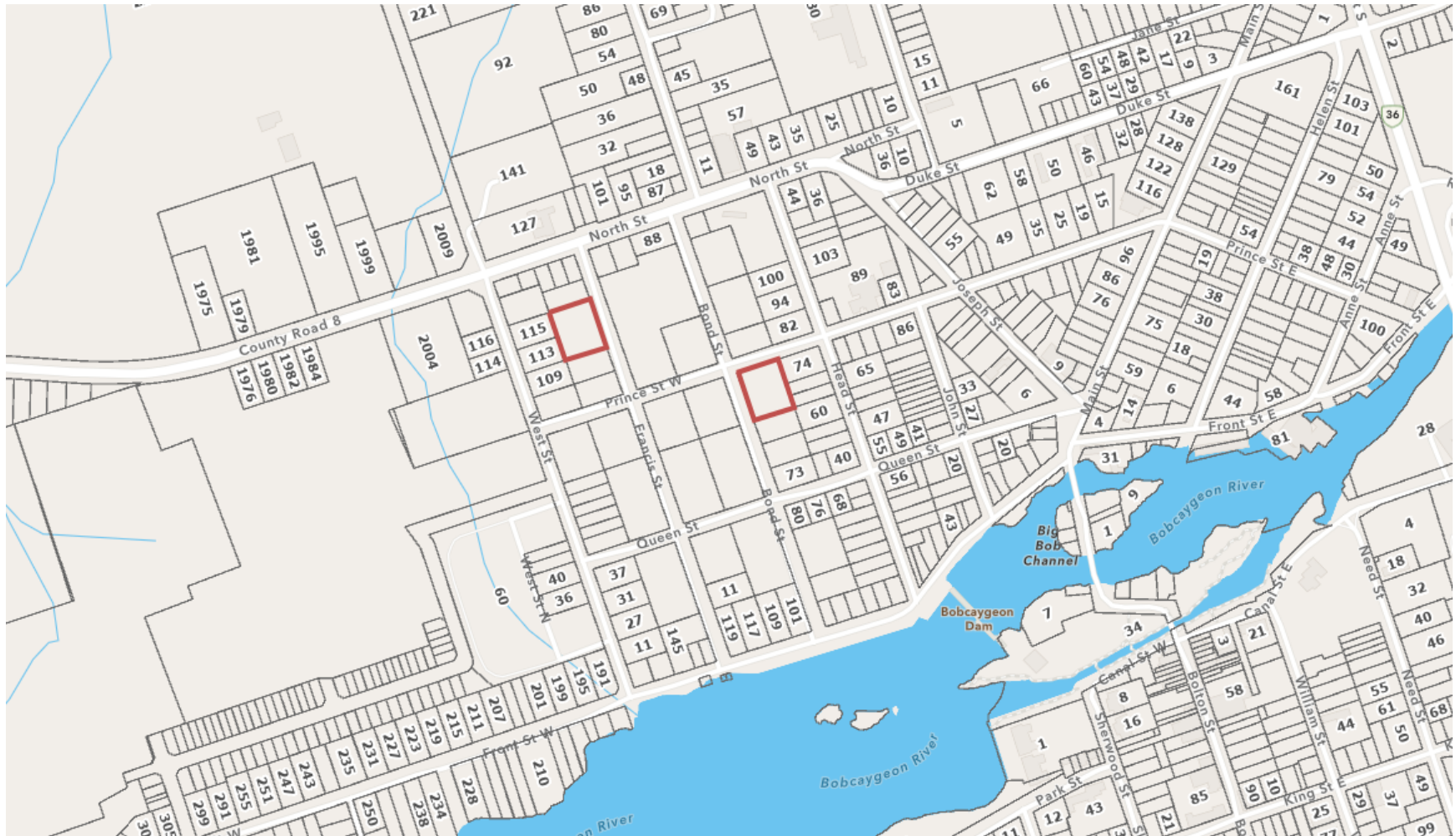
**Department Head E-mail:** [rcarlson@kawarthalakes.ca](mailto:rcarlson@kawarthalakes.ca)

**Department Head:** Robyn Carlson

**Department File:** L06-21-RS009



**Map of MNRF Lands**





**Aerial Map of MNRF Lands**





August 17, 2021

VIA REGULAR MAIL

Ministry of Northern Development, Mines, Natural Resources and Forestry  
Regional Office  
300 Water Street  
4th Floor S  
Peterborough, ON K9J 3C7

Dear Sir or Madam:

Re: Bobcaygeon Creeks Inc. Application to Purchase Property from MNRF  
Legally Described as Lots 13 and 14, West of Francis Street, in the Geographic Village of Bobcaygeon, City of Kawartha Lakes  
Lots 9 and 10, East of Bond Street, in the Geographic Village of Bobcaygeon, City of Kawartha Lakes

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We have been advised by Bobcaygeon Creeks Inc. that it wishes to purchase a purchase of the above noted lands from the Ministry of Northern Development, Mines, Natural Resources and Forestry.

At the Regular Council meeting of August 10, 2021, Council made the following resolution:

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**

Accordingly, please accept this letter acknowledging The Council of The City of Kawartha Lakes' support of the application made by Bobcaygeon Creeks Inc. to purchase the above-noted lots from the MNRF.

Sincerely,

The Council of the City of Kawartha Lakes

Andy Letham, Mayor





## Council Report

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**Report Number:** RS2024-050

**Meeting Date:** October 22, 2024

**Title:** **Proposed Lease Agreement between Dunsford Community Centre Inc. and The Corporation of the City of Kawartha Lakes**

**Description:** Proposed Lease for Continued Use of Space for the Dunsford Library Branch at 26 Community Centre Road, Dunsford

**Author and Title:** Laura Carnochan, Acting Manager – Realty Services

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### Recommendations:

**That** Report RS2024-050, **Proposed Lease Agreement between Dunsford Community Centre Inc. and The Corporation of the City of Kawartha Lakes**, be received;

**That** the Lease Agreement attached as Appendix A to Report RS2024-050, be approved;

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

**That** the necessary By-Law, as outlined in Appendix B to Report RS2024-050, be brought forward for adoption.

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

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

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

## **Background:**

The Corporation of the City of Kawartha Lakes has been leasing space from Dunsford Community Centre Inc. since 2016 pursuant to a number of Lease Agreements and permissible extensions. The most recent Lease Agreement commenced on January 1, 2020 for a three-year term, with two one-year renewals. The City is currently in its second renewal, which will expire on December 31, 2024.

The space rented by the City consists of 1,237 square feet of occupied space, including washrooms solely used by the library staff and patrons.

The Dunsford Library is open three days each week, operating a total of 12 hours per week.

As the existing Lease is set to expire, Staff have negotiated a new Lease Agreement with the same terms for this space, save and except the term of the Agreement and the amount of the annual rent, which will increase by 3% each year.

The proposed Lease Agreement was discussed by the Kawartha Lakes Public Library Board on June 6, 2024 and it was the recommendation of the Board that proposed five-year Lease Agreement with annual 3% increases to the rental amount be approved.

The purpose of this report is to provide Council with an opportunity to consider the terms of the proposed Lease Agreement and for Council to provide direction required to execute this Agreement. The proposed Lease Agreement is attached at Appendix A. The By-Law required to authorize the Mayor and Clerk to sign the Lease Agreement is attached as Appendix B.

## **Rationale:**

The proposed Lease Agreement provides the City with a five-year term, along with the right to renew the Lease for two further terms of five years each.

The annual rent is proposed to increase by 3% each year. This is an increase from the previous annual increases of 2%. This increase was approved by the Library Board at its meeting on June 6, 2024.

## **Other Alternatives Considered:**

Council could direct that the Lease Agreement not be approved. This is not recommended in this circumstance as the Library has not identified an alternative space in the Dunsford area at this time.

## **Alignment to Strategic Priorities:**

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

- An Exceptional Quality of Life
  - Provide recreation and leisure programs that meet the needs of the community
  - Maintain community hubs for social, healthy interactions

## **Financial/Operation Impacts:**

The annual rent will increase by 3% each year of the term as follows:

January 1, 2025 to December 31, 2025 – yearly rent of \$23,353.93;  
January 1, 2026 to December 31, 2026 – yearly rent of \$24,054.55;  
January 1, 2027 to December 31, 2027 – yearly rent of \$24,776.19;  
January 1, 2028 to December 31, 2028 – yearly rent of \$25,519.48;  
January 1, 2029 to December 31, 2029 – yearly rent of \$26,285.06.

The City is also responsible for the cost of telephone service and Tenant insurance.

Dunsford Community Centre Inc. is responsible for realty taxes, heating, hydro, snow removal, landlord's liability insurance, cleaning (interior and windows), and any other utilities which may be applicable.

Should the City enter into the two permissible extensions, the annual rent will continue to increase each year by 3%.

## **Consultations:**

Library Director/CEO  
Kawartha Lakes Public Library Board

## **Attachments:**

Appendix A – Proposed Lease Agreement



Appendix A -  
Proposed Lease Agri

Appendix B – By-Law to Authorize Execution of the Lease Agreement between Dunsford  
Community Centre Inc. and The Corporation of the City of Kawartha Lakes



Appendix B -  
By-Law to Authorize

**Department Head E-mail:** [rcarlson@kawarthalakes.ca](mailto:rcarlson@kawarthalakes.ca)

**Department Head:** Robyn Carlson

**Department File:** L17-24-RS008



**LEASE AGREEMENT**

This lease is made in duplicate between:

Dunsford Community Centre Inc.

(the "Landlord")

and

The Corporation of the City of Kawartha Lakes

(the "Tenant")

The Landlord and the Tenant hereby agree as follows:

1. The Landlord hereby grants the Tenant a lease of the interior premises being agreed by the parties to comprise of 1,237 square feet, and as outlined in pink on the floor plan attached as Schedule "A" located on the 1<sup>st</sup> floor of the Dunsford Community Centre, 26 Community Centre Road, Dunsford, Ontario K0M 1L0, City of Kawartha Lakes (the "Premises").

2. The term of this lease commences on January 1, 2025 and ends on December 31, 2029.

If the Tenant continues in occupation of the Premises with the consent of the Landlord after expiry of the term of this lease, the Tenant shall be deemed to be leasing the Premises on a month-to-month basis but otherwise on the same terms as set out in this lease.

3. The Tenant may use the Premises for a public library and all uses ancillary thereto and for no other purpose.

4. The Tenant shall pay to the Landlord rent on the following dates and times:

January 1, 2025 to December 31, 2025 – yearly rent of \$23,353.93;  
January 1, 2026 to December 31, 2026 – yearly rent of \$24,054.55;  
January 1, 2027 to December 31, 2027 – yearly rent of \$24,776.19;  
January 1, 2028 to December 31, 2028 – yearly rent of \$25,519.48;  
January 1, 2029 to December 31, 2029 – yearly rent of \$26,285.06.

Annual rent shall be paid in two equal installments, on or before January 1 and on or before July 1 of each year of the term.

The Landlord shall provide the Tenant with an invoice for the six month period 30 days in advance of the rent becoming due.

5. Time shall be of the essence of this Lease.

6. The following services and expenses are the sole responsibility and expense of the Tenant and the Tenant agrees to promptly pay for same:
  - a) Telephone for the Premises; and
  - b) Tenant's insurance to cover contents and liability as outlined in paragraph 14 below.
7. The following services and expenses are the sole responsibility and expense of the Landlord and the Landlord agrees to promptly pay for same:
  - a) Realty taxes;
  - b) Heating;
  - c) Hydro;
  - d) Snow removal;
  - e) Landlord's liability insurance;
  - f) Cleaning (interior and windows); and
  - g) Any other utilities that may now or in the future become applicable.
8. The Landlord agrees cleaning and snow removal shall be maintained at a commercially reasonable standard that is suitable, timely, and responsive to the needs of the Library, its patrons, and its hours of operation in order to ensure safe access to the facility by staff and patrons during branch hours as determined from time to time.
9. Cleaning shall be maintained at a commercially reasonable standard appropriate for the public use of the facility and same shall be conducted in such a way so as to not conflict with the reasonable use of the Premises by staff and the public. The Landlord shall be responsible for cleaning/replacement of carpeting and mats and cleaning supplies associated with the washroom facilities of the Library (as suggested by staff).
10. The Library shall have the use of the tables and chairs for programming purposes from time to time, subject to the provision that adequate and reasonable notice shall be given to the Landlord as to when the table and chairs are required. The Tenant acknowledges that the Landlord from time to time holds functions and the tables and chairs may not be available for use by the Tenant.
11. The Landlord shall also be solely responsible for the undertaking of and costs of all repairs or improvements to the structure and to the interior and exterior of the building including lighting and fixtures.
12. Any services and expenses undertaken by the Tenant without the Landlord's permission relevant to the use by the Tenant of the Premises and not mentioned in this lease are the responsibility and expense of the Tenant.
13. The Landlord covenants with the Tenant that so long as the Tenant complies with the terms of this lease, the Tenant may occupy and enjoy the Premises without any interruption or interference from the Landlord.
14. The Tenant shall purchase and maintain public liability insurance in the amount of no less than Two Million Dollars (\$2,000,000.00) and shall provide proof of this insurance to the Landlord on request.

15. The Landlord shall maintain public liability insurance in the amount of not less than Two Million Dollars (\$2,000,000.00) and if there is ever any claim made by a third party, then the Tenant and the Landlord shall be indemnified by the other party in relation to their actions, or their inaction if any liability attaches as a result of the foregoing.
16. Subject to paragraph 17 below, the Landlord may terminate this lease on sixty (60) days' notice for any one of the following or any other cause permitted by law:
  - a) Fifteen days' arrears of rent or additional rent;
  - b) The bankruptcy or insolvency of the Tenant;
  - c) A material change in the use of the Premises by the Tenant and, in particular (without limiting the generality of this provision), any change of use by the Tenant that materially affects the Landlord's building insurance or that constitutes a nuisance;
  - d) Any unauthorized assignment or subletting of this lease by the Tenant;
  - e) Substantial damage to or destruction of the Premises;
  - f) Any sale or material change in the use of the building in which the Premises are located by the Landlord; or
  - g) Any significant willful or negligent damage to the Premises caused by the Tenant or by persons permitted on the Premises by the Tenant, which is not repaired by the Tenant.
17. The Landlord and the Tenant covenant and agree that if either party is in breach of any provision of this Lease Agreement, then the party who is not in breach shall provide to the other party who is in breach, the nature of the breach, and give that party thirty (30) days' notice to correct the breach. If the said breach is not corrected within thirty (30) days of receiving the notice as set out in paragraph 16 above, then the breach may be treated as grounds for termination of this Lease Agreement.
18. Subject to the terms of this Lease and appropriate notice, on the Landlord becoming entitled to re-enter and to take possession of the Premises for any of the grounds for termination set out in this Lease or for any other cause permitted by law, the Landlord, in addition to all other rights, will have the right to enter the Premises either by force or otherwise and with an accompanying right to change the door locks for the Premises and to re-let the Premises and to receive the rent therefore.
19. The Tenant may not assign or sublet the Premises, in whole or in part, or allow the Premises to be used by any other person without the written consent of the Landlord, which consent shall not be unreasonably withheld.
20. The Tenant shall not make improvements or alterations to the Premises without the written consent of the Landlord, which consent shall not be unreasonably withheld.
21. At the end of the lease, the Tenant shall deliver vacant possession to the Landlord of the Premises in the same condition as at the commencement of the lease, reasonable wear and tear excepted.
22. Any written notice require or permitted to be given by this lease is sufficiently given if sent in proper form by ordinary mail to the last known address of the party for whom

the notice is intended. Any written notice sent by ordinary mail in accordance with this paragraph is deemed, for the purposes of this lease, received by the addressee on the seventh day after mailing unless actually received before. Nothing in this paragraph prevents giving written notice in any other manner recognized by law.

Notice to the Landlord shall be given at:

Dunsford Community Centre Inc.  
26 Community Centre Road  
Dunsford, Ontario KOM 1L0

Notice to the Tenant shall be given at:

190 Kent Street West  
Lindsay, Ontario K9V 6Y6  
Attention: CEO & Chief Librarian

23. In this lease, words importing the singular include the plural, and vice versa, and importing the masculine gender include the feminine, and importing an individual include a corporation and vice versa. This lease binds and benefits the parties and their respective heirs, successors, and permitted assigns.

24. If not in default under this lease, the Tenant has the right to renew this lease for two further terms of five (5) years each exercisable by giving written notice of renewal to the Landlord in the six (6) month period immediately before the expiry of the current term of this lease. The renewed lease is granted on the same terms as set out in this lease except as to base rent and without any further right of renewal. The base rent payable by the Tenant in the renewed term shall be increased by 3% over the previous term.

## 25. SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

## 26. ARBITRATION AND MEDIATION

(1) Despite anything contained in this Agreement to the contrary, in the event that a dispute or difference arises with respect to this Agreement that cannot be resolved by negotiation between the parties and the parties agree that they do not wish to terminate this Agreement, then in such event the parties agree to use the services of an experienced, qualified mediator to attempt to resolve their dispute or difference and, failing agreement on the procedure to be followed, the mediation shall be conducted in accordance with the "Rules of Procedure for the Conduct of Mediations" of the Arbitration and Mediation Institute of Ontario.

(2) In the event that mediation does not result in a resolution of the dispute or difference and the parties agree that they do not wish to terminate this Agreement, then in such event

any unresolved issue may be taken to any other appropriate dispute resolution process including a court of competent jurisdiction located at Lindsay, now in the City of Kawartha Lakes and Province of Ontario. Should arbitration be agreed upon, the arbitration will be conducted in accordance with the "Rules of Procedure for the Conduct of Arbitrations" of the Arbitration and Mediation Institute of Ontario pursuant to the Arbitration Act, 1991 (Ontario).

27. This Lease will be governed by the laws of the Province of Ontario.

28. Copies of this Lease will be treated as originals.

Executed at Lindsay on the 15 day of Sept., 2024

**DUNSFORD COMMUNITY CENTRE INC.**

Per: James E. Hurston  
President

Per: Gay Carriale  
Vice President

We have authority to bind the Corporation

Executed at Lindsay on the \_\_\_\_\_ day of \_\_\_\_\_, 2024

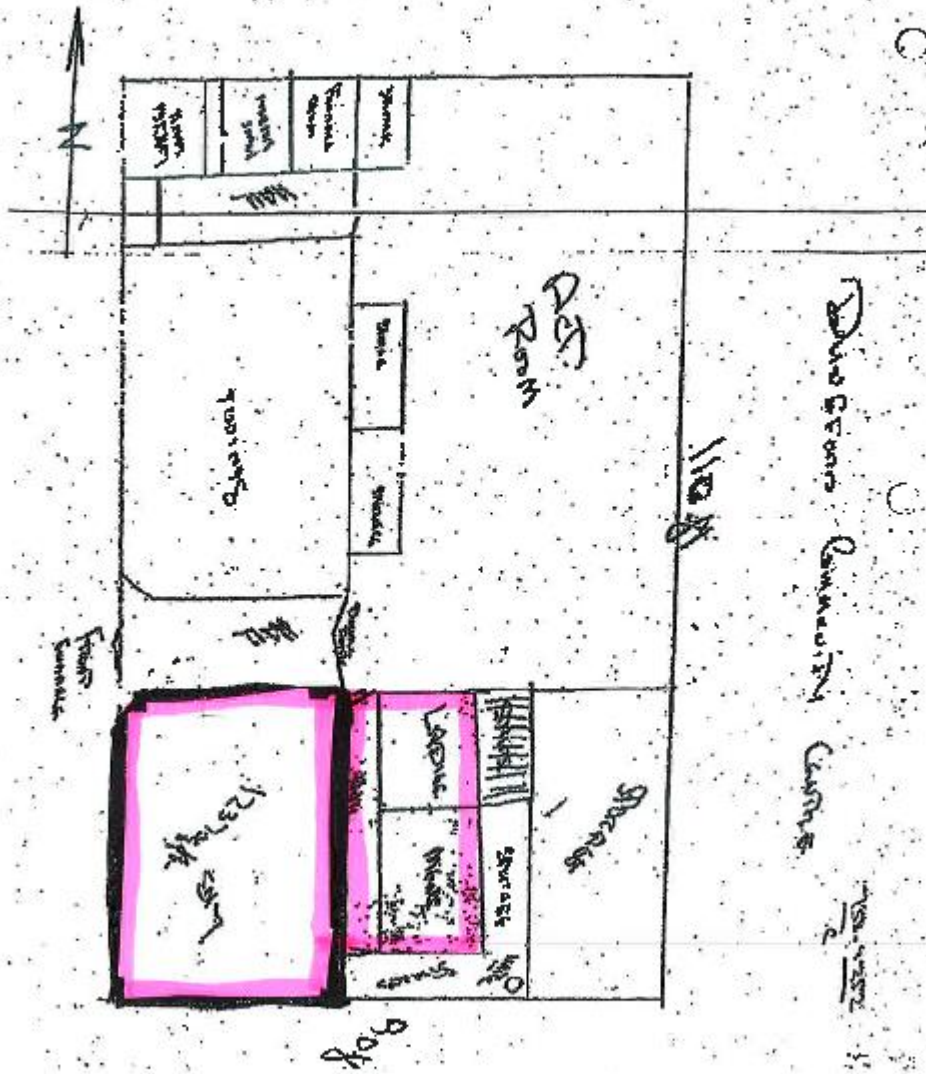
**THE CORPORATION OF THE CITY OF  
KAWARTHA LAKES**

Per: \_\_\_\_\_  
Name: Doug Elmslie  
Title: Mayor

Per: \_\_\_\_\_  
Name: Cathie Ritchie  
Title: City Clerk

We have authority to bind the Corporation

SCHEDULE "A"



**A By-Law to Authorize the Execution of a Lease Agreement between Dunsford Community Centre Inc. and The Corporation of the City of Kawartha Lakes for The City's Use Space within 26 Community Centre Road as the Location of the Dunsford Library Branch**

**Recitals**

1. Section 5.03(2) 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, requires that Lease Agreements with an expense of over \$10,000.00 per year and/or a lease term of greater than five years to be approved by the City Solicitor and an authorizing by-law to be put before Council to authorize the Mayor and Clerk to sign.
2. Dunsford Community Centre Inc. and The Corporation of the City of Kawartha Lakes have agreed to enter into a Lease Agreement allowing the City to continue to use space within the building located at 26 Community Centre Road, Dunsford, for the location of the Dunsford Library branch, for a 5-year term (with two extensions of five-years each) and an expense of \$23,353.93 (increased annually by 3%).
3. The Lease Agreement between Dunsford Community Centre Inc. and The Corporation of the City of Kawartha Lakes has been reviewed and approved by the City Solicitor.

**Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2024- .**

**Section 1.00: Definitions and Interpretation**

1.01 **Definitions:** In this by-law,

**"City", "City of Kawartha Lakes" or "Kawartha Lakes"** means The Corporation of the City of Kawartha Lakes and includes its entire geographic area;

**"City Clerk"** means the person appointed by Council to carry out the duties of the clerk described in section 228 of the Municipal Act, 2001;

**"Council" or "City Council"** means the municipal council for the City;

**"Manager of Realty Services"** means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council.

1.02 **Interpretation Rules:**

(a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.

(b) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

1.03 **Statutes:** References to laws in this by-law are meant to refer to the statutes, as amended from time to time, which are applicable within the Province of Ontario.

1.04 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

**Section 2.00: Authorization**

2.01 **Authorization:** The Mayor and Clerk are hereby authorized to sign the Lease Agreement attached to this By-law as Schedule A, and to affix the corporate seal to it.

**Section 3.00: Administration and Effective Date**

3.01 **Administration of the By-law:** The Manager of 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 22<sup>nd</sup> day of October, 2024.

---

Doug Elmslie, Mayor

---

Cathie Ritchie, City Clerk



# Schedule A

## LEASE AGREEMENT

This lease is made in duplicate between:

Dunsford Community Centre Inc.

(the "Landlord")

and

The Corporation of the City of Kawartha Lakes

(the "Tenant")

The Landlord and the Tenant hereby agree as follows:

1. The Landlord hereby grants the Tenant a lease of the interior premises being agreed by the parties to comprise of 1,237 square feet, and as outlined in pink on the floor plan attached as Schedule "A" located on the 1<sup>st</sup> floor of the Dunsford Community Centre, 26 Community Centre Road, Dunsford, Ontario K0M 1L0, City of Kawartha Lakes (the "Premises").
2. The term of this lease commences on January 1, 2025 and ends on December 31, 2029.

If the Tenant continues in occupation of the Premises with the consent of the Landlord after expiry of the term of this lease, the Tenant shall be deemed to be leasing the Premises on a month-to-month basis but otherwise on the same terms as set out in this lease.

3. The Tenant may use the Premises for a public library and all uses ancillary thereto and for no other purpose.
4. The Tenant shall pay to the Landlord rent on the following dates and times:

January 1, 2025 to December 31, 2025 – yearly rent of \$23,353.93;  
January 1, 2026 to December 31, 2026 – yearly rent of \$24,054.55;  
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January 1, 2029 to December 31, 2029 – yearly rent of \$26,285.06.

Annual rent shall be paid in two equal installments, on or before January 1 and on or before July 1 of each year of the term.

The Landlord shall provide the Tenant with an invoice for the six month period 30 days in advance of the rent becoming due.

5. Time shall be of the essence of this Lease.

6. The following services and expenses are the sole responsibility and expense of the Tenant and the Tenant agrees to promptly pay for same:
  - a) Telephone for the Premises; and
  - b) Tenant's insurance to cover contents and liability as outlined in paragraph 14 below.
  
7. The following services and expenses are the sole responsibility and expense of the Landlord and the Landlord agrees to promptly pay for same:
  - a) Realty taxes;
  - b) Heating;
  - c) Hydro;
  - d) Snow removal;
  - e) Landlord's liability insurance;
  - f) Cleaning (interior and windows); and
  - g) Any other utilities that may now or in the future become applicable.
  
8. The Landlord agrees cleaning and snow removal shall be maintained at a commercially reasonable standard that is suitable, timely, and responsive to the needs of the Library, its patrons, and its hours of operation in order to ensure safe access to the facility by staff and patrons during branch hours as determined from time to time.
  
9. Cleaning shall be maintained at a commercially reasonable standard appropriate for the public use of the facility and same shall be conducted in such a way so as to not conflict with the reasonable use of the Premises by staff and the public. The Landlord shall be responsible for cleaning/replacement of carpeting and mats and cleaning supplies associated with the washroom facilities of the Library (as suggested by staff).
  
10. The Library shall have the use of the tables and chairs for programming purposes from time to time, subject to the provision that adequate and reasonable notice shall be given to the Landlord as to when the table and chairs are required. The Tenant acknowledges that the Landlord from time to time holds functions and the tables and chairs may not be available for use by the Tenant.
  
11. The Landlord shall also be solely responsible for the undertaking of and costs of all repairs or improvements to the structure and to the interior and exterior of the building including lighting and fixtures.
  
12. Any services and expenses undertaken by the Tenant without the Landlord's permission relevant to the use by the Tenant of the Premises and not mentioned in this lease are the responsibility and expense of the Tenant.
  
13. The Landlord covenants with the Tenant that so long as the Tenant complies with the terms of this lease, the Tenant may occupy and enjoy the Premises without any interruption or interference from the Landlord.
  
14. The Tenant shall purchase and maintain public liability insurance in the amount of no less than Two Million Dollars (\$2,000,000.00) and shall provide proof of this insurance to the Landlord on request.

15. The Landlord shall maintain public liability insurance in the amount of not less than Two Million Dollars (\$2,000,000.00) and if there is ever any claim made by a third party, then the Tenant and the Landlord shall be indemnified by the other party in relation to their actions, or their inaction if any liability attaches as a result of the foregoing.
16. Subject to paragraph 17 below, the Landlord may terminate this lease on sixty (60) days' notice for any one of the following or any other cause permitted by law:
  - a) Fifteen days' arrears of rent or additional rent;
  - b) The bankruptcy or insolvency of the Tenant;
  - c) A material change in the use of the Premises by the Tenant and, in particular (without limiting the generality of this provision), any change of use by the Tenant that materially affects the Landlord's building insurance or that constitutes a nuisance;
  - d) Any unauthorized assignment or subletting of this lease by the Tenant;
  - e) Substantial damage to or destruction of the Premises;
  - f) Any sale or material change in the use of the building in which the Premises are located by the Landlord; or
  - g) Any significant willful or negligent damage to the Premises caused by the Tenant or by persons permitted on the Premises by the Tenant, which is not repaired by the Tenant.
17. The Landlord and the Tenant covenant and agree that if either party is in breach of any provision of this Lease Agreement, then the party who is not in breach shall provide to the other party who is in breach, the nature of the breach, and give that party thirty (30) days' notice to correct the breach. If the said breach is not corrected within thirty (30) days of receiving the notice as set out in paragraph 16 above, then the breach may be treated as grounds for termination of this Lease Agreement.
18. Subject to the terms of this Lease and appropriate notice, on the Landlord becoming entitled to re-enter and to take possession of the Premises for any of the grounds for termination set out in this Lease or for any other cause permitted by law, the Landlord, in addition to all other rights, will have the right to enter the Premises either by force or otherwise and with an accompanying right to change the door locks for the Premises and to re-let the Premises and to receive the rent therefore.
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20. The Tenant shall not make improvements or alterations to the Premises without the written consent of the Landlord, which consent shall not be unreasonably withheld.
21. At the end of the lease, the Tenant shall deliver vacant possession to the Landlord of the Premises in the same condition as at the commencement of the lease, reasonable wear and tear excepted.
22. Any written notice require or permitted to be given by this lease is sufficiently given if sent in proper form by ordinary mail to the last known address of the party for whom

the notice is intended. Any written notice sent by ordinary mail in accordance with this paragraph is deemed, for the purposes of this lease, received by the addressee on the seventh day after mailing unless actually received before. Nothing in this paragraph prevents giving written notice in any other manner recognized by law.

Notice to the Landlord shall be given at:

Dunsford Community Centre Inc.  
26 Community Centre Road  
Dunsford, Ontario KOM 1L0

Notice to the Tenant shall be given at:

190 Kent Street West  
Lindsay, Ontario K9V 6Y6  
Attention: CEO & Chief Librarian

23. In this lease, words importing the singular include the plural, and vice versa, and importing the masculine gender include the feminine, and importing an individual include a corporation and vice versa. This lease binds and benefits the parties and their respective heirs, successors, and permitted assigns.
24. If not in default under this lease, the Tenant has the right to renew this lease for two further terms of five (5) years each exercisable by giving written notice of renewal to the Landlord in the six (6) month period immediately before the expiry of the current term of this lease. The renewed lease is granted on the same terms as set out in this lease except as to base rent and without any further right of renewal. The base rent payable by the Tenant in the renewed term shall be increased by 3% over the previous term.

#### 25. SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

#### 26. ARBITRATION AND MEDIATION

- (1) Despite anything contained in this Agreement to the contrary, in the event that a dispute or difference arises with respect to this Agreement that cannot be resolved by negotiation between the parties and the parties agree that they do not wish to terminate this Agreement, then in such event the parties agree to use the services of an experienced, qualified mediator to attempt to resolve their dispute or difference and, failing agreement on the procedure to be followed, the mediation shall be conducted in accordance with the "Rules of Procedure for the Conduct of Mediations" of the Arbitration and Mediation Institute of Ontario.
- (2) In the event that mediation does not result in a resolution of the dispute or difference and the parties agree that they do not wish to terminate this Agreement, then in such event

any unresolved issue may be taken to any other appropriate dispute resolution process including a court of competent jurisdiction located at Lindsay, now in the City of Kawartha Lakes and Province of Ontario. Should arbitration be agreed upon, the arbitration will be conducted in accordance with the "Rules of Procedure for the Conduct of Arbitrations" of the Arbitration and Mediation Institute of Ontario pursuant to the Arbitration Act, 1991 (Ontario).

27. This Lease will be governed by the laws of the Province of Ontario.

28. Copies of this Lease will be treated as originals.

Executed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2024

**DUNSFORD COMMUNITY CENTRE INC.**

Per: \_\_\_\_\_  
President

Per: \_\_\_\_\_  
Vice President

We have authority to bind the Corporation

Executed at Lindsay on the \_\_\_\_\_ day of \_\_\_\_\_, 2024

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

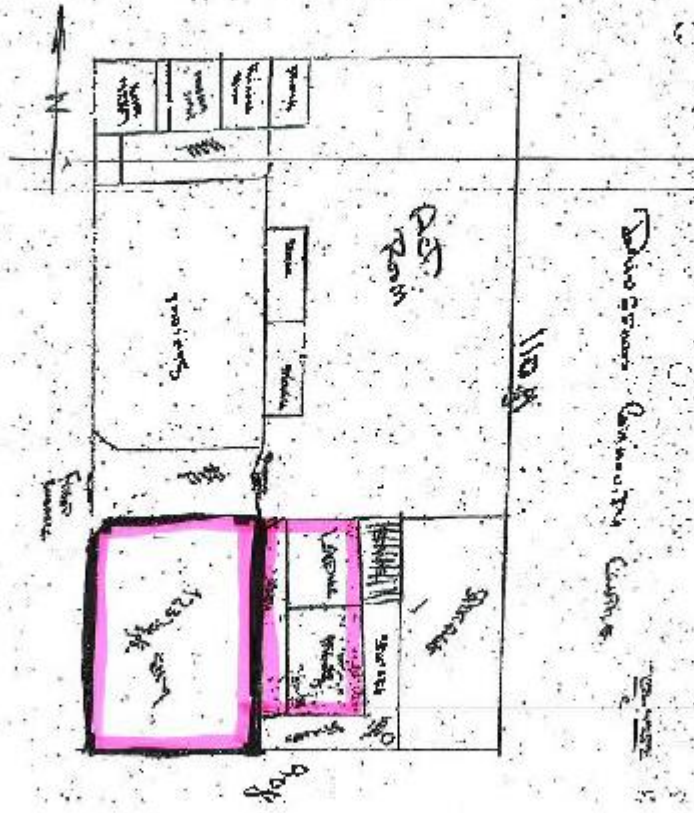
Per: \_\_\_\_\_  
Name: Doug Elmslie  
Title: Mayor

Per: \_\_\_\_\_  
Name: Cathie Ritchie  
Title: City Clerk

We have authority to bind the Corporation



SCHEDULE "A"



## Council Report

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**Report Number:** CORP 2024-026  
**Meeting Date:** October 22, 2024  
**Title:** Operating Surplus Disposition Policy  
**Description:** Policy to Govern Operating Surplus Disposition  
**Author and Title:** Carolyn Daynes, Treasurer

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### Recommendation(s):

**That** Report CORP2024-026, Operating Surplus Disposition Policy, be received;

**That** the policy entitled Operating Surplus Disposition Policy, attached as Appendix A to CORP2024-026, be adopted and numbered for inclusion in the Corporate Policy Manual;

**That** all reserve transfers in Table 1 in Report CORP2024-026 be approved as part of the Operating Surplus Disposition Policy;

**That** the Water and Wastewater Operating Surplus be transferred to the Water and Wastewater Operating Reserve;

**That** the surplus in wage and benefits from annual budgets be transferred to the People Services Stabilization Reserve; and

**That** any remaining annual operating surplus be transferred to the Tax Stabilization Reserve.

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

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

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

## **Background:**

The Ontario Municipal Act, under s289, requires every Ontario municipality to prepare and approve a balanced budget each year. This section sets out the inclusion of annual revenue and expenses in budgets but also requires the provision for any surplus/deficit from the prior year. Any prior year deficit must be included in the subsequent year and funded either from an increase in the subsequent year tax levy or from reserves that Council approves to be used for funding the deficit. Alternatively, a prior year surplus can be brought into revenue in the subsequent year's budget to finance expenditures or it can be transferred to reserves for future use.

The City achieves this year end reconciliation through the annual Surplus Disposition Report that is presented to Council. Historically, the Operating Surplus has been used as a means to fund important community initiatives, but its primary use has been to increase Asset Management Reserves to assist in the financing of the Capital Budget. The Asset Management Plan (AMP) is maturing and the plan for State of Good Repair assets to be financed from an annual transfer to the Asset Management Reserve is building financial sustainability. The Long Term Financial Plan (LTFF) and AMP goal is to reduce reliance on State of Good Repair debenture financing in the future. The maturity of the financial sustainability plan on the State of Good Repair assets now allows the City to have the Operating Surplus Disposition Policy focus on building resiliency in the reserve strategy on the Operating finances.

In 2022 Staff recommended the creation of a Tax Stabilization Reserve to be used to aid in stabilizing the General Tax levy. The Area Rate Stabilization Reserve was created to stabilize the Area Rate Tax Levy. The Area Rate Stabilization Reserve has been instrumental in reducing fluctuations in the annual area rate tax levies. The primary objective of the LTFF is to ensure that both the General and Area Rate tax levy provide financial sustainability over the long term. Therefore, the Operating Surplus Disposition Policy recommends that operating surpluses, with the exception of previously approved Council resolutions for specific operating areas (see Table 1 below), be transferred to the Tax Stabilization Reserve. The Reserve strategy, which will be presented in the New Year, will build annual reserve transfers into the Operating budget to further build this reserve. This is integral to the City's long term stability and will form an essential part of the LTFF.

As stated above, Council has previously approved transfers to various reserves, prior to the calculation of the year end position for the municipality. These reserve transfers aid in streamlining various areas of the budget and it is recommended they be consolidated into a comprehensive policy. Some additional transfers are added to the table below to



assist in stabilizing future general and area rate tax levies. This report is summarizing the recommendations that are set out in this new policy in Appendix A.

**Rationale:**

Council has approved various transfers to reserves, prior to the calculation of the overall year end surplus/deficit position. The transfer to reserves, which are now included in the new Operating Surplus Disposition Policy, are summarized below in Table 1.

**Table 1: Current Council Approved Surplus Reserve Transfers**

Policy Reference	Description
2.02	<b>Debt Payment Surplus</b> The City proposes a budget for debt principle and interest payments annually. Council has formally approved the transfer of any surplus from the budget to actual costs be transferred to the Tax Stabilization Reserve – committed to Debt Payments.
2.03	<b>Sale of Land</b> Land sale proceeds, net of expenses, are transferred to the Property Development Reserve, as per a previous Council Resolution. The Property Development reserve is utilized to finance the purchase of land or land related expenses.
2.04	<b>Fenelon Hydro Generation Revenue</b> Revenue received from the Fenelon Hydro Generation Station is transferred to the Fenelon Falls Power Links Reserve, as per a previous Council resolution. This reserve is utilized for Community projects in Fenelon Falls.
2.05	<b>Norland Dam Reserve</b> Revenues received from the Norland Dam hydro generation is transferred to the Norland Dam Reserve. This reserve is then used for Community Projects in Norland.
2.06	<b>Kawartha Lakes Airport</b> The Municipal Airport surplus will be transferred to the Airport Reserve. This reserve will be used to finance future increase in budgets as well as deficits incurred by the Airport.
2.07	<b>Building Department</b> The Building department surplus is legislated to be transferred to the Building Reserve. This reserve is utilized to streamline fluctuations in the building activity.
2.09	<b>Kawartha Lakes Haliburton Housing Corporation Operating Surplus</b> Council and the KLH HC Board have approved that surpluses incurred in the KLH HC Operating Fund be transferred to the KLH HC Operating

	Reserve to finance future deficits or streamline fluctuations in annual budgets.
2.10	<b>Election Surplus</b> A reserve transfer is included in the budget in non- election years in order to fund the election. The budget is set in the election year and the Election Reserve is used to finance the expenses incurred. The year end surplus/deficit in that election year is then transferred to/from this reserve.
2.11	<b>Area Rate Surplus</b> Council has approved that area rate surplus positions will be transferred to individual Area Rate Stabilization Reserves. These reserves are utilized to finance future fluctuations in area rate budgets or fund any deficits incurred.
2.12	<b>Winter Control</b> Council has approved the transfer of the winter control surplus to a Winter Control Stabilization Reserve. This will be used to streamline fluctuations in winter control operating budgets, as well as finance annual deficits.
2.15	<b>Arts and Culture Public Art Purchases</b> A surplus between the annual budget for public art and the actual purchases has been previously approved to be transferred to the City Heritage Reserve committed to future investment in Public Art. This reserve will be utilized to finance future Public Art purchases.

Staff recommend that additional transfers be Council approved in order to account for the entire operating surplus. The full intent of the reserve transfers above and the following recommended transfers is to ensure that future year General and Area Rate tax levies increases are stabilized and predictable.

**2.08 Water and Wastewater Operating Surplus**

Historically, staff have recommended Water and Wastewater operating (surplus) deficits be transferred to the Water and Wastewater (WWW) Infrastructure Reserves. This has built up a sustainable balance in these reserves that have exceeded the Water and Wastewater Rate Study estimates. The Rate Study sets out the ten (10) year capital plan for WWW capital and reserve transfers are built into the annual budget to ensure adequate funding to achieve the capital plan.

Without a WWW rate stabilization strategy, currently any operating deficit is financed from the WWW Infrastructure Reserves and may reduce the Infrastructure reserves to an amount lower than what is required to achieve the capital plan set out in the WWW Rate Study.

Staff believe it prudent to commence building up a WWW rate Operating Stabilization Reserve to offset fluctuations in the WWW rate, as well as manage any deficits incurred. Staff propose that surpluses earned in the Water and Wastewater Operating budget be transferred to a WWW User Rate Stabilization Reserve. Subsequently any deficits in the WWW operating results would be financed by this reserve.

### **2.13 Wage Related Surplus**

The City has a large workforce that is constantly changing. It is rare for 100% of staff positions to be filled every day of the year. After the pandemic, recruitment had been a challenge in all municipalities in the province. This often leaves the actual salary and benefit expenses to be under the annual wage budget.

Staff recommend that the surplus arising from staff wage costs be transferred to the People Services Stabilization Reserve. These funds are intended to streamline fluctuations in wages due to union negotiations, inflationary increases and or market adjustments.

### **2.16 Tax Stabilization Reserve**

In the event there are remaining surpluses following the above noted transfers, any remaining surplus shall be allocated to the Tax Stabilization Reserve. This will be key to the stabilization of future tax levies and will aid in addressing fluctuations in budgets as well as provide a financing source for any future deficits.

As a result of this Operating Surplus Disposition Policy, and the reserve transfers included in the policy, every year end will result in a break even position.

### **Other Alternatives Considered:**

Council could address the surplus disposition on an annual basis, as historically practiced. However, this is not recommended as a tool in achieving the goals of the LTFP.

## **Alignment to Strategic Priorities**

This report achieves the strategic priority of Good Government. This policy is a key component to achieve the LTFP. This policy is a component in ensuring the City is able to provide affordable and sustainable service delivery.

## **Financial/Operation Impacts:**

There is no financial impact to this report. The report and policy itemizes the disposition of the year end surplus and it aids in building the reserves in order to handle any future deficits or any unexpected expenditures. The policy has built in reserve transfers that will help stabilize the General and Area Rate Tax Levy.

## **Consultations:**

Senior Management Team

Supervisor, Budget

## **Attachments:**

Appendix A – Operating Surplus Disposition Policy



Operating Surplus  
Disposition Policy.doc

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

**Department Head: Sara Beukeboom**

**Department File: Corporate Services**

Council Policy No.:	
Council Policy Name:	Operating Surplus Disposition Policy
Date Approved by Council:	
Date revision approved by Council:	
Related SOP, Management Directive, Council Policy, Forms	

### Policy Statement and Rationale:

Through the annual budget process, the Municipality aims to be fiscally responsible while providing service excellence. Occasionally, annual surpluses are experienced and represent one-time funding that creates a strategic opportunity to contribute funds to reserves. The creation of an Operating Surplus Disposition Policy provides the Municipality with a financing source for occasional deficits and streamlining fluctuations in operating budgets.

The purpose of this policy is to provide standard practice to address operating budget surpluses to increase the City's flexibility to address uncontrollable external factors and provide a mitigation strategy to respond to future needs.

### Scope:

The Operating Surplus Policy applies only to the Municipality of the City of Kawartha Lakes and shall not be applied to its committees and outside boards for which Council is required to approve annual budgets.

### Definitions:

"City" or "Municipality" means the Corporation of the City of Kawartha Lakes.

"Council" means the municipal council for the City.

"Operating budget" means, in accordance with the Municipal Act and as approved by Council, a plan of expenses and revenues for the provision of City services, including operation and maintenance of assets.

“Surplus (Deficit)” means the positive (negative) budget balance in an operating segment.

“Treasurer” means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council;

## **Policy:**

### **1.0 Responsibilities**

- 1.1 The Treasurer or their designate has the authority to allocate the Operating Surplus (or Deficit) as approved under Section 2 of this Policy.
- 1.2 The Treasurer or their designate has the responsibility to provide Council with an annual report on the disposition of the Operating Surplus.

### **2.0 General Guidelines**

- 2.01 Annual operating surpluses shall be considered and allocated pursuant to 2.02 to 2.15. The net operating surplus will be disposed of pursuant to 2.16.
- 2.02 Underutilized budget debt payments shall be transferred to the General Tax Stabilization Reserve, committed to debt payments. Similarly, in years where the City experiences unforeseen increases in debt payment, transfers from the General Tax Stabilization Reserve, committed to debt payments, will be made to offset said increases.
- 2.03 Surplus incurred from the sale of land shall be allocated to the Property Development Reserve.
- 2.04 Revenue from Fenelon Falls Hydro Generation shall be allocated to the Fenelon Falls Powerlink Reserve.
- 2.05 Licensing fees generated from the Norland Dam shall be allocated to the Norland Dam Reserve.
- 2.06 Kawartha Lakes Municipal Airport surplus (deficit) shall be transferred to (from) the Airport Reserve.
- 2.07 Any surplus (deficit) incurred by the Building Department (17300) shall be transferred to (from) the Building Reserve in accordance with the Building Code Act.

- 2.08 Surpluses (deficits) experienced in the Water and Wastewater operating financials, shall be transferred to the respective Water and Wastewater User Rate Stabilization Reserve.
- 2.09 Annual operating surpluses (deficits) incurred by the Kawartha Lakes Haliburton Housing operations shall be transferred to (from) the Local Housing Surplus Reserve.
- 2.10 In the year of a Municipal Election, any surplus (deficit) amounts shall be transferred to (from) the Election Reserve.
- 2.11 Any surplus (deficit) in an area rate shall be transferred to (from) the Area Rate Stabilization with the following commitments:
- Transit
  - Ontario Provincial Police
  - Kawartha Lakes Police Service

In the event there is a deficit and insufficient reserve balances to cover said deficit, it will be included in the subsequent year tax levy.

- 2.12 Annual surplus (deficit) from Winter Control activities shall be transferred to (from) the General Tax Stabilization Reserve, committed to Winter Control.
- 2.13 Wage related surplus (deficits), with the exception of Departments mentioned in 2.07 to 2.11, shall be transferred to (from) the People Services Stabilization Reserve.
- 2.14 Surplus (deficits) incurred in Fleet Maintenance after 2.13 is applied, shall be transferred to (from) the Fleet Maintenance Reserve.
- 2.15 Arts and Culture, Public Art (17510.72980) surplus shall be transferred to the City Heritage Reserve and committed to future investment in Public Art.
- 2.16 In the event there are remaining surpluses following the above noted guidelines, the remaining surplus shall be allocated to the Tax Stabilization Reserve.

### **3.0 Future Considerations**

- 3.01 The Treasurer or their designate shall consider the City's needs on an annual basis regarding the General Guidelines of this Policy.

## Revision History:

Proposed Date of Review:

<b>Revision</b>	<b>Date</b>	<b>Description of Changes</b>	<b>Requested By</b>
0.0	[Date]	Initial Release	



## Council Report

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<b>Report Number:</b>	<b>PLAN2024-061</b>
<b>Meeting Date:</b>	October 22, 2024
<b>Title:</b>	<b>Condominium Description Exemption Application for 99 Louisa Street, Fenelon Falls – The Moorings on Cameron Limited</b>
<b>Description:</b>	Application to facilitate development of a 3-storey residential building containing 57 units; Part Lot 15 and Lot 16 e/s Water Street, Part Lots 13 and 17 s/s Louisa Street, Plan 17, Village of Fenelon Falls, City of Kawartha Lakes
<b>Author and Title:</b>	Leah Barrie, MCIP RPP, Director of Development Services

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### Recommendation(s):

**That** Report PLAN2024-061, **Condominium Description Exemption Application for 99 Louisa Street, Fenelon Falls – The Moorings on Cameron Limited**, be received for information;

**That** Condominium Description Exemption Application for 99 Louisa Street, Fenelon Falls – The Moorings on Cameron Limited, be approved by Council on the basis that a Site Plan Agreement has been registered on title; and,

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

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

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

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

**Background:**

The site is located at 99 Louisa Street in Fenelon Falls (see Schedules 'A', 'B' and 'C'). The project was granted site plan approval on May 31, 2023, and the site plan agreement was subsequently registered on June 28, 2024. The developer is requesting an exemption from the normal condominium approval process which would include preparation and registration of a condominium agreement, as the City has already processed rezoning and site plan applications, and has entered into a site plan agreement with the developer, through which the City has secured all necessary development obligations, including securities, for development of the site. A condominium agreement therefore is not needed.

Owner:	The Moorings on Cameron Limited (J. Greig, Edza Group)
Applicant:	TD Consulting INC. (Tom DeBoer)
Legal Description:	Part Lot 15 and Lot 16 e/s Water Street, Part Lots 13 and 17 s/s Louisa Street, Plan 17, Village of Fenelon Falls, City of Kawartha Lakes
Official Plan:	'Urban Settlement Area' City of Kawartha Lakes Official Plan (2012) 'Residential', Intake Protection Zone, Fenelon Falls Secondary Plan (2023)
Zoning:	'Residential Type Five Exception Five' (R5-5) Zone, Village of Fenelon Falls Zoning By-law 89-25
Area:	1.12 ha (2.93 ac)
Site Servicing:	Municipal water, sewer, stormwater services
Existing Uses:	Residential – under construction
Adjacent Uses:	North – Residential East – Residential South – Residential West – Victoria Rail Trail, Cameron Lake

**Rationale:**

The developer has applied for a Condominium Description Exemption under c.19, s.9 (3) and (6) of the Condominium Act, Ontario to exempt the description of the

development from Sections 51 and 51.1 of the Planning Act, Ontario and allow for the registration of the condominium plan. Following the current exemption process, the developer will pursue the necessary condominium declaration to complete the project.

The Condominium Act provides one of two ways to obtain condominium approval. The first involves a process similar to an application for draft plan of subdivision where, after appropriate circulation, a proposal receives 'draft' approval which is contingent on the applicant satisfying conditions prior to final approval and registration. The second process is where the approval of the condominium application is exempt from the draft or 'conditional' approval stage. The exemption process can be applied when the proposal has undergone a complete evaluation (i.e. zoning and/or Official Plan amendments, site plan approval) and no further conditions of approval are required by the municipality for the development to proceed.

The proposed development has previously undergone a public consultation process under the Planning Act and the development has had the benefit of a comprehensive municipal review through planning applications such as a Zoning By-law amendment application approval and a site plan application approval.

The request was submitted together with a draft condominium description to be used as a basis for the condominium declaration.

### **Provincial Planning Statement, 2024 (PPS):**

The PPS provides policy direction on matters of provincial interest related to land use planning and development. Under the PPS, municipalities shall provide for an appropriate range and mix of housing options and densities to meet projected needs of current and future residents. Settlement areas shall be the focus of growth and development, where land use patterns should be based on densities and a mix of land uses which efficiently use land and resources, optimize existing and planned infrastructure and public service facilities, and support active transportation.

The requested condominium description exemption is consistent with the PPS since all of the primary policy considerations are addressed through the site plan agreement.

### **Official Plan Conformity:**

The subject property is designated an 'Urban Settlement Area' in the City's Official Plan, and 'Residential' in the Fenelon Falls Secondary Plan. The nature of the residential development conforms with the land use and development policies of the Plans.

### **Zoning By-Law Compliance:**

The property is subject to the site-specific zone 'Residential Type Five Exception Five' (R5-5) to facilitate the proposed development. The requested condominium description exemption complies with the relevant provisions of the Zoning By-law.

### **Other Alternatives Considered:**

The applicant could proceed through the draft plan of condominium approval process. Given that the project has been reviewed by the public and various agencies, a further process would not be recommended. No other alternatives have been considered at this time.

### **Alignment to Strategic Priorities**

For reference the four strategic priorities within the 2024-2027 Kawartha Lakes Strategic Plan are:

- 1) Healthy Environment
- 2) An Exceptional Quality of Life
- 3) A Vibrant and Growing Economy
- 4) Good Government

This application aligns with the 'Exceptional Quality of Life' priority by continuing to allow new development which provides new housing stock; and aligns with the 'Healthy Environment' priority by promoting sustainable development through the utilization of Low Impact Development (LID) techniques where possible to protect and enhance water quality.

If approved, this proposal will help the City achieve its target of constructing 6,500 housing units by 2031 as stated in the Housing Pledge adopted by Council on November 21, 2023.

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

There are no financial or operational impacts regarding Council's consideration pertaining to the approval or refusal of the request. The decision to approve or refuse the application for description exemption cannot be appealed.

### **Consultations:**

No further consultations were undertaken at this time.

## **Development Services Planning Division Comments:**

Section 9 (3) and (6) of the Condominium Act allows for Condominium Description Exemption from Sections 51 and 51.1 of the Planning Act, provided the following planning criteria are met:

1. The proposal conforms with the Official Plan and the applicable Zoning By-law;
2. The proposal has previously undergone a public consultation process under the Planning Act, such as a Zoning By-law Amendment;
3. The proposal has had the benefit of a comprehensive municipal review through a planning application such as Site Plan Approval.

The applicant has demonstrated that the above planning criteria have been met and that upon Council's approval of the application, the Certificate of Exemption may be signed by the Director and the condominium plan registered.

## **Conclusion:**

The applicant has demonstrated that the plan of condominium has been subject of appropriate planning applications, public consultation and municipal review to provide support for the Condominium Description Exemption request. Since a further condominium approval process would bring no additional public benefit, Staff respectfully recommends that the application be approved.

## **Supplementary Schedules:**

The following documents may include scanned images of appendices, maps, and photographs. If you require an alternative format, please email Wendy Ellis at [wellis@kawarthalakes.ca](mailto:wellis@kawarthalakes.ca)

**Schedule 'A'** – Location Map

**Schedule 'B'** – Site Plan

**Schedule 'C'** – Survey for Condominium Description

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

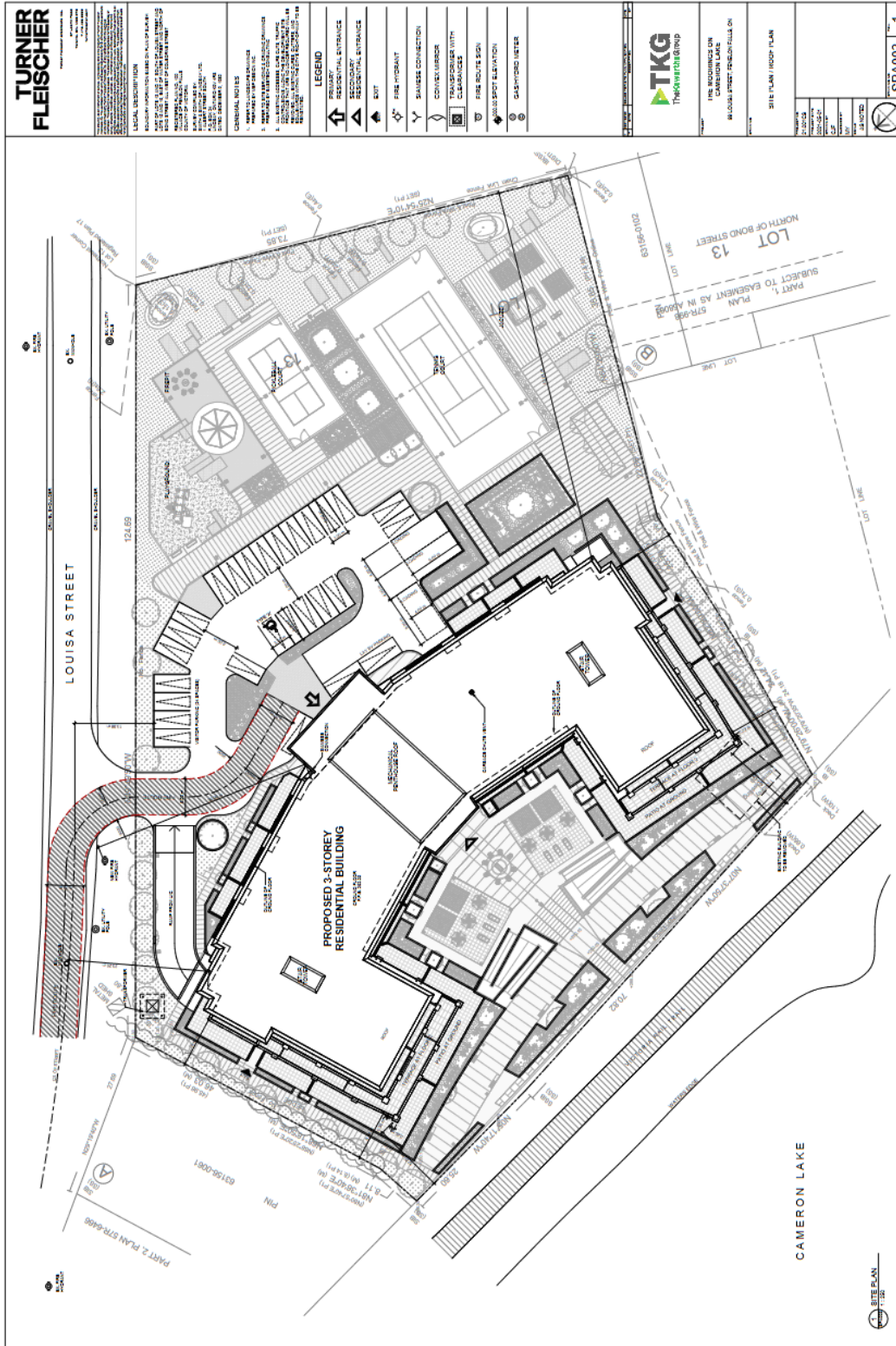
**Department Head:** Leah Barrie, Director of Development Services

**Department File:** D19-2021-015

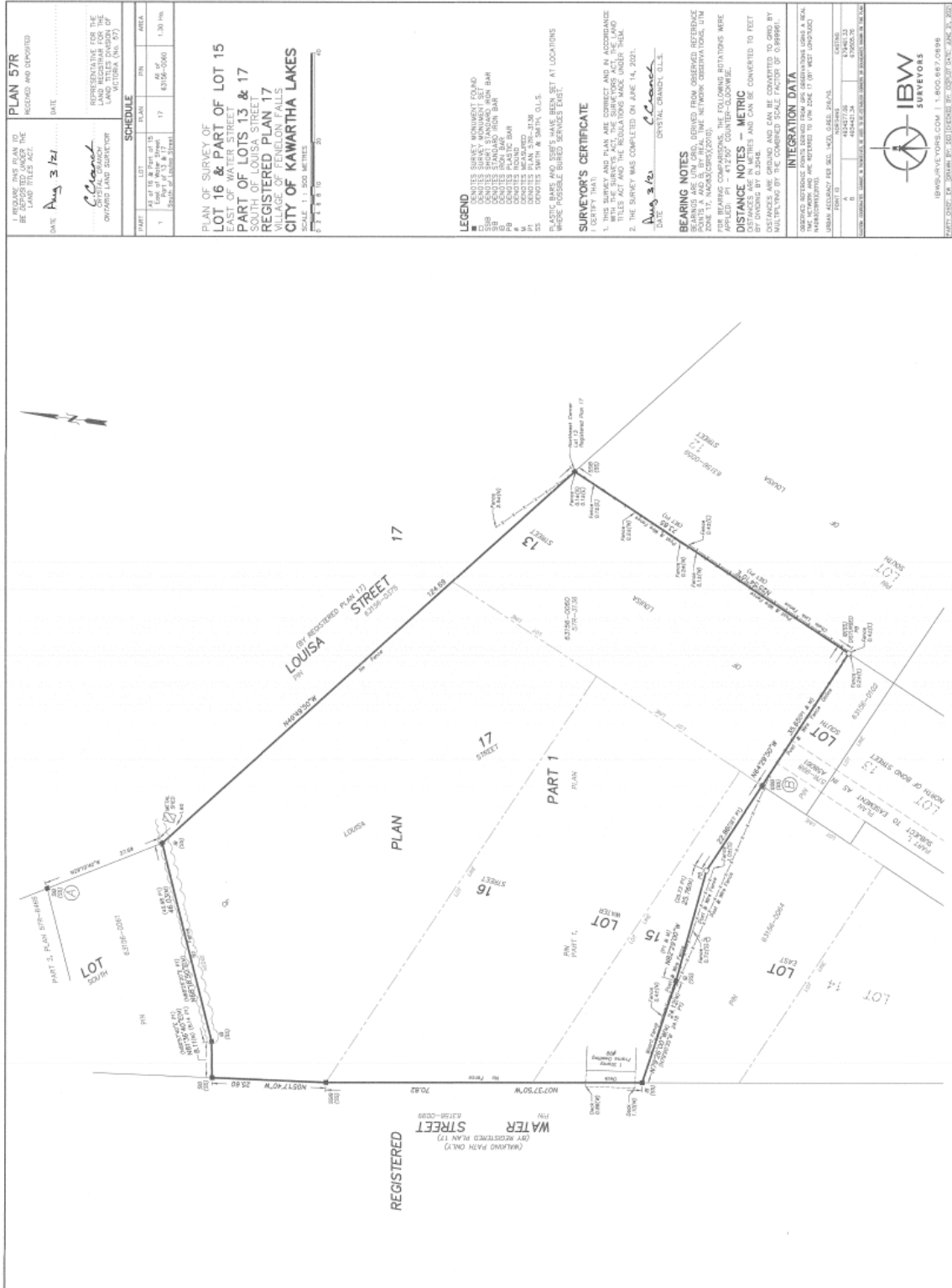
**Schedule 'A' – Location Map**



**Schedule 'B' – Site Plan**



Schedule 'C' – Survey for Condominium Description





## Council Report

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**Report Number:** CA2024-004

**Meeting Date:** October 22, 2024

**Title:** Development Charges Update

**Description:** This report updates Council on the City's development charges regime and makes related recommendations.

**Author and Title:** Dr. Adam Found, Manager of Corporate Assets

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### Recommendation(s):

**That** Report CA2024-004, **Development Charges Update**, be received;

**That** the timeframe for special project 921204601 (Development Charges Background Study) be extended to December 31, 2026;

**That** a by-law to amend By-law 2019-184 (A By-law to Impose Development Charges in the City of Kawartha Lakes), attached as Appendix A to Report CA2024-004, be presented to Council for adoption; and

**That** the terms of reference for the Development Charges Task Force be replaced by those contained in Appendix B to Report CA2024-004.

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

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

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

## **Background:**

Staff last updated Council on the City's development charges (DC) regime on September 1, 2020 via report CA2020-001. Since then, the context of this regime has shifted, and substantially so in certain respects.

Appeals of the City's 2014, 2015 and 2019 DC by-laws remain ongoing at the Ontario Land Tribunal (OLT), which is currently adjudicating the appeals in sequence. For these cases, only a single common appellant remains, as all other appellants have withdrawn their applications.

Due to the substantial case backlog at the OLT, a hearing for the 2014 appeal was not held until September of 2023. Part of the 2014 appeal has been settled by an OLT decision, which was rendered in January of 2024 but remains abeyant while the balance of the appeal continues through ongoing mediation between the City and the appellant. Staff expects this mediation to reach a conclusion before 2024 year-end. Any recommended settlement arising from it will be brought to Council for consideration in closed session. Once the 2014 appeal is concluded, staff understands that the OLT will then proceed to the 2015 and 2019 appeals, and staff is hopeful that these will be concluded before 2025 year-end.

In 2019, the City undertook a Development Charges Background Study (DC Study), resulting in the City's existing DC by-law, which took effect on April 1, 2020. For the purpose of advising staff in respect of that study, Council established the DC Task Force on January 15, 2019. After enactment of the 2019 DC by-law on December 10, 2019, the DC Task Force remained in place to advise staff on the then-anticipated Community Benefits Charges Study (CBC Study), which would have unfolded in the course of establishing a CBC by-law under the Planning Act.

As Council was made aware by report CA2020-001, however, amendments made to the Planning Act in 2020 effectively rendered the CBC tool of no use to the City, as it now applies only to sufficiently dense development. Furthermore, as report CA2020-001 noted, the City would have to amend or replace its 2019 DC by-law by July 21, 2022 to align that by-law with amendments made to the DC Act in 2020. As a result of these developments, Council approved staff's recommendation to convert the CBC Study special project into a DC Study special project, with the intention of having a new DC by-law enacted in Q2 of 2022. As noted by report CA2020-001, staff had planned to leverage the DC Task Force for that purpose.

After report CA2020-001 was presented to Council on September 1, 2020, however, the municipal sector was disrupted by an extensive series of rapid, numerous and often

conflicting changes to the DC Act and related provincial policy. The latest among these is Bill 185 (Cutting Red Tape to Build More Homes Act), which received Royal Assent on June 6, 2024. Incidentally, these developments alleviated the City from having to amend or replace its DC by-law by the aforementioned deadline of July 21, 2022, and they enable the City to now extend the expiry of its DC by-law without undertaking a DC Study. Concurrently, the City was subjected to several Minister's Zoning Orders, which dramatically reconfigured the City's growth-related planning and servicing needs.

Due to the extensive uncertainty arising from the foregoing developments, staff prudently paused the DC Study as part of a wait-and-see strategy for managing the uncertainty. Whereas the legislative landscape for DCs appears to have settled, whereas the City's DC by-law is set to expire on April 1, 2025 but can be extended with administrative ease by up to five years, whereas the City's DC rates need to be updated to reflect revised growth-related servicing needs, and whereas the DC Task Force's terms of reference are outdated, staff is bringing forward this report to Council.

### **Rationale:**

The recommendations of this report are based on two sets of rationales.

### **Timeframe of DC Study Special Project and Expiry of DC By-Law**

As Council is aware, the City is presently undertaking two key master plans which constitute critical inputs for the DC Study: (i) Transportation Master Plan and (ii) Water-Wastewater Master Plan. As roads and water-wastewater services account for approximately 90% of the City's DC rates, these two master plans are essential for the appropriate resetting of those DC rates. As mentioned, part of the rationale for pausing the DC Study was to enable reflection of these master plans in that study. As staff expects these master plans to be finalized in Q1, 2025, and as the DC Study process requires roughly one year to complete, extensions of the DC Study special project timeframe and DC by-law expiry are necessary.

Having considered the City's needs as well as projected staff workloads and resources, staff recommends that the lives of the DC Study special project and the DC by-law each be extended to December 31, 2026. This reflects a realistic yet prudent approach to the DC Study, as staff is now working toward a DC by-law replacement date of January 1, 2026, recognizing the potential for unanticipated delays such as those arising from further consequential legislative changes. With this buffer, staff expects to manage any reasonable unanticipated delays during 2025-2026 without having to request further extensions from Council.

## **Terms of Reference of DC Task Force**

The DC Task Force is comprised of seven members as follows: Sal Polito (Chair), Karl Repka (Vice-Chair), Councillor Eric Smeaton, Carmine Nigro, Jeff Solly, Mark Wilson, and Bernard Finney. Under the current term of Council, and in line with staff's preparations during 2024 to resume the DC Study in early 2025, the DC Task Force has met twice. At its March 28, 2024 meeting, the DC Task Force was provided background information relating to DC legislation and the City's DC by-law. At its July 11, 2024 meeting, the DC Task Force welcomed three new members, reviewed its terms of reference, and was updated with respect to the expected process and revised timeline for the DC Study. At that time, the DC Task Force expressed concern over its terms of reference having become outdated due to legislative changes and the resulting pause of the DC Study, and staff shares that concern.

Revisions to the DC Task Force's terms of reference are needed to effectuate the following recommended changes: (i) remove dependence of the termination date on adoption of a CBC by-law, as such a trigger will not occur under existing legislation; (ii) render the termination date consistent with the proposed extension of the expiry of the DC by-law, ensuring termination occurs automatically at an appropriate time; (iii) clarify function and scope of work, ensuring a focus on replacement of the DC by-law with a view toward the best interest of the City; and (iv) clarify assignment of various duties, such as those of the recording secretary. In accordance with that need, staff is recommending new terms of reference, which are attached hereto as Appendix B.

## **Other Alternatives Considered:**

Whereas the City's DC by-law is set to expire April 1, 2025, whereas the DC Study is expected to commence in Q1, 2025 to ensure reflection of the above-noted key master plans, and whereas the DC Task Force's terms of reference should be revised, staff is not advancing any alternatives to the recommendations of this report at this time.

## **Alignment to Strategic Priorities**

The recommendations of this report support asset management, growth and the housing pledge, and hence align with the strategic priorities of Good Government and a Vibrant and Growing Economy identified in the City's 2024-2027 Strategic Plan.

## **Financial/Operation Impacts:**

If the DC by-law lapses, the City will be exposed to significant financial loss, as in that case the City will be unable to make issuance of building permits conditional upon payment of DCs.

**Consultations:**

CAO

Director of Corporate Services

Director of Engineering and Corporate Assets

City Clerk

**Attachments:**

Appendix A: A By-Law to Amend By-Law 2019-184



2024-XXX A By-Law  
to Amend By-Law 201

Appendix B: Revised Terms of Reference for Development Charges Task Force



20241022 Terms of  
Reference for Develop

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

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

# The Corporation of the City of Kawartha Lakes

## By-Law 2024-XXX

### A By-law to Amend By-law 2019-184, being A By-law to Impose Development Charges in the City of Kawartha Lakes

#### Recitals

1. By-law 2019-184 enables the City of Kawartha Lakes to impose development charges pursuant to the Development Charges Act, S.O. 1997 Chap. 27 (hereinafter, the "Act").
2. Subsection 7.05 of By-law 2019-184 establishes April 1, 2025 as the expiry of that by-law.
3. If By-law 2019-184 expires without replacement, the City of Kawartha Lakes will be unable to make issuance of building permits conditional upon payment of development charges, so long as a development charges by-law is not in force.
4. As of June 6, 2024, subsection 19(1.1) of the Act authorizes a municipality to extend the expiration of its development charges by-law(s) through amendment, subject to a maximum by-law life of 10 years, without having to undertake a development charges background study or otherwise comply with Sections 10-18 of the Act.
5. Council considers extension of the expiry of By-law 2019-184 to the end of 2026 advisable.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2024-XXX.

#### Section 1.00: Definitions and Interpretation

- 1.01 **Definitions:** All terms defined in By-law 2019-184 shall carry the same meaning as they have in that by-law.
- 1.02 **Interpretation Rules:** All word variations and derivatives of the terms defined via subsection 1.01 shall carry a corresponding meaning, and the words "include", "includes", "inclusive" and "including" are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

#### Section 2.00: Amendment Details

- 2.01 **Amendment:** Subsection 7.05 of By-law 2019-184 is deleted in its entirety and replaced with the following:



7.05 **Effective Date and Expiry:** This by-law shall come into force at 12:01am April 1, 2020, and shall expire at 11:59pm December 31, 2026 unless it is repealed prior thereto.

**Section 3.00: Administration and Effective Date**

3.01 **By-law Administration:** The Manager of Corporate Assets 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 22nd day of October, 2024.

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Doug Elmslie, Mayor

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Cathie Ritchie, City Clerk

## **Terms of Reference**

**Name:** Development Charges Task Force

**Date Established by Council:** January 15, 2019

**Task Force Completion/Reporting Date:** As per term of appointment

**Mission:**

The Development Charges Task Force is established to provide recommendations to City staff regarding the formulation of a development charges by-law designed to replace By-Law 2019-184 (A By-law to Impose Development Charges in the City of Kawartha Lakes).

**Roles and Responsibilities:**

It is the responsibility of all Task Force members to comply with:

- the City Code of Conduct for Task Force Members
- the City Procedural By-law
- Other applicable City by-laws and policies
- Municipal Act
- Municipal Freedom of Information and Protection of Privacy Act
- Municipal Conflict of Interest Act

Neither the Task Force nor any member thereof has the authority to make direct representations of the City to Federal or Provincial Governments or to direct City staff.

Task Force members shall abide by the rules outlined within the Municipal Conflict of Interest Act and shall disclose to the Recording Secretary any pecuniary interest in any matter before the Task Force and absent himself or herself from meetings for the duration of the discussion and voting (if any) with respect to that matter.

The Task Force shall abide by any terms and conditions which may be set out by Council, the CAO, the City Clerk, the City Solicitor, or the City's Auditor or Insurer

respecting any of its activities and which are consistent with these Terms of Reference and applicable policies.

**Activities:**

The activities of the Task Force are as follows only:

- a) Make recommendations to City staff regarding the formulation of a development charges by-law designed to replace By-Law 2019-184, including the required underlying background study, prior to Council holding a public meeting pursuant to Section 12 of the Development Charges Act.
- b) Ensure its recommendations to City staff are contained in a single report aligned with Council's strategic priorities as they relate to the City's development charges by-laws, and are made with a view toward the best interest of the City.
- c) Facilitate a public forum through which interested parties may make written or oral representations regarding the formulation of a development charges by-law designed to replace By-Law 2019-184, including the required underlying background study.

**Composition:**

The Task Force shall be comprised of a maximum of seven (7) members consisting of up to six (6) members representing stakeholders and the general public and one (1) Council representative, each of whom having authority to debate and vote during the Task Force's meetings. The Task Force shall consist of a minimum of four (4) members such that a minimum of one (1) member is drawn from each of the following groups:

- Council;
- Local development or business associations based in the City of Kawartha Lakes;
- Active local developers, builders or business owners based in the City of Kawartha Lakes; and
- The general public resident in the City of Kawartha Lakes.

Task Force members are volunteers appointed by Council in accordance with applicable policy, and thus shall receive no compensation or per diems for their services.

**Election of Officers:**

The Task Force shall, at its first meeting, elect from its membership a Chair and Vice-Chair, and shall promptly fill either officer position through election should it subsequently become vacant.

**Term of Appointment:**

The Task Force shall be automatically dissolved as of the date Council next holds a public meeting pursuant to Section 12 of the Development Charges Act or June 30, 2026, whichever date arrives first.

**Resources:**

The Engineering and Corporate Assets Department will provide administrative support to the Task Force, with the Manager of Corporate Assets serving as Staff Liaison and the Executive Assistant to the Director of Engineering and Corporate Assets serving as Recording Secretary. For the Task Force, the Recording Secretary shall prepare and publish agendas; attend all Task Force meetings for the purpose of taking minutes; and prepare and publish minutes in an accessible format acceptable to the City Clerk's Office.

**Timing of Meetings:**

Meetings of the Task Force shall be at the call of the Chair or any two (2) members, or as otherwise scheduled by the Task Force.

**Location of Meetings:**

The location of the Task Force's meetings shall be in an accessible City facility, as arranged for by the Staff Liaison.

**Meetings:**

The Chair and Recording Secretary shall cause notice of each Task Force meeting, including the agenda thereof, to be provided to members of the Task Force and posted to the City's website a minimum of three (3) business days prior to the date of said meeting. Quorum for meetings shall

consist of a majority of the members of the Task Force. No meeting shall proceed without quorum. Participation in meetings shall be in-person only.

**Procedures:**

Procedures for Task Force meetings shall be governed by the City's Procedural By-law and Legislation or, where both of these are silent, by Robert's Rules of Order.

**Closed Sessions:**

The Task Force may, upon affirmative vote of the majority of its members present at a meeting, determine to hold any meeting or part thereof as a closed session in order to discuss sensitive personal issues or legal matters. Only Task Force members, the Staff Liaison, the Recording Secretary, visiting Council members, and persons otherwise specifically admitted by the Task Force are permitted to attend a closed session. Closed sessions can only be held in accordance with Section 239 of the Municipal Act. Prior to the commencement of a closed session, a resolution shall be passed by the Task Force stating the general nature of the matter to be discussed and what section of the Municipal Act applies.

**Agendas and Minutes:**

For each meeting of the Task Force, the Recording Secretary shall forward the respective agenda in advance to the City Clerk's Office and Task Force members simultaneously. The City Clerk's Office will distribute agendas to Council members as per applicable procedures.

For each meeting of the Task Force, the Recording Secretary shall forward the respective minutes to the City Clerk's Office not later than two weeks after the meeting. The City Clerk's Office will distribute minutes to all members of Council for their information. The City Clerk's Office will maintain a set of printed minutes on file for public review.

The Recording Secretary shall ensure that all Task Force agendas and minutes are posted to the City's website when they are circulated to the City Clerk's Office.

**Reports:**

The Task Force shall convey its recommendations to City staff via a single report addressed to the Staff Liaison, who shall share the report with Council as part of the process by which By-Law 2019-184 is replaced.

**Purchasing Policy:**

The Task Force has no purchasing or procurement responsibilities.

**Insurance:**

The City of Kawartha Lakes' General Liability Policy and Errors and Omissions Liability Policy will extend to the Task Force and its members. The applicable insurance policies extend to Task Force members while in the performance of their duties and to those activities authorized by the City of Kawartha Lakes and Council. Task Force members must adhere to the policies and procedures of the City of Kawartha Lakes and Council, including the Terms of Reference.

The Recording Secretary shall ensure the appropriate City divisions are informed of Task Force composition and any changes thereto, to ensure the applicable insurance coverage remains in force. Task Force members are not entitled to any benefits normally provided by the City of Kawartha Lakes, including those provided by the Workplace Safety and Insurance Board of Ontario ("WSIB"), and are responsible for their own medical, disability and health insurance coverage.

**Resignation and Expulsion:**

Any member or officer of the Task Force may resign from his or her position by writing to the Staff Liaison, in which case the resignation is effective the date of such writing. Should a member of the Task Force be absent for three (3) meetings within a period of twelve (12) months, he or she shall be deemed to have resigned from the Task Force as of adjournment of the third meeting. Any member of the Task Force may be expelled from the Task Force in accordance with the Council Committee, Board and Task Force Policy.

**Administrative Matters:**

Any municipal responsibilities not clearly identified within these Terms of Reference shall remain with the City of Kawartha Lakes. Council may, at its discretion and at any time, change these Terms of Reference or dissolve the Task Force. The Recording Secretary shall ensure that a



current Terms of Reference for the Task Force has been provided to the City Clerk's Office and is posted on the City's website.

Jump In Kawartha Lakes

## Alexandra Public School Stop Sign Safety

Sep 19, 2024 - Oct 09, 2024

**Project:** Online Petitions

**Tool Type:** Form

**Activity ID:** 294

**Exported:** Oct 10, 2024, 11:20 AM

**Exported By:** jwatts

**Petition Request:** We the undersigned, petition the Council of the City of Kawartha Lakes to conduct a speed and safety analysis of the area around Alexandra Public School.

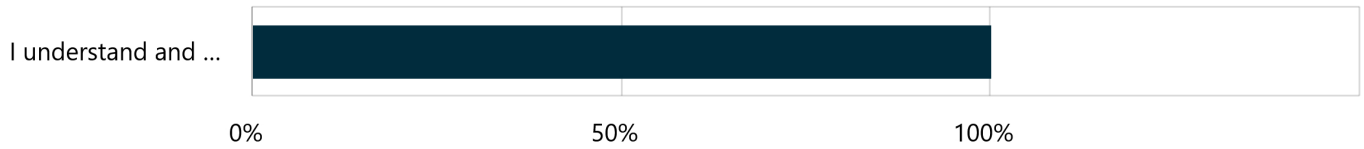
**Petition Background:** Alexandra Public School is increasingly more busy as a result of the recent school boundary change. We have doubled our school population and it has made crossing safely north/south along Albert street very difficult as there is no stop sign from Colborne street all the way south to Kent street. Central senior school is also along this route and their students are also not able to cross Albert st. safely. Our petition to have a stop sign installed north/south at Bond and Albert would reduce traffic speed and allow our families a safe space to cross. With the addition of new stop signs at Francis and Sussex this will sadly mean that Albert street will become increasingly more busy and difficult to cross safely for our families if appropriate action is not taken along Albert street as well.

**Petition Organizer:** L. Quinney of Lindsay

**Petition Disclaimer:** The City of Kawartha Lakes does not support, endorse or detract from the Petition Request above until a formal resolution regarding this matter is adopted by City Council. The City of Kawartha Lakes also cannot attest to the factual accuracy of the background material, as it has been solely provided by the Petition Organizer.

**5. Signatories to a petition waive any expectation of privacy as a result of the petition being created for review by City Council and the General Public in an Open Session of City Council. Your personal information will not be published on any Kawartha Lakes website, however will be made available to any member of City Council upon request, and may also be publicly released in a Freedom of Information Request. Questions about the collection and disclosure of personal information provided by me on this petition should be directed to the City Clerk's Office. Required**

Multi Choice | Skipped: 0 | Answered: 43 (100%)



Answer choices	Percent	Count
I understand and agree.	100.00%	43

Jump In Kawartha Lakes

## Crosswalk Lights on Colborne St. W. at Alexandra Public School

Oct 05, 2024 - Oct 11, 2024

**Project:** Online Petitions

**Tool Type:** Form

**Activity ID:** 297

**Exported:** Oct 11, 2024, 11:32 AM

**Exported By:** jwatts



**Petition Request:** We the undersigned, petition the Council of the City of Kawartha Lakes to install a Crosswalk Light System at the crossing of Colborne St W to Alexandra Public School that lights up as a Red Stop light when in use as soon as possible.

**Petition Background:** Due to the implementation of the NEW School Boundaries and the addition of grade 7's to the Alexandra Public School, the amount of traffic and confusion at morning drop offs and afternoon pick ups has increased dramatically as parents need to park along Colborne St W before and after the crosswalk in order to take their child safely to the school. As well the Constructions Traffic has also increased due to all the new subdivisions being built on the west side.

With this increased traffic and the increased parked vehicles along Colborne ST W, it is even more difficult to see persons attempting to cross. We feel that a CROSSWALK LIGHT SYSTEM needs to be added along with the current crossing guard. which would light up as a RED stop light when the crosswalk is in use.

It would be extremely useful in STOPPING traffic when needed AND add awareness that one is entering a "SCHOOL AND PARK ZONE". Current Traffic is often speeding across Colborne St W using it as one of the main routes across town. Even Emergency Response Vehicles are roaring across Colborne St W at all hours of the day and night throughout the week.

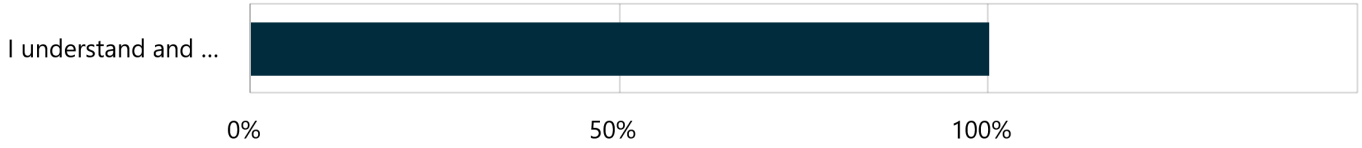
The CROSSWALK LIGHT SYSTEM is one that is similar to the one on KENT ST W in front of the Friendly Dollar and Discount Store. This CROSSWALK LIGHT SYSTEM will also be effective throughout the year when crossing Colborne St W to play at the park at various times in the day by young children and families in the area. Even the sign for children crossing is partially obscured by the trees and barely visible to oncoming traffic.

**Petition Organizer:** K. Fretz of Lindsay, ON

**Petition Disclaimer:** The City of Kawartha Lakes does not support, endorse or detract from the Petition Request above until a formal resolution regarding this matter is adopted by City Council. The City of Kawartha Lakes also cannot attest to the factual accuracy of the background material, as it has been solely provided by the Petition Organizer.

**5. Signatories to a petition waive any expectation of privacy as a result of the petition being created for review by City Council and the General Public in an Open Session of City Council. Your personal information will not be published on any Kawartha Lakes website, however will be made available to any member of City Council upon request, and may also be publicly released in a Freedom of Information Request. Questions about the collection and disclosure of personal information provided by me on this petition should be directed to the City Clerk's Office. Required**

Multi Choice | Skipped: 0 | Answered: 31 (100%)



Answer choices	Percent	Count
I understand and agree.	100.00%	31

RECEIVED

SEP 20 2024

Person Submitting the Petition

Name:	Peter Grubert	OFFICE OF THE CITY CLERK
Address:	54 Maple Ridge Drive	KAWARTHA LAKES
Phone:	705-799-5285	

Petition

To: the Council of the City of Kawartha Lakes, 26 Francis Street, Lindsay, ON K9V 5R8.

I/We the undersigned, petition the Council of the City of Kawartha Lakes as follows:

Asphalt resurfacing of Meadowview Road and roads joining it between Highway 7 to County Road 10. The roads joining Meadowview Road are Orange Corners Road, the subdivision including Maple Ridge Drive, Trillium Court, Wren Street, Hummingbird Drive, Killdeer Drive, plus local roads of Farmview Road and Hidden Valley Road, petition requesting that these roads be added into the 5 year plan or addressed in other roads lifecycle programs for updates.

#	Name	Contact Information	Signature
	Will Seguin	705-554-4456	W Seguin
	Sue Seguin	705-931-2263	SSeguin
	Brandon Ray	705-772-2250	BRay
	Chris Reid	705-872-7665	C Reid
	Kristin Nelles	705-341-5952	K Nelles
	Scott Hill	905-776-2948	Scott Hill
	E. Johnson	705-799-5040	E. Johnson
	Dave Westby	705-799-2145	Dave Westby
	James Giles	705-761-8006	James Giles
	Barb Kelcey	613-722-5180	B Kelcey
	Brian Kyle	705-761-3025	B Kyle
	Linda Wylie	705-799-0453	L Wylie
	A. Smith Martin	705-875-2934	A. Martin
	Katy Martin	705-875-7881	K Martin
	Rob MARTIN	705-875-8283	Rob Martin

B1

Page \_\_\_ of \_\_\_

Signatories to a Petition are deemed to have waived any expectation of privacy as a result of the record being created for review by the general public. Questions about the collection and disclosure of personal information contained in this petition should be directed to the City Clerk at 705.324.9411 ext. 1295.



Person Submitting the Petition





Name:	Lisa Bertrand
Address:	148 Hickory Beach Road
Phone:	705-934-2405

**Petition**

To: the Council of the City of Kawartha Lakes, 26 Francis Street, Lindsay, ON K9V 5R8.

I/We the undersigned, petition the Council of the City of Kawartha Lakes as follows:

Petition Request: We request the Council of the City of Kawartha Lakes resurface Hickory Beach Road between Cr8 and Cr30 with asphalt by the end of 2025.  
 Petition Background: This section of Hickory Beach Road has fallen into a severe state of disrepair resulting in damage to vehicles. Vehicles are often being driven on the wrong side of the road to avoid the broken surface. This condition could result in head on collisions and constitutes a danger to pedestrians and cyclists using the road.

#	Name	Contact Information	Signature
	Dustin Childs	705-872-1176	
	Stephanie Childs	705-931-5954	
	ALAN BERTRAND	705 879-6250-	
	LISA BERTRAND	705 934 2405	
	Olivea Bertrand	705 741 8801	

Signatories to a Petition are deemed to have waived any expectation of privacy as a result of the record being created for review by the general public. Questions about the collection and disclosure of personal information contained in this petition should be directed to the City Clerk at 705.324.9411 ext. 1295.



Jump In Kawartha Lakes

## Traffic Lights at Kawartha Lakes Rd. 36 and Weldon Rd.

Oct 02, 2024 - Oct 10, 2024

**Project:** Online Petitions

**Tool Type:** Form

**Activity ID:** 295

**Exported:** Oct 10, 2024, 09:49 AM

**Exported By:** jwatts

**Petition Request:** We the undersigned, petition the Council of the City of Kawartha Lakes to see traffic lights installed as soon as possible.

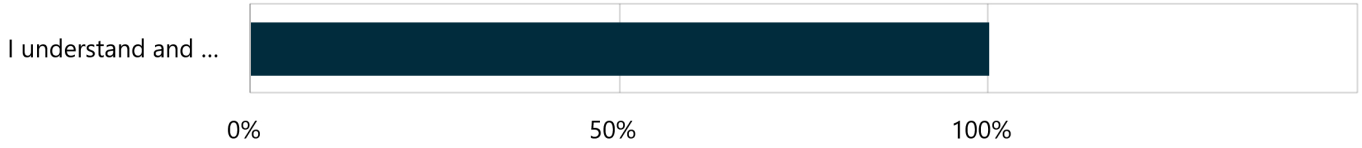
**Petition Background:** Living in the area of this intersection for the past 5 years I have witnessed traffic increasing dramatically. This is a school zone with a 4 way stop and flashing red light. On a daily basis I would estimate that only 5 to 10% of vehicles actually stop! As a father of 3 young children who crosses this intersection daily, I have had many close calls walking with them to their bus stop and even more while driving. Not a day goes by that I don't witness some very scary close calls involving pedestrians and vehicles. It is only a matter of time before someone is seriously injured or killed. Traffic lights are absolutely essential for the safety of the students and community members alike.

**Petition Organizer:** A. Raison of Lindsay, ON

**Petition Disclaimer:** The City of Kawartha Lakes does not support, endorse or detract from the Petition Request above until a formal resolution regarding this matter is adopted by City Council. The City of Kawartha Lakes also cannot attest to the factual accuracy of the background material, as it has been solely provided by the Petition Organizer.

**5. Signatories to a petition waive any expectation of privacy as a result of the petition being created for review by City Council and the General Public in an Open Session of City Council. Your personal information will not be published on any Kawartha Lakes website, however will be made available to any member of City Council upon request, and may also be publicly released in a Freedom of Information Request. Questions about the collection and disclosure of personal information provided by me on this petition should be directed to the City Clerk's Office. Required**

Multi Choice | Skipped: 0 | Answered: 36 (100%)



Answer choices	Percent	Count
I understand and agree.	100.00%	36

# The Corporation of the City of Kawartha Lakes

## By-Law 2024-

### **A By-Law to Stop Up and Close a Portion of Road Allowance Set Out as Part of the Road on Plan 152 as in R346931, in the Geographic Township of Fenelon, in the City of Kawartha Lakes, Being Part of PIN 63144-0124**

And to Release the City's Interest in the Property Municipally Known as 58 Manor Road, in the Geographic Township of Fenelon, in the City of Kawartha Lakes, and Legally Described as Part of Block C on Plan 152; Part of the Road on Plan 152; Part of Lots 21-22 on Plan 164 as in R346931; Together With R346931; Subject to the Interest of the Municipality, in the Geographic Township of Fenelon, in the City of Kawartha Lakes

#### **Recitals**

1. Pursuant to the Municipal Act, 2001, Council is empowered to stop up and close any part of a highway;
2. It is desirable to stop up and close that part of the Road on Plan 152, more particularly described as Part of the Road on Plan 152 as in R346931, in the Geographic Township of Fenelon, in the City of Kawartha Lakes, being Part of PIN: 63144-0124 (LT), and to authorize the release of the City's interest in the property legally described as Part of Block C on Plan 152; Part of the Road on Plan 152; Part of Lots 21-22 on Plan 164 as in R346931; Together With R346931; Subject to the Interest of the Municipality, in the Geographic Township of Fenelon, in the City of Kawartha Lakes, being all of PIN: 63144-0124 (LT);
3. A Transfer/Deed of Land registered as Instrument No R346931, dated the 28<sup>th</sup> day of November 1997, confirms that the subject road allowance has been in private ownership since that date;
4. Instrument VT55049, in the matter of the title to the existing road on plans 152 and 164, dated the 27<sup>th</sup> day of July 1960, confirms that the subject road allowance has been in private ownership since the date the plan was registered and the travelled road, known as "Manor Road" runs parallel to where the plan identifies a Street being present. More specifically, Manor Road is located entirely to the South of the subject property.
5. The proposed by-law came before Council for consideration at its regular meeting on the 22<sup>nd</sup> day of October, 2024 at 1:00 p.m. and at that time no person objected to the proposed by-law nor claimed that his land would be prejudicially affected.

**Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2024-      .**

## **Section 1.00: Definitions and Interpretation**

### **1.01 Definitions:** In this by-law,

**“City”, “City of Kawartha Lakes” or “Kawartha Lakes”** means The Corporation of the City of Kawartha Lakes and includes its entire geographic area;

**"City Clerk"** means the person appointed by Council to carry out the duties of the clerk described in section 228 of the Municipal Act, 2001;

**“Council” or “City Council”** means the municipal council for the City;

**“Manager of Realty Services”** means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council.

### **1.02 Interpretation Rules:**

The Schedules attached to this by-law form part of the by-law, and are enforceable as such.

### **1.03 Statutes:** References to laws in this by-law are meant to refer to the statutes, as amended from time to time, that are applicable within the Province of Ontario.

### **1.04 Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

## **Section 2.00: Road Closure and Release of Interest**

### **2.01 Road Closure and Release of Interest:** That part of the road allowance described as Part of the Road on Plan 152 as in R346931, in the Geographic Township of Fenelon, in the City of Kawartha Lakes, being Part of PIN: 63144-0124 (LT), is hereby stopped up and closed.

### **2.02** The Director of Engineering and Corporate Assets has delegated authority through By-Law 2016-059 to approve the release of reserves without separately reporting to Council via a Council Report. Section 3.04 of By-law 2016-059 states that a reserve may be released when the Director of Engineering and Corporate Assets is satisfied that the reserve is no longer required due to an extension of the road, and that the release of the reserve does not prejudice the safety of the public. In this situation, the road was constructed in an alternative location and the subject to interest now acts as a reserve. Therefore, the release of the interest will not adversely affect the public.

### **2.03** Accordingly, the Director of Engineering and Corporate Assets has authorization to execute all documents necessary to effect a release in such lands on behalf of the City in order to correctly establish the parcel description of PIN: 63144-0124 (LT), for nominal consideration plus all

costs incurred by the City, such as legal fees, disbursements and registrations costs.

**Section 3.00: Administration and Effective Date**

- 3.01 **Administration of the By-law:** The Manager of Realty Services is responsible for the administration of this by-law.
- 3.02 **Effective Date:** This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this 22<sup>nd</sup> day of October, 2024.

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Doug Elmslie, Mayor

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Cathie Ritchie, City Clerk

# The Corporation of the City of Kawartha Lakes

## By-Law 2024-

### A By-Law to Authorize the Execution of a Lease Agreement between The Corporation of the City of Kawartha Lakes and 1000001070 Ontario Inc. for Use of a Portion of City-Owned Road Allowance for a Marina and Associated Structures

#### Recitals

1. Section 5.03(2) 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, requires that Lease Agreements with a lease term of greater than five years to be approved by the City Solicitor and an authorizing by-law to be put before Council to authorize the Mayor and Clerk to sign.
2. The Corporation of the City of Kawartha Lakes and 1000001070 Ontario Inc. have agreed to enter into a Lease Agreement allowing the exclusive use of a portion of the City-owned road allowance, municipally known as 110 Hazel Street, for the location of a marina and associated structures, for a 19-year term.
3. A Lease Agreement between The Corporation of the City of Kawartha Lakes and 1000001070 Ontario Inc. for a 19-year term, which will expire on August 31, 2043, has been reviewed and approved by the City Solicitor.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-Law 2024-\_\_\_\_\_.

#### Section 1.00: Definitions and Interpretation

1.01 **Definitions:** In this by-law,

**“City”, “City of Kawartha Lakes” or “Kawartha Lakes”** means The Corporation of the City of Kawartha Lakes and includes its entire geographic area;

**"City Clerk"** means the person appointed by Council to carry out the duties of the clerk described in section 228 of the Municipal Act, 2001;

**“Council” or “City Council”** means the municipal council for the City;

**“Manager of Realty Services”** means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council.

1.02 **Interpretation Rules:**



(a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.

(b) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

1.03 **Statutes:** References to laws in this by-law are meant to refer to the statutes, as amended from time to time, which are applicable within the Province of Ontario.

1.04 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

## **Section 2.00: Authorization**

2.01 **Authorization:** The Mayor and Clerk are hereby authorized to sign the Lease Agreement attached to this By-law as Schedule A, and to affix the corporate seal to it.

## **Section 3.00: Administration and Effective Date**

3.01 **Administration of the By-law:** The Manager of 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 22<sup>nd</sup> day of October, 2024.

---

Doug Elmslie, Mayor

---

Cathie Ritchie, City Clerk

# Schedule A

## LEASE AGREEMENT

Effective the 1<sup>st</sup> day of September, 2024

### BETWEEN:

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

as Landlord  
(the "LANDLORD")

- and -

**1000001070 ONTARIO INC.**

as Tenant  
(the "TENANT")

### RECITALS:

- a) The LANDLORD is the owner of the property municipally known as 110 Hazel Street and legally described as Part of Firstly Street A on Plan 328; Five Driveways on Plan 210 Abutting the North Boundary of Lots 1 to 5 on Plan 210; Hazel Street on Plan 154; Hazel Street on Plan 125; Ames Street on Plan 128; Secondly: Part Reserved on Plan 128; Part of Lot 9 Concession 2 Verulam Being a Forced Road Through, AKA Pitt's Cove Road, AKA Hazel Street; Kawartha Lakes (the "LANDS").
- b) The TENANT wishes to lease a portion of the LANDS for use as the location of a marina. Specifically, the TENANT would like to lease the portion of the LANDS shown on Schedule "A" (the "PREMISES").
- c) The TENANT is the owner of the buildings and structures on the LANDS.

**THIS LEASE IS ENTERED** in consideration of the rents, covenants and agreements reserved and contained on the part of the TENANT, to be respectively paid, observed and performed, and for other consideration, the receipt and sufficiency of which are acknowledged, the LANDLORD demises and leases the PREMISES to the TENANT.

### **ARTICLE 1.00: INTERPRETATION**

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

- a) **BASE RENT** means, for the first year of the TERM, the sum of One Thousand Five Hundred Dollars (\$1,500.00) per annum. After that, **BASE RENT** means the amount determined pursuant to Section 2.02 of this LEASE.
- b) **ADDITIONAL RENT** means, for the first year of the TERM, the sum of Two Thousand One Hundred Seventy-Five Dollars (\$2,175.00) per annum. The following shall be included in the **ADDITIONAL RENT**:
  - i. Eleven (11) docks at One Hundred Fifty Dollars (\$150.00) each, equalling One Thousand Six Hundred Fifty Dollars (\$1,650.00);
  - ii. Two (2) buildings at Two Hundred Dollars (\$200.00) each, equalling Four Hundred Dollars (\$400.00); and
  - iii. One (1) underground storage tank at One Hundred Twenty-Five Dollars (\$125.00).

After that, **ADDITIONAL RENT** means the amount determined pursuant to Section 2.03 of this LEASE.

- c) **BUSINESS** means the TENANT's business of carrying on activities related to the marina.
- d) **LANDLORD** means the Corporation of the City of Kawartha Lakes, a municipal corporation duly incorporated pursuant to the laws of the Province of Ontario. Where the context permits, the term also includes the LANDLORD's servants, employees, agents and delegated officials.
- e) **EVENT OF DEFAULT** means any one or more of the circumstances set out in the following numbered paragraphs.
  - i. The TENANT breaches its covenant to pay RENT. The default occurs whether the LANDLORD has demanded payment or not, if the RENT remains unpaid for a period of thirty (30) days after it is due.
  - ii. The TENANT breaches any of its other covenants in this LEASE. The default occurs if the breach continues for a period of thirty (30) days (or such longer period as may be reasonably necessary to cure the breach) after notice by the LANDLORD to the TENANT specifying the nature of the breach and requiring it to be remedied.
  - iii. In circumstances where the breach set out in the notice given to the TENANT by the LANDLORD pursuant to paragraph (2)

above reasonably requires more time to cure than the time period referred to in the notice, but the TENANT has not commenced remedying the breach; or, in the opinion of the LANDLORD, has failed to diligently remedy it within a reasonable time.

- iv. The PREMISES are vacated by the TENANT or become vacant or remain unoccupied by the TENANT for a period of thirty (30) consecutive days.
- f) The **LANDS** are the property located at 110 Hazel Street, Dunsford.
- g) **LEASE** means this lease agreement, including its recitals and schedules, which form integral parts of it, as amended from time to time in accordance with Section 6.07.
- h) The **PREMISES** means the "Thurstonia Marina" (110 Hazel Street, Dunsford) located on the LANDS, and more specifically shown on Schedule "A" attached hereto.
- i) **PROPERTY MANAGER** means the Manager, Building and Property, for the LANDLORD.
- j) **PROPERTY TAXES** means all taxes, rates, local improvement rates, impost charges, duties, assessments or levies which may be levied, rated, charged or assessed against any form of property, regardless of who is legally responsible for payment. It includes such requirements imposed by federal, provincial, municipal (including the LANDLORD), school board, utility commission or other authority, whether the requirement or the agency is now or in the future in existence.
- k) **RENT** means any and all sums due and payable by the TENANT pursuant to this LEASE. RENT includes the following amounts:
  - i. The BASE RENT;
  - ii. The ADDITIONAL RENT;
  - iii. All TAXES; and
  - iv. All other costs, expenses and charges (including interest on overdue payments) incurred in and about the PREMISES required to be paid by the TENANT pursuant to any provision of this LEASE.
- l) The **RENT COMMENCEMENT DATE** is September 1, 2024.
- m) **RENTAL TAXES** means all Harmonized Sales Tax, sales taxes, excise taxes, business transfer taxes, value added taxes, or other taxes,

duties, rates, levies or fees levied, rated, charged, assessed or payable with respect to, or calculated or measured in whole or in part in relation to:

- i. The RENT payable by the TENANT to the LANDLORD under this LEASE; or
- ii. The PREMISES; or
- iii. The area of the PREMISES; or
- iv. The occupancy or leasing of the PREMISES,

and whether by law the responsibility of the LANDLORD or the TENANT or both, and whether imposed by federal, provincial, municipal, school board, utility commission or other authority, and whether now or in the future in existence, and includes any other taxes, rates, duties, assessments, fees or levies which may be imposed on the LANDLORD or the TENANT or anyone else on account or in lieu of it, or of a nature similar to it, and whether recurring annually, or at other intervals, or on a special or single instance basis only. RENTAL TAXES shall not include any PROPERTY TAXES.

- n) The **TERM** means the entire nineteen (19) year period during which this LEASE is operational, as set out in Article 2.00.
- o) **TENANT** means 1000001070 Ontario Inc., which is a corporation duly incorporated pursuant to the laws of the Province of Ontario, and the term includes its successors and assigns, and, where the context allows, its directors, officers, employees, servants, or agents.

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

1.03 **Construing this LEASE:**

- a) The captions, article and section names and numbers appearing in this LEASE are for convenience of reference only and have no effect on its interpretation.
- b) All provisions of this LEASE creating obligations on either party will be construed as covenants.



- c) This LEASE is to be read with all changes of gender or number required by the context.
  - d) The words 'include' or 'including' shall not be construed as limiting the words or phrases preceding them.
- 1.04 **Reasonableness:** Wherever any consent, agreement or approval of the LANDLORD or the TENANT is required under the terms of this LEASE, then unless otherwise specifically mentioned, the party acting will do so reasonably.

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

- 2.01 **Demise:** The LANDLORD grants to the TENANT a leasehold interest in the PREMISES to have and to hold for a TERM of nineteen (19) years, commencing on the 1<sup>st</sup> day of September, 2024, and terminating on the 31<sup>st</sup> day of August, 2043.
- 2.02 **BASE RENT:** During each year of the TERM of this LEASE, the BASE RENT will be One Thousand Five Hundred Dollars (\$1,500.00) per annum, increased annually by the Consumer Price Index – All Items.
- 2.03 **ADDITIONAL RENT:** During each year of the TERM of this LEASE, the ADDITIONAL RENT will be the sum of Two Thousand One Hundred Seventy-Five Dollars (\$2,175.00) per annum, increased annually by the Consumer Price Index – All Items. The following shall be included in the ADDITIONAL RENT:
- a. Eleven (11) docks at One Hundred Fifty Dollars (\$150.00) each, equalling One Thousand Six Hundred Fifty Dollars (\$1,650.00);
  - b. Two (2) buildings at Two Hundred Dollars (\$200.00) each, equalling Four Hundred Dollars (\$400.00); and
  - c. One (1) underground storage tank at One Hundred Twenty-Five Dollars (\$125.00).
- 2.04 **Payment of RENT:** The RENT is payable as follows:
- a. The BASE RENT and ADDITIONAL RENT shall be calculated at a quarterly amount, with the first payment to be paid on the RENT COMMENCEMENT DATE, and thereafter on the first days of December, March, June, and September;
  - b. All applicable PROPERTY TAXES and RENTAL TAXES shall be paid by the TENANT directly as and when due; and
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- c. All other costs, expenses and charges (including interest on overdue payments) incurred in and about the PREMISES required to be paid by the TENANT pursuant to any provision of this LEASE, shall be paid upon the TENANT's receipt of invoice or demand thereof.
- 2.05 **RENT Abatement:** In the event of a Federal, Provincial, or Municipal State of Emergency where the Tenant does not have access to the PREMISES, the CITY will prorate the RENT accordingly.
- 2.06 **Net Lease:** The TENANT acknowledges that this LEASE is intended to be net and carefree to the LANDLORD, except as otherwise expressly set out. The TENANT agrees to pay or cause to be paid, without limitation, all rates, taxes, fees, levies, development charges, and assessments of whatsoever description, and all other costs in relation to the PREMISES including but not limited to all utility charges, included fuel for heating, propane, hydro, waste removal, and TENANT's leasehold improvements, or other charges that may at any time be lawfully imposed and become due and payable in respect of the PREMISES, or any part of the PREMISES. The TENANT shall pay, or cause to be paid, directly all utility charges, including fuel for heating and air conditioning, hydro, water, hot water, sewage disposal, garbage removal from within the building, and cleaning within the building. The TENANT shall be responsible for all repairs, maintenance, and replacement of any equipment required for the BUSINESS. The TENANT shall be responsible for all maintenance and capital repairs to the structures, underground gas storage tank, and septic tank.

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

- 3.01 **Covenant to Pay RENT:** The TENANT agrees to pay the RENT at the times and in the manner prescribed in this LEASE, without any abatement or deduction.
- 3.02 **Interest on Overdue RENT:** Without waiving any right of action of the LANDLORD in the EVENT OF DEFAULT of any payments pursuant to this LEASE, in the event that the TENANT is delinquent in payment of any RENT for thirty (30) days or more, the TENANT agrees to pay interest on the arrears of RENT at the rate of one point two eight five (1.285%) per cent per month, compounded, (which equates to a rate of sixteen point five six (16.56%) per cent per annum), retroactive from the date the amount was due and payable, until it is actually paid.
- 3.03 **Securities for Demolition:** The TENANT agrees to provide the LANDLORD with security in the amount of Thirty-Five Thousand Dollars (\$35,000.00) for demolition of the structures (buildings, docks, underground storage tank, and septic tank), due on January 1, 2027. This amount is subject to decrease if any of the structures (buildings, docks, underground storage tank, and septic tank) are removed by the TENANT.
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- 3.04 **Additional Securities:** The TENANT acknowledges and agrees that additional securities are payable on each five (5) year anniversary of the commencement of this LEASE, to provide for increases to the cost of construction. The securities will be indexed annually by the non-residential Construction Price Index for Ontario.
- 3.05 **Access:** The TENANT agrees to provide the LANDLORD with full and free access (for inspection purposes), during normal business hours, and in the presence of the TENANT, to any and every part of the PREMISES. It is understood and agreed, however, that in cases of emergency, the LANDLORD shall at all times and for all purposes have full and free access to the PREMISES.
- 3.06 **Emergency Contact:** The TENANT agrees to provide the LANDLORD with emergency contact information, including a phone number for after-hours calls. The TENANT acknowledges that the LANDLORD may be required to contact the TENANT on any day and at any time, in the event of an emergency. If there are any changes to the TENANT's emergency contact information, the TENANT agrees to notify the LANDLORD as soon as reasonably possible and provide updated emergency contact information.
- 3.07 **Quiet Enjoyment:** Subject to the provisions of this LEASE, the LANDLORD agrees that the TENANT shall have quiet possession of the PREMISES.
- 3.08 **Maintenance/Refuse Handling:** The TENANT agrees to regularly maintain exterior of the buildings, structures, landscaped and paved areas on the LANDS in good condition. The TENANT agrees to regularly maintain the interior of the PREMISES, and to keep the PREMISES free of debris and neat and tidy at all times. The TENANT acknowledges and agrees that no stockpiling of goods or refuse is permitted on the LANDS. The TENANT agrees to provide complete and proper arrangements for the adequate sanitary handling and disposal of all trash, garbage and other refuse on or in connection with the BUSINESS, all to the satisfaction of the PROPERTY MANAGER.
- 3.09 **Utilities:** The TENANT agrees that they shall be solely responsible to pay for all utilities including, but not limited to, water, hydro, cable, and telephone.
- 3.10 **No Damage:** The TENANT agrees that it shall not do (or allow to be done) anything which may damage the PREMISES beyond the damage occasioned by reasonable use. The TENANT further agrees that it shall, at its cost and expense, repair all portions of the PREMISES which may at any time be damaged by the TENANT or its invitees (ordinary wear and tear only excepted). In the event of the failure on the part of the TENANT to repair pursuant to this section, the TENANT agrees to indemnify and save harmless the LANDLORD from all damages, costs and expenses suffered or incurred by the LANDLORD, the public, or any other third parties by reason of the damage to the PREMISES, to the extent that the TENANT is liable for the same in law. The TENANT agrees to

make payment forthwith upon receipt of appropriate accounts for these damages.

- 3.11 **Laws & Rules:** The TENANT agrees to abide by all applicable Federal, Provincial, and/or Municipal or local Statutes, Regulations, and By-laws.
  - 3.12 **Fire Prevention:** The TENANT agrees to take all precautions to prevent fire from occurring in or about the PREMISES. The TENANT further agrees to observe and comply with all instructions given from time to time by the PROPERTY MANAGER with respect to prevention and extinguishing of fires.
  - 3.13 **Signs:** The LANDLORD agrees that the TENANT, at its own cost, may construct, erect, place or install (outdoors) on or at the PREMISES, any poster, advertising sign or display, electrical or otherwise, after first having obtained the consent, in writing, of the PROPERTY MANAGER.
  - 3.14 **Trent-Severn Waterway Permits:** The TENANT acknowledges that any work (repairs, upgrades, maintenance, etc.) on the PREMISES are subject to Trent-Severn Waterway policies and may require a permit. The TENANT acknowledges and agrees to obtain, at its own cost, any necessary permits prior to completing any work on the PREMISES. The TENANT further acknowledges and agrees to provide a copy of said permit to the LANDLORD.
  - 3.15 **Liability Insurance:** The TENANT shall provide and maintain:
    - a) Commercial General Liability insurance with limits of not less than Two Million (\$2,000,000.00) dollars per occurrence and with a deductible acceptable to the Landlord. Coverage shall include but is not limited to bodily injury including death, property damage including loss of use thereof, personal injury, blanket contractual liability, products and completed operations liability, tenants legal liability, owners and contractor's protective, non-owned automobile liability and contain a cross liability and severability of interest clause. The policy shall be endorsed to name *The Corporation of the City of Kawartha Lakes* as an additional insured.
    - b) All Risk Property insurance in an amount equal to the full replacement cost of property of every description and kind owned by the TENANT or for which the TENANT is legally responsible, and which is located on or about the PREMISES, including without limitation anything in the nature of a leasehold improvement. The policy shall not allow subrogation claims by the Insurer against the LANDLORD.
    - c) Environmental Liability Insurance in an amount not less than Two Million Dollars (\$2,000,000) per claim with a deductible acceptable to the City and shall include coverage for but not limited to, bodily injury
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including death, property damage and remediation costs which are reasonable and necessary to investigate, remove, remediate (including associated monitoring) or disposal of soil, surface water, groundwater or other contamination on a sudden and accidental basis and on a gradual basis. The policy shall remain in force for twelve (12) months following the completion, termination or suspension of this LEASE. The policy shall be endorsed to add the City as an Additional Insured with respect to the operations of the Named Insured. . The City has the right to request that an Extended Reporting Endorsement be purchased by the Licensee at the Licensee's sole expense.

- d) If any of the above policies are to be cancelled or non-renewed for any reason, thirty days (30) days' notice of said cancellation or non-renewal must be provided to the Landlord.
- e) All policies shall apply as primary and not as excess of any insurance available to the Landlord. To achieve the desired limits, umbrella or excess liability insurance may be used.
- f) Upon execution of this agreement, and annually thereafter, the Tenant shall provide the Landlord a certificate of insurance as confirmation of the above requested coverage. If requested by the Landlord, the Tenant shall provide copies of said insurance policies.

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.

- 3.16 **Additional Insurance:** At the five (5) year anniversary of the commencement of this LEASE, and every five (5) year anniversary thereafter, additional insurance may be required and is deliverable upon sixty (60) days following demand.
- 3.17 **Coverage to be Maintained:** The TENANT agrees that it shall not do anything (nor omit to do anything, nor allow anything to be done or omitted to be done) on the PREMISES which will in any way impair or invalidate the policies provided pursuant to Sections 3.15.



- 3.18 **Environmental Regulations:** The TENANT acknowledges and agrees that it shall be solely responsible for compliance with all environmental regulations including, but not limited to, those related to the underground gas storage tank.
- 3.19 **Objectionable Materials:** The TENANT agrees that it will not, upon or about the PREMISES, bring, keep, sell, store, offer for sale, give away or otherwise use, handle or dispose of any merchandise, goods, materials, effects or things which may by the PROPERTY MANAGER for any reason be deemed objectionable.
- 3.20 **No Claims:** The TENANT shall not have any claim or demand against the LANDLORD for damages of any nature, however caused to the PREMISES, or any person or property, on or about the PREMISES, unless the damage is due to the gross negligence of the LANDLORD (or any of its officials, employees, servants or agents while acting within the scope of his or her duties or employment).
- 3.15 **Indemnification:** The TENANT agrees that it shall at all times indemnify and save harmless the LANDLORD, its employees, from and against all claims and demands, by whomsoever made, which are occasioned by or attributable to the existence of this LEASE or any action taken or things done or maintained because of this LEASE, or the exercise of rights arising pursuant to this LEASE (excepting claims for damage resulting from the gross negligence of any officer, servant or agent of the LANDLORD while acting within the scope of his or her duties or employment).

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

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

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

- 5.01 **Termination without Cause:** Either party has the right to terminate this LEASE upon ninety (90) days' notice in writing to the other party.

- 5.02 **Surrender:** At the expiration or sooner determination of the TERM of this LEASE, the TENANT shall peaceably surrender and yield to the LANDLORD, the PREMISES with all structures, underground storage tank, and septic tank removed, and the PREMISES remediated to a state acceptable to the LANDLORD. At the expiration of this LEASE, the LANDLORD will have and enjoy absolute title to all of the PREMISES without compensation to the TENANT, and free of any claim or encumbrance. In the event that this LEASE is terminated due to an EVENT OF DEFAULT, no goods, materials or chattels of any sort may be removed by the TENANT without the LANDLORD's express consent.
- 5.03 **Removal of Improvements:** Notwithstanding Section 5.02, and provided the TENANT is not in default of its obligations pursuant to this LEASE, at the expiration of the TERM or any renewal period, or upon earlier determination of the TERM, the LANDLORD shall have the first right of refusal to purchase some or all of the TENANT's leasehold improvements at its then market value. In the event that the TENANT and the LANDLORD cannot agree on terms of purchase, the TENANT shall remove, at its sole cost, all improvements on the PREMISES which the LANDLORD does not require. The TENANT agrees to restore the PREMISES upon which the removed improvements were located, to a state of repair satisfactory to the LANDLORD within six (6) months of the date of the termination of the TERM.
- 5.04 **Default:** Upon the occurrence of an EVENT OF DEFAULT, at the option of the LANDLORD, the TERM shall become forfeited and void, and the LANDLORD may, without notice or any form of legal process whatsoever, forthwith re-enter upon the PREMISES and repossess and enjoy the same as of its former estate, anything contained in any statute or law to the contrary notwithstanding, and the provisions of Section 5.02 shall apply.
- 5.05 **Landlord's Performance:** Nothing in this LEASE prevents the LANDLORD, in the circumstances of an EVENT OF DEFAULT, from entering upon the PREMISES and performing the TENANT's obligations. This work shall be completed at the sole cost and expense of the TENANT and in addition, the LANDLORD may levy any charge as may then be applicable, in accordance with the policies of the LANDLORD for administration and overhead. It is expressly understood and agreed that the LANDLORD is not under any obligation to perform any of the TENANT's covenants.
- 5.06 **Other Remedies:** Forfeiture of this LEASE by the TENANT shall be wholly without prejudice to the right of the LANDLORD to recover arrears of RENT or damages for any antecedent breach of covenant on the part of the TENANT. Notwithstanding any forfeiture, the LANDLORD may subsequently recover from the TENANT damages for loss of RENT suffered by reason of the TENANT having been determined prior to the end of the TERM as set out in this LEASE. This clause and the right under it shall survive the termination of this LEASE whether by act of the parties or by operation of law.

**ARTICLE 6.00: MISCELLANEOUS**

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

1000001070 Ontario Inc.  
71 Eglinton Street  
Lindsay, ON K9V 3Z5  
Attention: Amy Murray

E-mail: cresmortgage@gmail.com

or to the LANDLORD at:

The Corporation of the City of Kawartha Lakes  
26 Francis Street  
P.O. Box 9000  
Lindsay, ON K9V 5R8  
Attention: Clerk

Fax: 705-324-8110  
E-mail: clerks@kawarthalakes.ca

Receipt of notice shall be deemed on (whichever of the above is applicable):

- a) The date of actual delivery of a hand delivered document, facsimile or e-mail transmission; or
- b) Five (5) days following the date of mailing of the notice

Notwithstanding Section 6.07, either party may change its address for notice by giving notice of change of address pursuant to this Section.

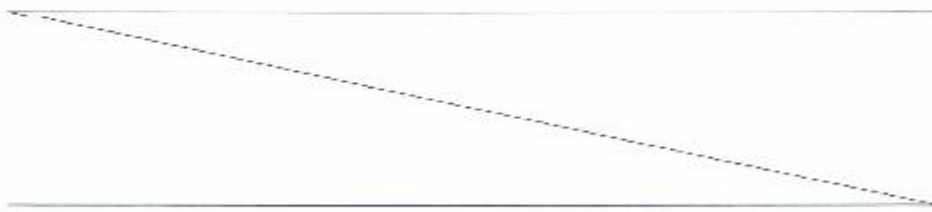
- 6.02 **Force Majeure:** Notwithstanding anything in this LEASE, neither party shall be in default with respect to the performance of any of the terms of this LEASE if any non-performance is due to any force majeure, strike, lock-out, labour dispute, civil commotion, war or similar event, invasion, the exercise of military power, act of God, government regulations or controls, inability to obtain any material or service, or any cause beyond the reasonable control of the party (unless such lack of control results from a deficiency in financial resources) . Otherwise, time shall be of the essence of this LEASE and all the obligations contained herein.
- 6.03 **Successors:** The rights and liabilities of the parties shall ensure to the benefit of and be binding upon the parties and their respective successors and approved
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assignees. Neither party shall assign this LEASE without the written consent of the other party.

- 6.04 **Entire Agreement:** This LEASE constitutes the entire agreement between the parties and it is agreed that there is no covenant, promise, agreement, condition precedent or subsequent, warranty or representation or understanding, whether oral or written, other than as set forth in this LEASE and this LEASE fully replaces and supersedes any letter, letter of intent, or other contractual arrangement between the parties related to the LANDS in existence at the time of execution and delivery of this LEASE.
- 6.05 **Partial Invalidity:** If any article, section, subsection, paragraph, clause or sub-clause or any of the words contained in this LEASE shall be held wholly or partially illegal, invalid or unenforceable by any court of competent jurisdiction, the LANDLORD and the TENANT agree that the remainder of this LEASE shall not be affected by the judicial holding, but shall remain in full force and effect. The provisions of this LEASE shall have effect, notwithstanding any statute to the contrary.
- 6.06 **Relationship of Parties:** Nothing in this LEASE shall create any relationship between the parties other than that of landlord and tenant. It is specifically agreed that neither party is a partner, joint venture, agent or trustee of the other.
- 6.07 **Amendments:** No supplement, amendment or waiver of or under this LEASE (apart from amendments to notice provisions of Section 6.01) shall be binding unless executed in writing by the party to be bound. No waiver by a party of any provision of this LEASE shall be deemed to be a waiver of any other provision unless otherwise expressly provided.
- 6.08 **Governing Law:** This agreement shall be construed in accordance with and governed by the laws of the Province of Ontario.
- 6.09 **Freedom of Information:** The TENANT acknowledges that this LEASE is a public document.
- 6.10 **Independent Legal Advice:** The TENANT acknowledges that it has either received or waived the benefit of its own legal advice with respect to the execution of this LEASE.

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6.11 **Electronic Signature:** This Agreement may be executed and delivered by facsimile or other electronic means, which electronic copies shall be deemed to be original.

By so executing this LEASE, the officers warrant and certify that the corporations for which they are signing are in good standing and duly incorporated and organized under the laws of the jurisdiction in which they are incorporated, and that the officers are authorized and empowered to bind the corporations to the terms of this LEASE by their signatures.

DATED at Lindsay, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

PER: \_\_\_\_\_

Name: Doug Elmslie

Title: Mayor

PER: \_\_\_\_\_

Name: Cathie Ritchie

Title: City Clerk

*We have authority to bind the Corporation*

DATED at Lindsay, this 11<sup>th</sup> day of Sept, 2024

**1000001070 ONTARIO INC.**

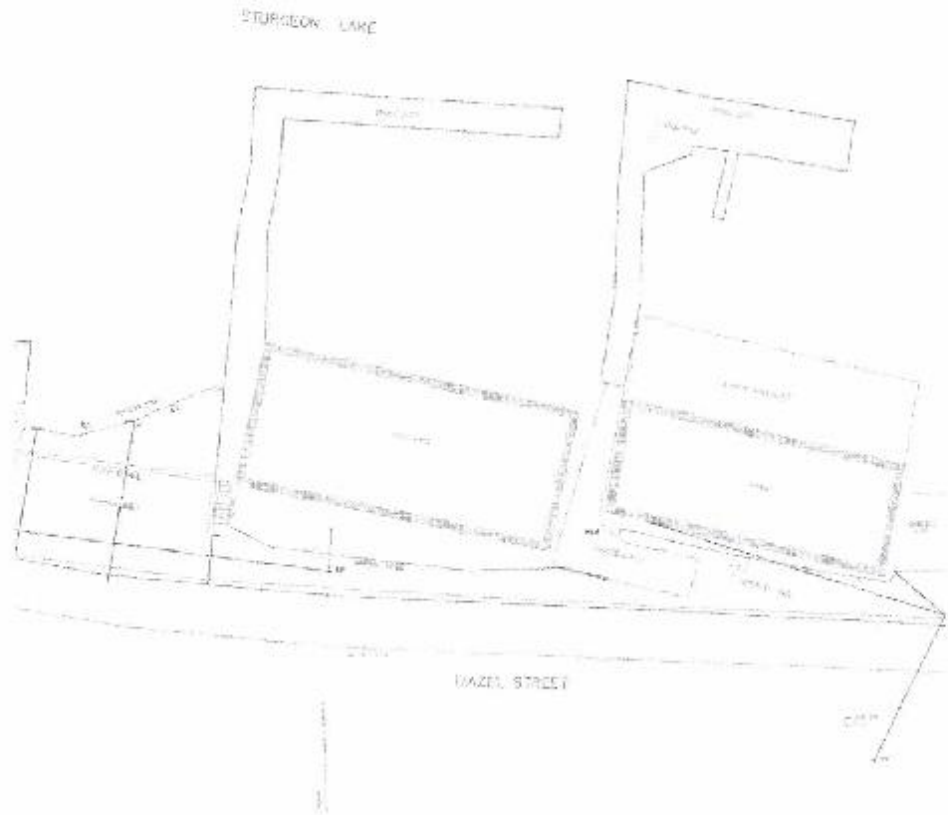
PER: Amy Murray

Name: Amy Murray

Title: President

*I have authority to bind the Corporation*

**SCHEDULE A**



# The Corporation of the City of Kawartha Lakes

## By-Law 2024-

### **A By-Law to Authorize the Execution of a Lease Agreement between Dunsford Community Centre Inc. and The Corporation of the City of Kawartha Lakes for The City's Use Space within 26 Community Centre Road as the Location of the Dunsford Library Branch**

#### **Recitals**

1. Section 5.03(2) 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, requires that Lease Agreements with an expense of over \$10,000.00 per year and/or a lease term of greater than five years to be approved by the City Solicitor and an authorizing by-law to be put before Council to authorize the Mayor and Clerk to sign.
2. Dunsford Community Centre Inc. and The Corporation of the City of Kawartha Lakes have agreed to enter into a Lease Agreement allowing the City to continue to use space within the building located at 26 Community Centre Road, Dunsford, for the location of the Dunsford Library branch, for a 5-year term (with two extensions of five-years each) and an expense of \$23,353.93 (increased annually by 3%).
3. The Lease Agreement between Dunsford Community Centre Inc. and The Corporation of the City of Kawartha Lakes has been reviewed and approved by the City Solicitor.

**Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2024- .**

#### **Section 1.00: Definitions and Interpretation**

1.01 **Definitions:** In this by-law,

**“City”, “City of Kawartha Lakes” or “Kawartha Lakes”** means The Corporation of the City of Kawartha Lakes and includes its entire geographic area;

**"City Clerk"** means the person appointed by Council to carry out the duties of the clerk described in section 228 of the Municipal Act, 2001;

**“Council” or “City Council”** means the municipal council for the City;

**“Manager of Realty Services”** means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council.

1.02 **Interpretation Rules:**

(a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.

(b) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

1.03 **Statutes:** References to laws in this by-law are meant to refer to the statutes, as amended from time to time, which are applicable within the Province of Ontario.

1.04 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

**Section 2.00: Authorization**

2.01 **Authorization:** The Mayor and Clerk are hereby authorized to sign the Lease Agreement attached to this By-law as Schedule A, and to affix the corporate seal to it.

**Section 3.00: Administration and Effective Date**

3.01 **Administration of the By-law:** The Manager of 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 22<sup>nd</sup> day of October, 2024.

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Doug Elmslie, Mayor

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—  
Cathie Ritchie, City Clerk

## Schedule A

### LEASE AGREEMENT

This lease is made in duplicate between:

Dunsford Community Centre Inc.

(the "Landlord")

and

The Corporation of the City of Kawartha Lakes

(the "Tenant")

The Landlord and the Tenant hereby agree as follows:

1. The Landlord hereby grants the Tenant a lease of the interior premises being agreed by the parties to comprise of 1,237 square feet, and as outlined in pink on the floor plan attached as Schedule "A" located on the 1<sup>st</sup> floor of the Dunsford Community Centre, 26 Community Centre Road, Dunsford, Ontario K0M 1L0, City of Kawartha Lakes (the "Premises").
2. The term of this lease commences on January 1, 2025 and ends on December 31, 2029.

If the Tenant continues in occupation of the Premises with the consent of the Landlord after expiry of the term of this lease, the Tenant shall be deemed to be leasing the Premises on a month-to-month basis but otherwise on the same terms as set out in this lease.

3. The Tenant may use the Premises for a public library and all uses ancillary thereto and for no other purpose.
4. The Tenant shall pay to the Landlord rent on the following dates and times:

January 1, 2025 to December 31, 2025 – yearly rent of \$23,353.93;  
January 1, 2026 to December 31, 2026 – yearly rent of \$24,054.55;  
January 1, 2027 to December 31, 2027 – yearly rent of \$24,776.19;  
January 1, 2028 to December 31, 2028 – yearly rent of \$25,519.48;  
January 1, 2029 to December 31, 2029 – yearly rent of \$26,285.06.

Annual rent shall be paid in two equal installments, on or before January 1 and on or before July 1 of each year of the term.

The Landlord shall provide the Tenant with an invoice for the six month period 30 days in advance of the rent becoming due.

5. Time shall be of the essence of this Lease.



6. The following services and expenses are the sole responsibility and expense of the Tenant and the Tenant agrees to promptly pay for same:
  - a) Telephone for the Premises; and
  - b) Tenant's insurance to cover contents and liability as outlined in paragraph 14 below.
  
7. The following services and expenses are the sole responsibility and expense of the Landlord and the Landlord agrees to promptly pay for same:
  - a) Realty taxes;
  - b) Heating;
  - c) Hydro;
  - d) Snow removal;
  - e) Landlord's liability insurance;
  - f) Cleaning (interior and windows); and
  - g) Any other utilities that may now or in the future become applicable.
  
8. The Landlord agrees cleaning and snow removal shall be maintained at a commercially reasonable standard that is suitable, timely, and responsive to the needs of the Library, its patrons, and its hours of operation in order to ensure safe access to the facility by staff and patrons during branch hours as determined from time to time.
  
9. Cleaning shall be maintained at a commercially reasonable standard appropriate for the public use of the facility and same shall be conducted in such a way so as to not conflict with the reasonable use of the Premises by staff and the public. The Landlord shall be responsible for cleaning/replacement of carpeting and mats and cleaning supplies associated with the washroom facilities of the Library (as suggested by staff).
  
10. The Library shall have the use of the tables and chairs for programming purposes from time to time, subject to the provision that adequate and reasonable notice shall be given to the Landlord as to when the table and chairs are required. The Tenant acknowledges that the Landlord from time to time holds functions and the tables and chairs may not be available for use by the Tenant.
  
11. The Landlord shall also be solely responsible for the undertaking of and costs of all repairs or improvements to the structure and to the interior and exterior of the building including lighting and fixtures.
  
12. Any services and expenses undertaken by the Tenant without the Landlord's permission relevant to the use by the Tenant of the Premises and not mentioned in this lease are the responsibility and expense of the Tenant.
  
13. The Landlord covenants with the Tenant that so long as the Tenant complies with the terms of this lease, the Tenant may occupy and enjoy the Premises without any interruption or interference from the Landlord.
  
14. The Tenant shall purchase and maintain public liability insurance in the amount of no less than Two Million Dollars (\$2,000,000.00) and shall provide proof of this insurance to the Landlord on request.

15. The Landlord shall maintain public liability insurance in the amount of not less than Two Million Dollars (\$2,000,000.00) and if there is ever any claim made by a third party, then the Tenant and the Landlord shall be indemnified by the other party in relation to their actions, or their inaction if any liability attaches as a result of the foregoing.
16. Subject to paragraph 17 below, the Landlord may terminate this lease on sixty (60) days' notice for any one of the following or any other cause permitted by law:
  - a) Fifteen days' arrears of rent or additional rent;
  - b) The bankruptcy or insolvency of the Tenant;
  - c) A material change in the use of the Premises by the Tenant and, in particular (without limiting the generality of this provision), any change of use by the Tenant that materially affects the Landlord's building insurance or that constitutes a nuisance;
  - d) Any unauthorized assignment or subletting of this lease by the Tenant;
  - e) Substantial damage to or destruction of the Premises;
  - f) Any sale or material change in the use of the building in which the Premises are located by the Landlord; or
  - g) Any significant willful or negligent damage to the Premises caused by the Tenant or by persons permitted on the Premises by the Tenant, which is not repaired by the Tenant.
17. The Landlord and the Tenant covenant and agree that if either party is in breach of any provision of this Lease Agreement, then the party who is not in breach shall provide to the other party who is in breach, the nature of the breach, and give that party thirty (30) days' notice to correct the breach. If the said breach is not corrected within thirty (30) days of receiving the notice as set out in paragraph 16 above, then the breach may be treated as grounds for termination of this Lease Agreement.
18. Subject to the terms of this Lease and appropriate notice, on the Landlord becoming entitled to re-enter and to take possession of the Premises for any of the grounds for termination set out in this Lease or for any other cause permitted by law, the Landlord, in addition to all other rights, will have the right to enter the Premises either by force or otherwise and with an accompanying right to change the door locks for the Premises and to re-let the Premises and to receive the rent therefore.
19. The Tenant may not assign or sublet the Premises, in whole or in part, or allow the Premises to be used by any other person without the written consent of the Landlord, which consent shall not be unreasonably withheld.
20. The Tenant shall not make improvements or alterations to the Premises without the written consent of the Landlord, which consent shall not be unreasonably withheld.
21. At the end of the lease, the Tenant shall deliver vacant possession to the Landlord of the Premises in the same condition as at the commencement of the lease, reasonable wear and tear excepted.
22. Any written notice require or permitted to be given by this lease is sufficiently given if sent in proper form by ordinary mail to the last known address of the party for whom

the notice is intended. Any written notice sent by ordinary mail in accordance with this paragraph is deemed, for the purposes of this lease, received by the addressee on the seventh day after mailing unless actually received before. Nothing in this paragraph prevents giving written notice in any other manner recognized by law.

Notice to the Landlord shall be given at:

Dunsford Community Centre Inc.  
26 Community Centre Road  
Dunsford, Ontario KOM 1L0

Notice to the Tenant shall be given at:

190 Kent Street West  
Lindsay, Ontario K9V 6Y6  
Attention: CEO & Chief Librarian

23. In this lease, words importing the singular include the plural, and vice versa, and importing the masculine gender include the feminine, and importing an individual include a corporation and vice versa. This lease binds and benefits the parties and their respective heirs, successors, and permitted assigns.
24. If not in default under this lease, the Tenant has the right to renew this lease for two further terms of five (5) years each exercisable by giving written notice of renewal to the Landlord in the six (6) month period immediately before the expiry of the current term of this lease. The renewed lease is granted on the same terms as set out in this lease except as to base rent and without any further right of renewal. The base rent payable by the Tenant in the renewed term shall be increased by 3% over the previous term.

#### 25. SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

#### 26. ARBITRATION AND MEDIATION

- (1) Despite anything contained in this Agreement to the contrary, in the event that a dispute or difference arises with respect to this Agreement that cannot be resolved by negotiation between the parties and the parties agree that they do not wish to terminate this Agreement, then in such event the parties agree to use the services of an experienced, qualified mediator to attempt to resolve their dispute or difference and, failing agreement on the procedure to be followed, the mediation shall be conducted in accordance with the "Rules of Procedure for the Conduct of Mediations" of the Arbitration and Mediation Institute of Ontario.
- (2) In the event that mediation does not result in a resolution of the dispute or difference and the parties agree that they do not wish to terminate this Agreement, then in such event

any unresolved issue may be taken to any other appropriate dispute resolution process including a court of competent jurisdiction located at Lindsay, now in the City of Kawartha Lakes and Province of Ontario. Should arbitration be agreed upon, the arbitration will be conducted in accordance with the "Rules of Procedure for the Conduct of Arbitrations" of the Arbitration and Mediation Institute of Ontario pursuant to the Arbitration Act, 1991 (Ontario).

27. This Lease will be governed by the laws of the Province of Ontario.

28. Copies of this Lease will be treated as originals.

Executed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2024

**DUNSFORD COMMUNITY CENTRE INC.**

Per: \_\_\_\_\_  
President

Per: \_\_\_\_\_  
Vice President

We have authority to bind the Corporation

Executed at Lindsay on the \_\_\_\_\_ day of \_\_\_\_\_, 2024

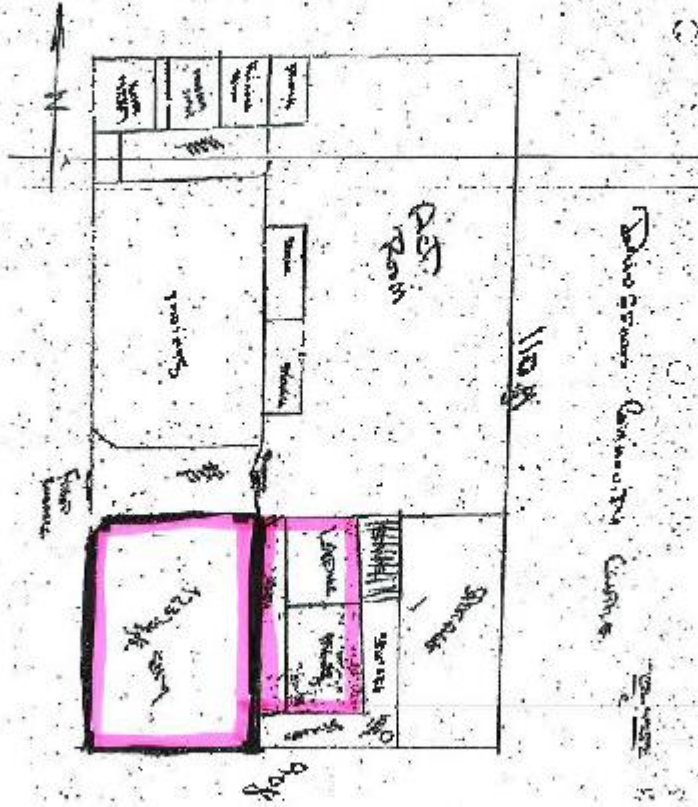
**THE CORPORATION OF THE CITY OF  
KAWARTHA LAKES**

Per: \_\_\_\_\_  
Name: Doug Elmslie  
Title: Mayor

Per: \_\_\_\_\_  
Name: Cathie Ritchie  
Title: City Clerk

We have authority to bind the Corporation

SCHEDULE "A"





# The Corporation of the City of Kawartha Lakes

## By-Law 2024-

### A By-Law to Protect and Enhance the Healthy Tree Canopy in City Ownership for the City of Kawartha Lakes

#### Recitals

1. Subsection 10(2) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended (the “Municipal Act, 2001”) permits a single-tier municipality to pass by-laws respecting the economic, social and environmental well-being of the municipality, including respecting climate change.
2. Subsection 135(1) of the Municipal Act, 2001 permits a local municipality to enact by-laws to prohibit or regulate the removal, destruction or injuring of healthy trees.
3. Subsection 135(7) of the Municipal Act, 2001 provides that the by-law may require that a permit be obtained to injure or destroy trees and may impose conditions to a permit, including conditions relating to the manner in which destruction occurs and the qualifications of persons authorized to injure or destroy trees.
4. Subsection 270(1) of the Municipal Act, 2001 requires a municipality to adopt and maintain policies with respect to the manner in which the municipality will protect and enhance the tree canopy and natural vegetation in the municipality.

**Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2024-      .**

#### **Section 1.00: Definitions and Interpretation**

##### **1.01 Definitions:**

“Applicant” is a Person who makes an application for a permit pursuant to this by-law.

“City”: means The Corporation of the City of Kawartha Lakes or the geographic area of the City of Kawartha Lakes, as the context requires.

“City Owned Tree”: means a tree with its trunk entirely or partly on property owned by the City.

“City Owned Mature Tree”: means a tree on property owned by the City, being 5 inches or greater in diameter, measured at 4.5 feet from the ground. If a tree has been cut down such that identification is impossible, “Mature Tree” means a tree 5 inches or greater in diameter measured at its base.



“Drip Line” means the area located directly under the outer circumference of the tree branches for a particular tree.

“Emergency Work” means the work necessary to terminate an immediate threat to life or property.

“Tree By-law Administrator” means the person holding that title and in employ with the City.

“Injure”: means damage to a Tree that, in the City Arborist’s determination, is a healthy tree and the damage could inhibit or terminate its growth. This does not include trimming or pruning up to 30% of the crown of a tree in accordance with good arborocultural practice.

“Municipal Law Enforcement and Licensing Office” means that Division of the City of Kawartha Lakes tasked with enforcement of the by-laws of the City, and “Municipal Law Enforcement Officer” means those employees within that Division, appointed for the purpose of enforcing the by-laws of the City.

“Person” does not include the City, including its employees acting in the course of City business. The term includes reference to an individual or a corporation.

“Regular Business Day”: Is any day between Monday and Friday, inclusive of those days, and between 8:30 am and 4:30 pm. This does not include Saturdays, Sundays, statutory holidays in the Province of Ontario, and City office closures during the last week of December and first week of January.

“Threatened or Endangered Trees”: means those species of trees listed as threatened, endangered or special concern and listed in Ontario Regulation 230/08 to the Ontario Endangered Species Act, 2007, S.O. 2007, c.6, as amended and replaced, and includes but is not limited to the butternut tree.

“Tree Protection Plan”: A plan detailing tree protection on the entirety of the property, prepared in conjunction with an arborist or in consultation with an arborist, and for construction drawings. Tree Protection Plans must be legible, prepared at a usable metric scale and include all the following information:

- Show all existing buildings, structures, hard surfaces and all existing mature trees (crown, including the crowns of trees with trunks on adjacent property where the crown overhangs the property boundary line so as to be partially on the property in question).
- Show the area of protection as retaining the vast majority of mature trees, and being protected by adequate tree protection barriers (silt fencing or snow fencing).
- Show the area for construction as including all proposed changes on the property, including all proposed structures, services, hard surfaces and grade changes

- Indicate vehicular access and construction staging areas. Areas proposed for temporary stockpiling of fill shall be fenced with sediment control
- Indicate trees to be removed / injured
- Indicate location of all City Owned Mature Trees
- Indicate location of any unhealthy trees, as determined by a certified Arborist
- Indicate location of all Threatened or Endangered Trees
- Indicate location of Environmental Protection Zone, per the applicable Zoning By-law, on the property
- Include a comprehensive legend

### **1.02 Interpretation Rules:**

- (a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.
- (b) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

## **Section 2.00: Application**

**2.01 Application:** This By-law applies only to City-owned property, including but not limited to:

- (a) Road allowances, including shoreline road allowances, both improved and unimproved for vehicular travel; and
- (b) Vacant City-owned property, such as water access blocks.

**2.02 Non-Application:** This By-law does not apply to:

- (a) activities undertaken on property in private ownership;
- (b) activities undertaken by the City;
- (c) activities undertaken pursuant to an entrance permit issued by the City, for a new driveway entrance to an existing road;
- (d) activities undertaken by a utility company or telecommunication company;
- (e) activities undertaken by a Conservation Authority;
- (f) activities undertaken by the Province of Ontario; or
- (g) activities undertaken by the City under a licence issued under the Crown Forest Sustainability Act, 1994.

## **Section 3.00: Destroying and Injuring City-Owned Trees Prohibited**

**3.01** No Person may Destroy or Injure a City-Owned Tree except pursuant to a Permit, and consistent with the terms of said Permit.

**3.02 Permit Application; Form and Content – Application Fees:** Any Person who wishes to Injure, Destroy or remove a City-Owned Tree for the purpose of road construction on a City-owned road allowance shall submit an application to the Tree By-law Administrator on the form set out on the City’s webpage and shall provide the following to the satisfaction of the Tree By-law Administrator:

- (a) The name, address and telephone number of the applicant;
- (b) A non-refundable application fee of \$1,000.00, which fee is to be included into the Fees and Charges By-law 2018-234 and indexed annually, according to that By-law;
- (c) A payment of \$1,500.00 per City-Owned Mature Tree to be removed, which fee is to be included into the Fees and Charges By-law 2018-234 and indexed annually, according to that By-law;
  - i) Fee waivers are available to “high need households” as defined under Ontario Regulation 370/11 to the Housing Services Act, 2011, upon receipt of sufficient proof of income;
  - ii) To an upset limit of \$250,000.00.
- (d) The purpose for which the permit is required;
- (e) A map, sketch or otherwise, sufficient to outline the property to be affected in question;
- (f) A confirmation of the zoning of the property to be affected;
- (g) A Tree Protection Plan satisfactory to the City Arborist; and
- (h) In the case of a proposed road to be constructed, an Environmental Impact Study to the satisfaction of the City, including but not limited to determination of whether or not the habitat of any Species at Risk per the Ontario Species at Risk Act will be affected.
- (i) In the case of a proposed road to be constructed, this Environmental Impact Study will be conducted per an Environmental Assessment analysis of the proposal per the Ontario Environmental Assessment Act.

**3.03** The Tree By-law Administrator may refuse to accept an Application or may deny an Application unless the Tree By-law Administrator is satisfied that:

- (a) the Application is for the purpose of the construction of a road, in order to open up properties owned by the Applicant for development, and not

for the purpose of improving sightlines to a water body (in which case, the Applicant will be directed to make application to the Land Management Team for the purchase of the portion of shoreline road allowance adjacent to their property), and not for the purpose of personal use of a City-owned shoreline block of land owned for the purpose of public access to the water;

- (b) the Application is complete and legible;
- (c) an individual Applicant is not a minor;
- (d) the Application is by or on behalf of all Owners;
- (e) a corporate Applicant is incorporated pursuant to the laws of Ontario and is in good standing;
- (f) the Application is accompanied by payment in full of any fee established by Council;
- (g) the approval is not contrary to any recommendation of the City on any related Environmental Assessment;
- (h) the approval is not contrary to the Migratory Birds Act;
- (i) the approval is not contrary to the Endangered Species Act;
- (j) the approval is not contrary to the Conservation Authorities Act;
- (k) The approval does not permit cutting of trees on land zoned for Environmental Protection, including but not limited to lands within the Oak Ridges Moraine Conservation Plan Natural Core Area or Natural Linkage area.

- 3.04** Applications for the purpose of improving sight lines to a water body will be denied.
- 3.05** Applications for tree removal on vacant open space water access blocks will be denied.
- 3.06** Applications for tree removal for any purpose other than for road construction to open up properties owned by the Applicant for development, will be denied.
- 3.07** In addition to conditions otherwise imposed pursuant to this By-law, the Tree By-law Administrator and/or the City Arborist may, at any time and from time to time, impose conditions to a Permit as the Tree By-law Administrator or the City Arborist determines are necessary to maintain the general intent and purpose of this By-law.
- 3.08** The Tree By-law Administrator may issue a Permit to an Applicant if the Tree By-law Administrator is satisfied that the Application complies with sections 3.02 - 3.06. The Tree By-law Administrator may otherwise refuse to issue a Permit.

**3.09** If the Tree By-law Administrator issues a Permit with conditions pursuant to section 3.10 or refuses to issue a Permit pursuant to section 3.03 - 3.06, the Tree By-law Administrator will give the Applicant a Permit Decision Notice that includes the following information:

- (a) where a Permit is issued with conditions pursuant to section 3.10, particulars of the conditions;
- (b) where a Permit is refused, particulars of the reasons for refusing to issue the Permit.

**3.10 Conditions Applicable to all Permits:** Each of the following is a condition of obtaining and continuing to hold a Permit:

- (a) The injury, destruction or removal of a City Owned Tree shall be carried out by or under the supervision of an arborist;
- (b) Compliance with good arboricultural practices (timing of cutting will be in accordance with the Migratory Birds Conservation Act);
- (c) No cutting, digging or heavy machinery will be permitted within the Drip Line of City Owned Trees to be protected;
- (d) Tree protection barriers must remain in place and in good condition during demolition, construction and/or site disturbance, including landscaping;
- (e) the Permittee is not to cut – or allow anyone to cut – any City Owned Tree that is Threatened or Endangered pursuant to the Endangered Species Act, 2007, S.O. 2007, c.6, as amended and replaced, without first getting the necessary permits and approvals from the Province;
- (f) the Permittee is not to cut – or allow anyone to cut – any City Owned Tree located within the Environmental Protection zone of the applicable City Zoning By-law, which includes but is not limited to lands within the Oak Ridges Moraine Conservation Plan area;
- (g) the Permittee is not to cut – or allow anyone to cut – any City Owned Tree located within an area regulated by a Conservation Authority without the applicable permit from the Conservation Authority;
- (h) the Permittee provides to the Tree By-law Administrator such information as the Tree By-law Administrator may from time to time require in relation to this By-law;
- (i) the Permittee complies with all applicable law respecting the subject matter of the Permit including this By-law; and
- (j) the Permittee notifies the Tree By-law Administrator in writing of any change to the information provided in an Application within three days of the change.

**3.11 Permit Revocation:** Where the Tree By-law Administrator has reason to believe that a Permittee has not complied with this By-law, the Tree By-law Administrator may give to the Permittee a Permit Revocation Notice that includes the following information:

- (a) a statement that the Permit is revoked; and
- (b) particulars of the reasons for which the Permit is revoked.

**3.12 Offences and Fines:** Each Person that contravenes section 3.01 or 3.02 of this By-law is guilty of an offence and, upon conviction, is liable to a fine of:

- (a) not less than double the costs that would have been payable pursuant to a Permit, being \$2,000.00 plus \$3,000.00 per City Owned Tree damaged, injured or removed/cut down without a Permit or not in accordance with the terms of a Permit. This fine is a special fine per section 429 of the Municipal Act, 2001, in that it is designed to prevent economic incentive to contravene the By-law. The offence is designated as a multiple offence per section 429 of the Municipal Act, 2001.

**3.13 Offences and Fines – Corporation:** Each officer and director of a corporation that knowingly concurs in the contravention of sections 3.01 or 3.02 of this by-law is guilty of an offence and liable upon conviction to the minimum fines set out in section 3.09(a) of this by-law.

## **Section 4.00: Notice**

**4.01** Any notice to be given to a Person other than the City is sufficiently given:

- (a) when given verbally to the Person;
- (b) when hand delivered in writing to the Person;
- (c) on the fifth day after it is sent by regular lettermail to the Person's last known address; or
- (d) when sent to the Person by e-mail to the Person's last known address. A Person's last known lettermail or e-mail address are those provided by the Applicant to the City pursuant to this By-law.

**4.02** Any notice to be given to the City is sufficiently given:

- (a) on the fifth Regular Business Day after it is sent by regular lettermail to "Tree By-law Administrator, City Hall, Lindsay ON K9V 5R8; or
- (b) when sent by e-mail on a Regular Business Day to "treebylaw@kawarthalakes.ca".



## Section 5.00: Administration and Effective Date

- 5.01 **Administration of the By-law:** The Tree By-law Administrator and the City Arborist are responsible for administration of this by-law for the purposes of issuing, revoking or denying Permits, and the Municipal Law Enforcement and Licensing Office is responsible for enforcement of the offence sections of this by-law.
- 5.02 **Financial Administration of the By-law:** The Finance Division will place the proceeds of the payment per section 3.02(c) of this by-law into the Tree Canopy Reserve. The Provincial Offences Office and Finance Division will place the portion of fine recovery net of provincial payment into the Tree Canopy Reserve.
- 5.03 **Effective Date:** This By-law shall come into force on July 1, 2025.

By-law read a first, second and third time, and finally passed, this 22<sup>nd</sup> day of October, 2024.

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Doug Elmslie, Mayor

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Cathie Ritchie, City Clerk

# The Corporation of the City of Kawartha Lakes

## By-Law 2024-

### A By-Law to Amend By-Law 2019-105, being a By-Law to Repeal and Replace By-Law 2018-214, being a By-Law Regulating the Removal of Topsoil, Placement of Fill and the Alteration of Grades

#### Recitals

1. By-Law 2019-105 was adopted by Council on the 16<sup>th</sup> day of July, 2019 to Regulate the Removal of Topsoil, Placement of Fill and the Alteration of Grades in the City of Kawartha Lakes.
2. Council adopted resolution CR2024-488 on the 24<sup>th</sup> day of September, 2024 to approve amendments to By-Law 2019-105, as outlined in Report LGL2024-008.
3. This By-Law implements those amendments.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2024-      .

#### Section 1.00: Definitions and Interpretation

##### 1.01 Definitions:

All defined terms in the amending By-law take their meaning from By-law 2019-105 of the City of Kawartha Lakes.

1.02 **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.

1.03 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

#### Section 2.00: Amendment Details

##### 2.01 Amendment: Recitals:

That the following paragraph be inserted as recital paragraph 5(e) with all subsequent paragraphs in recital 5 renumbered, as required:

5(e) Excess soil is appropriately reused, in accordance with Ontario Regulation 406/19 under the Environmental Protection Act, R.S.O. 1990, c. E.19;

##### 2.02 Amendment: Section 1.1.21

That Section 1.1.21 be amended to read as follows:

1.1.21 “**Fill**” means any type of imported or relocated material deposited or Placed on the Property and includes Soil, stone, concrete, slurry, sod or turf either singly or in combination.

2.03 Amendment: Section 2.12

That the following Section be added as Section 2.12, before the Protection of Agricultural Resources and Preservation of Drainage heading, with all subsequent subsections within Section 2 to be renumbered, as required:

2.12 No Person or Owner shall remove Soil, or Place or Dump Fill in contravention of the rules pertaining to the reuse of excess soil set out in Ontario Regulation 406/19 under the Environmental Protection Act, R.S.O. 1990, c. E.19.

2.04 Amendment: Section 2.18

That the following Section be added as Section 2.18:

**Protection of Archaeological Resources:**

2.18 No Person or Owner shall remove or disturb Soil in an area that may contain archaeological resources or have archaeological potential, as identified in accordance with provincial criteria and/or the City’s archaeological potential modelling, without first having an archaeological assessment conducted by a qualified archaeologist in accordance with provincial standards, and submitted to the City to its satisfaction.

2.05 Amendment: Section 4.5(o)

That the following Section be added as Section 4.5(o) with all subsequent subsections within Section 4.5(o) renumbered, as required:

4.5(o) when required by the Director, an archaeological assessment shall be submitted if Site Alteration is within an area that may contain archaeological resources or have archaeological potential, as identified in accordance with provincial criteria and/or the City’s archaeological potential modelling;

2.06 Amendment: Section 4.5(p)

That Section 4.5(p) be amended to read as follows:

4.5 (p) a description of the proposed quantity and type of Fill, whether it qualifies as a Table 1 Standards of Fill or a Table 2 Standards of Fill, including a list of the Fill origin sources and geotechnical reports as to content and quality, prepared by a Qualified Person in that regard. The Applicant shall demonstrate in a report how the proposed Fill Placement and type of Fill being Placed meets the existing and/or intended land uses for the Property as indicated by the City’s Official Plan, relevant Zoning By-law, and/or Rehabilitation Plan;

2.07 Amendment: Section 4.5(q)

That Section 4.5(q) be amended to read as follows:

4.5(q) a certificate from the Owner, Applicant and each Qualified Person referenced in paragraph 5.3 and Schedule “B” certifying that the Fill contains no contaminants as defined in the Environmental Protection Act, R.S.O. 1990, c. E.19, as amended, and that the intended reuse site demonstrates compliance with O. Reg. 406/19;

2.08 Amendment: Section 4.10

That Section 4.10 be amended to read as follows:

4.10 The City may draw upon the security posted pursuant to Paragraph 4.5.s to recover the costs incurred by the City in performing any required work which the Owner or the Applicant has failed to perform.

2.09 Amendment: Section 5.4

That Section 5.4 be amended to read as follows:

5.4 The City requires the Applicant and/or Owner to provide copies of prior certification that every load of Fill being placed on a Property complies with all Ministry of the Environment, Conservation and Parks Table 1 Standards or Table 2 Standards, whichever is applicable based on the zoning and/or intended use of the Property, as more specifically set out in O. Reg. 406/19 and guidelines thereto.

2.10 Amendment: Sections 6.6, 6.7 and 6.8 be amended to include the following wording as the opening statement of each respective paragraph:

“Unless otherwise permitted by the terms of an Order,”

2.11 Amendment: Section 7.2(v):

That Section 7.2(v) be amended to read as follows:

7.2(v) What must be done to rectify the contravention, which may include the provision of a remediation plan with associated soil testing, provided by a Qualified Person;

2.12 Amendment: Section 7.2(vi):

That Section 7.2(vi) be amended to read as follows:

7.2(vi) A time period, which is not less than fourteen (14) days, in which the Order must be complied with;

2.13 Amendment: Section 7.2(viii):

That Section 7.2(viii) be amended to read as follows:

7.2(viii) Payment of double the fee otherwise payable per paragraph 4.5(g)(j) or 4.5(g)(k), to the extent that those payments would have been made had the Owner complied with the By-law,

as well as any fees or administration charges payable pursuant to section 4.8.

2.14 Amendment: Section 7.3:

That Section 7.3 be amended to read as follows:

- 7.3 Orders under this By-law shall be deemed sufficient if delivered in person, by regular mail, email, by courier, or by registered mail to the address of the Property on which the contravention is occurring and to the last known address of the registered Owner of the Property on which the contravention is occurring, if different. Any such Order shall be conclusively deemed to have been given and received upon the same day if personally delivered or sent by email or facsimile, or, if mailed, delivery shall be deemed completed after three business days.

2.15 Amendment: Schedule B:

That Schedule B be amended to include the following Section, with all subsequent subsections renumbered, as required:

- xxiii. any information, being location of intended reuse site, soil testing results or otherwise, required by Ontario Regulation 406/19 – Excess Soil Management; and

### **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.
- 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 22nd day of October, 2024.

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Doug Elmslie, Mayor

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Cathie Ritchie, City Clerk

# The Corporation of the City of Kawartha Lakes

## By-Law 2024-

### A By-Law to Amend By-Law 2014-255, being a By-Law to Require Owners of Buildings To Connect Such Buildings To Drinking Water Systems and/or Wastewater Collection Systems in The City of Kawartha Lakes

#### Recitals

1. By-Law 2014-255 was adopted by Council on the 9<sup>th</sup> day of September, 2014 to Require Owners of Buildings to Connect Such Buildings to Drinking Water Systems and/or Wastewater Collection Systems in the City of Kawartha Lakes.
2. Council adopted resolution CR2024-       on October 22, 2024 to approve amendments to By-Law 2014-255, as outlined by Committee of the Whole Recommendation CW2024-2024-180.
3. This By-Law implements those amendments.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2024-      .

#### Section 1.00: Definitions and Interpretation

##### 1.01 Definitions:

All defined terms in the amending By-law take their meaning from By-law 2014-255 of the City of Kawartha Lakes.

##### 1.02 Interpretation Rules:

- (a) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.
- (b) In this by-law, municipal water or wastewater service shall be deemed to be available if the City would be obliged to supply such service or services on request under section 86 (1) of the Municipal Act, 2001.

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: Amendment Details

##### 2.01 Amendments:



**Section 1.01, the definition of “Building” has been amended to read:**

“**Building**” means and includes but is not limited to any building, trailer, or other covering or structure within an urban settlement area as defined in the Official Plan for the City, with a water supply which is located on a parcel of land abutting a public highway or street or right of way in front of which a water distribution main and/or wastewater collection main is located or a parcel of land not more than one foot from a public highway or street in which a water distribution main and/or wastewater collection main is located, and

- i. Contains, or is required by this or any other by-law, regulation or statute to contain, any sleeping, eating or food preparation facilities, or
- ii. Contains or is required by this or any other by-law, regulation or statute to contain, any washing or toilet or cleaning facilities, or
- iii. Is connected, or is required by this or any other by-law, regulation or statute to be connected, to a water supply or drinking water system, or
- iv. Is connected or is required by this or any other by-law, regulation or statute to be connected, to a drain or wastewater collection system or
- v. Which is a source of sewage

Other than a barn used for agricultural purposes and which contains no sleeping accommodation for humans.

**Section 1.01, the definition of “Official Plan” has been added:**

“**Official Plan**” means that plan as in force and effect - and as amended from time to time - in the City, pursuant to section 16 of the Ontario Planning Act, R.S.O. 1990, c. P.13, as amended from time to time.

**Section 3.00: Administration and Effective Date**

3.01 **Administration of the By-law:** The Director of Public Works and the Treasurer, or designee, is responsible for the administration of this by-law.

3.02 **Effective Date:** This By-law shall come into force on January 1, 2025.

By-law read a first, second and third time, and finally passed, this 22nd day of October, 2024.

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Doug Elmslie, Mayor

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Cathie Ritchie, City Clerk

# The Corporation of the City of Kawartha Lakes

## By-Law 2024-

### A By-Law to Establish Block 20 on Plan 57M-792 as Public Highway

#### Recitals

1. Section 31 of the Municipal Act, 2001, as amended, authorizes Council to establish a public highway by By-law.
2. Pursuant to City of Kawartha Lakes By-law 2016-059, authority has been given to the Director of Engineering and Corporate Assets to present highway dedication By-laws to Council without separately reporting on the history of the individual parcel of land.
3. The Direction of Engineering and Corporate Assets has reviewed the land legally described as Block 20, Plan 57M-792; Kawartha Lakes (PIN: 63232-0224 (LT)) and approves the land for assumption as public highway.
4. The parcel of land legally described as Block 20, Plan 57M-792; Kawartha Lakes (PIN: 63232-0224 (LT)) was transferred to The Corporation of the City of Kawartha Lakes per Registered Instrument KL51179 as a 0.3 metre reserve.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2024- .

#### Section 1.00: Definitions and Interpretation

1.01 **Definitions:** In this by-law,

**“City”, “City of Kawartha Lakes” or “Kawartha Lakes”** means The Corporation of the City of Kawartha Lakes and includes its entire geographic area;

**"City Clerk"** means the person appointed by Council to carry out the duties of the clerk described in section 228 of the Municipal Act, 2001;

**“Council” or “City Council”** means the municipal council for the City;

**“Manager of Realty Services”** means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council.

1.02 **Interpretation Rules:** The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

- 1.03 **Statutes:** References to laws in this by-law are meant to refer to the statutes, as amended from time to time, which are applicable within the Province of Ontario.
- 1.04 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

### **Section 2.00: Highway Assumption**

- 2.01 **Assumption:** The parcel of land legally described as Block 20, Plan 57M-792; Kawartha Lakes (PIN: 63232-0224 (LT)) is hereby established and assumed as public highway.

### **Section 3.00: Administration and Effective Date**

- 3.01 **Administration of the By-law:** The Manager of Realty Services is responsible for the administration of this by-law.
- 3.02 **Effective Date:** This By-law shall come into force on the date it is finally passed and has been deposited on title in the Registry Office of Victoria (No. 57).

By-law read a first, second and third time, and finally passed, this 22<sup>nd</sup> day of October, 2024.

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Doug Elmslie, Mayor

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Cathie Ritchie, City Clerk

# The Corporation of the City of Kawartha Lakes

## By-Law 2024-

### A By-Law to Amend By-Law 2016-009, being a By-Law to Provide Authority for the Execution of Certain Documents and Affix the Corporate Seal on Behalf of the City of Kawartha Lakes

#### Recitals

1. By-Law 2016-009 was adopted by Council on the 12<sup>th</sup> day of January, 2016 to provide authority for the execution of certain documents and affix the corporate seal on behalf of the City of Kawartha Lakes.
2. Staff have identified an administrative amendment that is required to clarify the terminology used within Section 5.04.
3. This By-Law implements that administrative amendment.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2024-    .

#### Section 1.00: Definitions and Interpretation

##### 1.01 Definitions:

All defined terms in the amending By-law take their meaning from By-law 2016-009 of the City of Kawartha Lakes.

- 1.02 **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.
- 1.03 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

#### Section 2.00: Amendment Details

##### 2.01 Amendment: Section 5.04

That Section 5.04 be amended to read as follows:

**5.04 Easement Agreement:** In all cases of the Corporation entering into an easement agreement, the easement agreement shall have legal review and approval, and signing authority shall be as follows:

1. The easement agreement requires a Council Report recommendation adopted by Council that approves the Easement Agreement and authorizes the Mayor and City Clerk to sign.

### **Section 3.00: Administration and Effective Date**

3.01 **Administration of the By-law:** The City Clerk and Department Heads are responsible for the administration of this by-law.

3.02 **Effective Date:** This By-law shall come into force on the date that it is finally passed.

By-law read a first, second and third time, and finally passed, this 22nd day of October, 2024.

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Doug Elmslie, Mayor

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Cathie Ritchie, City Clerk

# The Corporation of the City of Kawartha Lakes

## By-Law 2024-XXX

### A By-law to Amend By-law 2019-184, being A By-law to Impose Development Charges in the City of Kawartha Lakes

#### Recitals

1. By-law 2019-184 enables the City of Kawartha Lakes to impose development charges pursuant to the Development Charges Act, S.O. 1997 Chap. 27 (hereinafter, the "Act").
2. Subsection 7.05 of By-law 2019-184 establishes April 1, 2025 as the expiry of that by-law.
3. If By-law 2019-184 expires without replacement, the City of Kawartha Lakes will be unable to make issuance of building permits conditional upon payment of development charges, so long as a development charges by-law is not in force.
4. As of June 6, 2024, subsection 19(1.1) of the Act authorizes a municipality to extend the expiration of its development charges by-law(s) through amendment, subject to a maximum by-law life of 10 years, without having to undertake a development charges background study or otherwise comply with Sections 10-18 of the Act.
5. Council considers extension of the expiry of By-law 2019-184 to the end of 2026 advisable.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2024-XXX.

#### Section 1.00: Definitions and Interpretation

- 1.01 **Definitions:** All terms defined in By-law 2019-184 shall carry the same meaning as they have in that by-law.
- 1.02 **Interpretation Rules:** All word variations and derivatives of the terms defined via subsection 1.01 shall carry a corresponding meaning, and the words "include", "includes", "inclusive" and "including" are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

#### Section 2.00: Amendment Details

- 2.01 **Amendment:** Subsection 7.05 of By-law 2019-184 is deleted in its entirety and replaced with the following:



7.05 **Effective Date and Expiry:** This by-law shall come into force at 12:01am April 1, 2020, and shall expire at 11:59pm December 31, 2026 unless it is repealed prior thereto.

**Section 3.00: Administration and Effective Date**

3.01 **By-law Administration:** The Manager of Corporate Assets 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 22nd day of October, 2024.

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Doug Elmslie, Mayor

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Cathie Ritchie, City Clerk

# The Corporation of the City of Kawartha Lakes

## By-Law 2024-

### A By-Law to Appoint a Member of Council to the City of Kawartha Lakes Committee of Adjustment for 2025

#### Recitals

1. The Planning Act, R.S.O. 1990 Chapter P. 13, Subsection 44(1), as amended, provides that Council may by By-law constitute and appoint a Committee of Adjustment and pursuant to Subsection 44(3) that members who are members of a municipal council shall be appointed annually.
2. City of Kawartha Lakes By-law 2015-008 constituted the City of Kawartha Lakes Committee of Adjustment and delegated responsibilities to that Committee and an appointed official.
3. Council considers it advisable to appoint Councillor Emmett Yeo to the Committee of Adjustment until December 31, 2025.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2024-\_\_\_.

#### Section 1.00: Definitions and Interpretation

1.01 **Definitions:** In this by-law,

“**City**”, “**City of Kawartha Lakes**” or “**Kawartha Lakes**” means The Corporation of the City of Kawartha Lakes and includes its entire geographic area;

“**City Clerk**” means the person appointed by Council to carry out the duties of the clerk described in section 228 of the Municipal Act, 2001;

“**Council**” or “**City Council**” means the municipal council for the City;

1.02 **Interpretation Rules:**

(a) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

1.03 **Statutes:** References to laws in this by-law are meant to refer to the statutes, as amended from time to time, that are applicable within the Province of Ontario.

1.04 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

**Section 2.00: Appointment of Committee Member**

2.01 The following member of Council is hereby appointed to the Committee of Adjustment until December 31, 2025:

Councillor Emmett Yeo

**Section 3.00: Effective Date**

3.01 **Effective Date:** This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this 22<sup>nd</sup> day of October, 2024.

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Doug Elmslie, Mayor

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Cathie Ritchie, City Clerk

# The Corporation of the City of Kawartha Lakes

## By-Law 2024-

### **A By-Law to Provide for the Making of an Application For Approval to Expropriate Land, being All of PIN: 63216-0051 (LT), described as Part of Lots 4-5 in Block A on Registered Plan 1, as in R230587, in the City of Kawartha Lakes**

#### **Recitals**

1. The Corporation of the City of Kawartha Lakes requires a fee simple interest in the land municipally known as 4 Colborne Street West, Lindsay, Ontario, and described as Part of Lots 4-5 in Block A on Registered Plan 1, as in R230587; Kawartha Lakes, being all of PIN 63216-0051 (LT), for the purposes of facilitating the construction of an access road and a bridge to connect Colborne Street East and Colborne Street West and any and all works ancillary thereto (the “Project”);
2. Pursuant to Section 6(1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, (hereinafter referred to as the “*Municipal Act, 2001*”) the power of a municipality to acquire land under this or any other Act includes the power to expropriate land in accordance with the *Expropriations Act*, R.S.O. 1990, c.E.26, as amended (hereinafter referred to as the “*Expropriations Act*”);
3. Pursuant to Section 4 of the Expropriations Act, an expropriating authority, in this case, the City, shall not expropriate land without the approval of the approving authority, in this case, City Council;
4. Ontario Regulation 363, R.R.O., 1990, as amended, requires that an Application for Approval to Expropriate Land shall be in “Form 1” and that Notice of the said application shall be in “Form 2”;
5. The City wishes to commence expropriation proceedings to acquire the land for the Project, as expropriation has been deemed the most expedient manner of acquisition in this circumstance;
6. The City shall conduct the expropriation in accordance with the *Expropriations Act*.

**Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2024- .**

#### **Section 1.00: Definitions and Interpretation**

1.01 **Definitions:** In this By-law,

**“City”, “City of Kawartha Lakes” or “Kawartha Lakes”** means The Corporation of the City of Kawartha Lakes and includes its entire geographic area;

**"City Clerk"** means the person appointed by Council to carry out the duties of the clerk described in section 228 of the Municipal Act, 2001;

**“Council” or “City Council”** means the municipal council for the City;

**“Manager of Realty Services”** means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council.

**1.02 Interpretation Rules:**

(a) The Schedules attached to this By-law form part of the By-law, and are enforceable as such.

(b) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

**1.03 Statutes:** References to laws in this By-law are meant to refer to the statutes, as amended from time to time, which are applicable within the Province of Ontario.

**1.04 Severability:** If a court or tribunal of competent jurisdiction declares any portion of this By-law to be illegal or unenforceable, that portion of this By-law shall be considered to be severed from the balance of the By-law, which shall continue to operate in full force and effect.

**Section 2.00: Expropriation of Land**

**2.01** Council hereby approves the making of an application for approval to expropriate the property that is municipally known as 4 Colborne Street West, Lindsay, Ontario, as set out in the Form 1 application attached hereto as Schedule A.

**2.02** The City Solicitor and the Manager of Realty Services, or any one of them, are hereby authorized to execute, on behalf of the City, the Application for Approval to Expropriate Land in Form 1, attached hereto as Schedule A, and the Notice of Application for Approval to Expropriate Land in Form 2, attached as Schedule B (the “Notice”).

**2.03** The City Solicitor and the Manager of Realty Services, or any one of them, are hereby authorized to serve and publish the Notice, on behalf of the City, in accordance with the *Expropriations Act*.

**2.04** In the event that an “owner” or “registered owner” (as defined in the Expropriations Act) requests a hearing of necessity, the City Solicitor is authorized to refer the matter to the Tribunal for a hearing by a single member of the Tribunal in accordance with Section 7 of the *Expropriations*

Act and shall take, on behalf of the City, any steps that the City Solicitors deems necessary to represent the City's interests at the hearing.

- 2.05 If the Tribunal issues a report pursuant to subsection 7(6) of the Expropriations Act, the report shall come before City Council for consideration prior to any further steps being taken with respect to the expropriation of the Subject Lands.
- 2.06 The City Solicitor and the Manager of Realty Services are hereby authorized and directed to do all things required arising from the authorizations provided for by this By-law.

**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 22<sup>nd</sup> day of October, 2024.

\_\_\_\_\_

—  
Doug Elmslie, Mayor

\_\_\_\_\_

—  
Cathie Ritchie, City Clerk



**Schedule A**

FORM 1

APPLICATION FOR APPROVAL TO EXPROPRIATE LAND

Expropriations Act

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

26 Francis Street, P.O. Box 9000, Lindsay, ON K9V 5R8

IN THE MATTER OF the proposed expropriation of land by the Corporation of the City of Kawartha Lakes being all of PIN 63216-0051 (LT), described as Part of Lots 4-5 in Block A on Registered Plan 1, as in R230587, in the City of Kawartha Lakes, for the purpose of facilitating the construction of an access road and a bridge to connect Colborne Street East and Colborne Street West and any and all works ancillary thereto.

APPLICATION IS HEREBY MADE for approval to expropriate the fee simple interest in the land described as follows:

All of PIN 63216-0051 (LT), being PT LT 4-5 BLK A PL 1 AS IN R230587;  
KAWARTHA LAKES.

Dated at the City of Kawartha Lakes, this \_\_\_\_ day of \_\_\_\_\_, 2024.

The Corporation of the City of Kawartha Lakes

\_\_\_\_\_  
Laura Carnochan  
Acting Manager – Realty Services

**Schedule B**

FORM 2

NOTICE OF APPLICATION FOR APPROVAL TO EXPROPRIATE LAND

Expropriations Act

IN THE MATTER OF an application by

The Corporation of the City of Kawartha Lakes

For approval to expropriate the fee simple interest in the land comprising all of PIN 63216-0051 (LT), being Part of Lots 4-5 in Block A on Registered Plan 1, as in R230587, in the City of Kawartha Lakes, for the purpose of facilitating the construction of an access road and a bridge to connect Colborne Street East and Colborne Street West and any and all works ancillary thereto.

NOTICE IS HEREBY GIVEN that application has been made for approval to expropriate the fee simple interest in the land described as follows:

All of PIN 63216-0051 (LT), being PT LT 4-5 BLK A PL 1 AS IN R230587;  
KAWARTHA LAKES.

Any owner of lands in respect of which notice is given who desires an inquiry into whether the taking of such land is fair, sound and reasonably necessary in the achievement of the objectives of the expropriating authority shall notify the approving authority in writing,

- (a) in the case of a registered owner, served personally or by registered mail within thirty days after the registered owner is served with notice, or, when the registered owner is served by publication, within thirty days after the first publication of the notice;
- (b) in the case of an owner who is not a registered owner, within thirty days after the first publication of the notice.

**The approving authority is:**

The Council of the Corporation of the City of Kawartha Lakes  
26 Francis Street, P.O. Box 9000, Lindsay, ON K9V 5R8

**The expropriating authority is:**

The Corporation of the City of Kawartha Lakes  
c/o Laura Carnochan  
26 Francis Street, P.O. Box 9000, Lindsay, ON K9V 5R8

This notice first published on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

The Corporation of the City of Kawartha Lakes

\_\_\_\_\_  
Laura Carnochan  
Acting Manager, Realty Services

# The Corporation of the City of Kawartha Lakes

## By-law 2024-\_\_\_\_

### A By-Law to Confirm the Proceedings of a Regular Meeting of Council, Tuesday, October 22, 2024

#### 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 2024-\_\_\_\_.**

#### Section 1.00: Confirmation

- 1.01 The actions of the Council at the following meeting:

##### **Tuesday, October 22, 2024, 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 22nd day of October, 2024.

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Doug Elmslie, Mayor

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Cathie Ritchie, City Clerk